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## **Class License for the Resale (Retail) of Telecommunications Services**

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The Supreme Council of Information & Communication Technology “ictQATAR”

**10 July 2011**

**Amended 29 September 2013**

ICTRA 2011/07/10c

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### Revision History

| Issue Date        | Version | Notes  |
|-------------------|---------|--|
| 10 July 2010      | 1.0     | First version issued                         |
| 29 September 2013 | 1.1     | Addition of Data Centers as Eligible Persons |

For the Supreme Council of Information and Communication Technology - ictQATAR

Signed by

A handwritten signature in blue ink that reads 'Hessa Al Jaber'.

Dr. Hessa Al Jaber

Minister of Communication & Information Technology

Dated: 29 September 2013

### I Legal Nature of this License

- I.1 The Supreme Council of Information and Communication Technology (“**ictQATAR**”) has established this Class License for the Resale of Telecommunications Services (“**License**”) under Article (4) and Article (9) of the Telecommunications Law No. (34) of 2006 of the State of Qatar.
- I.2 This License follows the public consultation conducted by ictQATAR in 2009 on the Licensing Framework and its Appendix A “Draft Class License for the Resale (Retail) of Telecommunications Services” dated 10 May 2009.
- I.3 This License supersedes all previous versions and applies to all eligible persons (as specified in Section 2 of this License) who resell telecommunications services in Qatar, without having to apply for this License. Such a person is referred to hereinafter as the “**Licensee**”.
- I.4 The Licensees must comply with the terms and conditions set forth herein and with the Telecommunications Law No. (34) of 2006 and its By-Law and any other rules, regulations, decisions, orders, policies, guidelines, instructions or notices issued by ictQATAR as well as relevant laws of the State of Qatar and international treaties that the State of Qatar has subscribed to (hereinafter, collectively referred to as the “**Applicable Regulatory Framework**” or “**ARF**”).
- I.5 The Licensee is hereby authorized to resell telecommunications services to the public in Qatar on a non-exclusive basis. This involves the purchase of services by commercial agreement from an Individual Public Telecommunications Licensee on a non-exclusive basis at retail rates to resell to end-users on a technology neutral basis (i.e., using any technology). Any use of radio frequencies is subject to spectrum licensing where this is applicable.
- I.6 This License is subject to the Licensee entering into a commercial agreement with one or more Individual Public Telecommunications Licensees on a non-exclusive basis to resell telecommunications services to end-users.
- I.7 Eligible persons who wish to resell telecommunications services to the public are required to notify ictQATAR of their intention to do so following the procedures set out in Section 6 of this License and pay the notification fee.
- I.8 The Licensee is required to have obtained all other necessary approvals or licenses from all other competent authorities in Qatar in accordance with the applicable Qatari

laws.

- 1.9 This License supersedes any prior authorizations relating to the eligible persons listed in Section 2 below.

## 2 Eligible Persons

- 2.1 Only the following legal persons will be eligible to resell telecommunications services under this Class License:
- 1) Hotels.
  - 2) Public Call Offices.
  - 3) Internet Cafés.
  - 4) Wireless Internet Zones (Resale of Internet access to the public for a fee).
  - 5) Data Centers.
- 2.2 The list of eligible persons may be modified at any time at the sole discretion of ictQATAR.

## 3 Definitions

The key words and expressions used in this License are defined in Annex A. The other words and expressions shall have the meanings set forth in the Telecommunications Law and the ARF.

## 4 License Term

The Licensee is authorized to resell telecommunications services as long as the Licensee complies with the terms and conditions of this License and with the ARF.

## 5 Compliance Obligations of the Licensee

- 5.1 The Licensee shall comply (and shall ensure its officers, subcontractors and agents comply) with the terms and conditions of this License and the ARF.
- 5.2 The Licensee shall also comply with any obligations imposed on it by any of the laws, regulations, rules, guidelines, orders or others issued by the State of Qatar, including obligations towards Customers before and after purchase.

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- 5.3 This License does not absolve the Licensee from any requirement under the laws or decrees of Qatar to obtain such additional consents, permissions or authorizations, including frequency authorizations as may be necessary for the provision of the resale telecommunications services.
- 5.4 The Licensee is responsible for all costs, expenses and other commitments (financial and non-financial) in respect of the License and resale of telecommunications services.

## 6 Notification and Fees

- 6.1 Persons are required to notify ictQATAR of their intention to resell telecommunications services prior to the commencement of doing so through the completion of the Notification Form. One notification is required per location. In this case location means a separate geographical address (for example, a notification is required for each hotel site). A copy of the Notification Form is set out in Annex B of this License. This form can be downloaded from ictQATAR's website.
- 6.2 A one-time notification fee of one thousand five hundred Qatari Riyals (QR 1,500) must be included along with the Notification Form. This notification fee covers the costs incurred by ictQATAR associated with processing the Notification Forms and performing market surveillance activities.
- 6.3 The Licensee shall inform ictQATAR of any changes of details by filing in the Notification Form. Such notification about any changes should be accompanied by a fee of three hundred Qatari Riyals (QR 300).
- 6.4 A Licensee who decides to terminate the provision of its telecommunications services shall notify ictQATAR at least thirty (30) days prior to the date on which the services are planned to be terminated.
- 6.5 In the first stage, the submission of the Notification Form and payment of the notification fee must be made in person at the offices of ictQATAR. At a later stage, interested parties will be able to do so online through the website of ictQATAR.
- 6.6 No refunds will be made for incorrectly or incomplete filed Notification Forms.
- 6.7 ictQATAR will maintain a register of all Resale Class Licensees that will be accessible to the public via its website.

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## **7 Connection with Public Networks**

- 7.1 The Licensee is not allowed to interconnect with a Public Network on wholesale tariffs (mobile termination rate, fixed termination rate). The connection with a Public Network can only be done via a Gateway where the Licensee has to pay the applicable retail charges. For the avoidance of any doubt, wholesale rates such as Interconnection rates (e.g., fixed and mobile termination rates) do not apply.
- 7.2 The Licensee shall not resell telecommunications services in such a way as to bypass the telecommunications facilities of the Individual Public Telecommunications Licensees in Qatar, except as stipulated in the commercial agreement between the Licensee and an Individual Public Telecommunications Licensee.

## **8 Obligations of the Licensee to Customers**

- 8.1 The Licensee shall comply with the provisions of the ARF regarding consumer protection and fair trading. In addition, ictQATAR may issue further instructions to Licensees in relation to consumer protection.
- 8.2 A Licensee who offers telecommunications services to the public shall make available to its Customers the following information prior to purchasing the services:
- a) The name of the Licensee;
  - b) The terms and conditions under which the telecommunications services are offered;
  - c) The Customer service hotline number or other contact information available;
  - d) Whether user instructions are available;
  - e) Whether access numbers, access passwords or other methods used for obtaining the services are available, and any activation procedures;
  - f) All costs and charges; and
  - g) The validity period of the services.

## **9 Treatment of Customer Communications and Data**

- 9.1 A Licensee who collects data on its Customers shall not:
- a) collect, use, retain or advertise any Customer information without the Customers prior consent;
  - b) disclose Customer information to third parties except with the consent of the Customer or as may be authorized by or under the applicable laws of Qatar;

- c) intercept, monitor, record or alter the content of a Customer's communications except with the Customer's prior consent or as permitted under the applicable laws of Qatar; or
- d) utilize or manipulate information about Customers that is obtained in the course of reselling telecommunications services in a way that would have the effect of preventing or hindering competition of such services.

9.2 Additionally, a Licensee who collects data on its Customer shall:

- a) grant Customers the right that any information collected about them can be corrected or removed at their request; and
- b) safeguard the privacy and confidentiality of any communications associated with the use of telecommunications services in accordance with the ARF.

9.3 The Licensee shall ensure that Customer information and Customer communications are protected by appropriate security and technical safeguards.

9.4 Any failure to comply with the legal obligations concerning Customer information and privacy will constitute a breach of the License and/or the ARF.

## 10 Billing

10.1 The Licensee shall comply with the ARF in relation to billing and ensure the accuracy and reliability of any billing system used in connection with the resale of telecommunications services, if applicable.

10.2 Where services are provided on a subscription basis, the Licensee must provide an itemized billing invoice to its subscribers at no charge within twenty (20) days following the end of each billing period.

10.3 Any billing invoice prepared by the Licensee must be in a format that is clear, legible and easily understood. It must also include information for the entire period covered by such an invoice, including the details of the services rendered to the subscriber and the breakdown of all charges associated with each rendered service and their method of calculation.

## 11 Requirement to Provide Information to ictQATAR

ictQATAR shall have the right to request the Licensee to submit any information including periodic reports, statistics and other data as well as additional information as necessary to



effectively supervise and monitor compliance with the terms and conditions of this License and the ARF.

## **12 Access to Premises and Information**

The employees of ictQATAR who are vested with judicial seizure powers in accordance with Article (63) of the Telecommunications Law may enter and inspect the offices, places and premises used by the Licensee in relation to the resale of telecommunications services, in order to verify that the Licensee is in compliance with the terms and conditions of this License and the ARF.

## **13 Lawful Interception and Security**

- 13.1 The Licensee shall make available to duly authorized law enforcement agencies of the State of Qatar, upon request, all stored information that is held by the Licensee in conducting the activities authorized under this License and shall otherwise cooperate with such authorities in accordance with procedures established by applicable laws and regulations.
- 13.2 The Licensee shall comply with the requirements of the authorized agencies of the State of Qatar relating to national security and with the directions of governmental bodies in cases of public emergencies, and it shall implement the orders and instructions of the ictQATAR with respect to service issues related to same.

## **14 Telecommunications Equipment**

- 14.1 The Licensee shall ensure to implement any measures prescribed by the ARF and other reasonable and necessary safety measures regarding the installation, lease and usage of all telecommunications equipment to safeguard life or property and to limit exposure to electromagnetic emission, radiation and related risks.
- 14.2 The Licensee shall ensure that all telecommunications equipment, deployed in order to provide the telecommunications services, meets the requirements of ictQATAR's Type Approval regime.

## **15 Radio Frequency**

- 15.1 If the resale of telecommunications services requires the use of radio frequencies, the

Licensee must obtain from ictQATAR a radio frequency license or authorization, subject to spectrum availability.

- 15.2 If the use of radio frequencies is required, the radio frequency license or authorization must be obtained from ictQATAR prior to the use of such radio frequencies and submitted to ictQATAR as part of the notification process described in Section 6 of this License.
- 15.3 The grant of the spectrum license shall not create any property right or interests on the part of the Licensee in such spectrum and the Licensee shall remain subject to the authority of ictQATAR to release spectrum or alter, amend or cancel spectrum allocations or assignments, in accordance with the ARF.
- 15.4 The Licensee must comply with the ARF relating to radio frequency.

## 16 Assignment of License

The Licensee may not assign this License, and the License will not be deemed to be assigned by contract, by operation of law or for any other reason, without the prior written approval of ictQATAR in accordance with the provisions of the ARF.

## 17 Breach of License Conditions

- 17.1 The Licensee shall be liable for all breaches of this License and/or of any other terms or provisions of the ARF whether caused or carried out by itself or by any Person acting on its behalf.
- 17.2 Except in situations involving imminent and irreparable harm to Persons or property, where there are reasonable grounds to suspect that the Licensee (or its officers, subcontractors or agents) is in breach of this License, the Licensee will be served with a written notice by ictQATAR requesting to rectify the breach. Additionally, if there is evidence to support the possibility of a breach causing consumer detriment, ictQATAR may serve the Licensee with a written notice suspending immediately its right to sell telecommunications services during the inquiry or investigation stage.
- 17.3 If the Licensee fails to remedy any breach resulting from non-compliance with any condition of this License or the ARF, ictQATAR may take any enforcement action or measure as it deems appropriate in accordance with the ARF and/or Chapter (16) of the Telecommunications Law.

17.4 Without prejudice to any other enforcement powers of ictQATAR, the Licensee shall lose its right to resell telecommunications services, through a notice to this effect from ictQATAR, if the Licensee commits repeated violations of the License terms and/or the ARF.

## 18 Continuity of Service

18.1 A Licensee who decides to terminate the provision of any of its services shall notify its Customers in writing by public notice at least thirty (30) days prior to the date on which the services are planned to be terminated and reimburse any Customer who has already paid for services that extend beyond this period.

18.2 When a Licensee loses its right to resell telecommunications services in line with the terms of Section 17 of this License, the Licensee must provide a minimum of thirty (30) days' notice, or such other period as may be specified by ictQATAR, to all Customers and reimburse any Customer who has already paid for services that extend beyond the notice period. The Licensee shall also comply with any orders issued by ictQATAR in this regard to ensure the least amount of negative disruption to services and Customers.

## 19 Force Majeure

If the Licensee is prevented from providing the telecommunications services according to the terms and conditions of this License because of Force Majeure,

- a) the Licensee shall notify ictQATAR as to the reasons why as soon as reasonably practicable; and
- b) ictQATAR may suspend specific conditions of this License for as long as the Force Majeure continues.

## 20 Amendment of License

ictQATAR may amend this License from time to time as it deems necessary.

## 21 Governing Law

This License shall be governed by and interpreted in accordance with the laws of the State of Qatar.

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### ANNEX A – DEFINITIONS

The following terms and expressions shall have the meanings assigned to each of them:

**Applicable Regulatory Framework (“ARF”):** the Telecommunications Law No. (34) of 2006 and its By-Law and any other rules and regulations, decisions, orders, policies, guidelines, instructions or notices issued by ictQATAR as well as this License terms and conditions and relevant laws of the State of Qatar and international treaties that the State of Qatar has subscribed to.

**Bypass:** is when a Person uses any means to access national, international or other telecommunications services without using the telecommunications facilities of an Individual Public Telecommunications Licensee.

**Class License:** the License granted in accordance with Chapter Three of the Telecommunications Law for a certain class of service providers and which applies to any person falling within that class without that person having to apply for such license.

**Closed User Group:** means legal persons or entities with common economic and non-economic links, that can be identified as being part of a corporate group that exists on the basis of an ongoing professional and business relationship between members of the group, or with another entity of the group, and whose internal communication needs result from the common interest underlying the relationship. Closed User Groups shall not include natural persons or private individuals.

**Customer:** any subscriber or user of telecommunications services, whether such services are acquired for the customer’s own use or for resale.

**Data Center:** for the purpose of this License, a Data Center is a facility housing Information Technology equipment used to provide services such as data back-up, web site hosting, remote hosting of servers for private data networks, email server hosting etc. to third parties on a commercial basis. Data Centers are consumers of large quantities of public telecommunications services.

**Force Majeure:** a devastating act of nature or other disaster or action taken by a third party that is beyond the reasonable control of the Licensee, including but not limited to earthquakes, floods, widespread fires, tropical storms, or acts of war or terrorism.

**Gateway:** for the purpose of this License, a Gateway is a Telecommunications Equipment that connects a Private Network to a Public Telecommunications Network. For clarity, a

Gateway is distinct from Interconnection.

**Hotel:** a commercial establishment, duly authorized by the Ministry of Business and Trade and other competent authorities in Qatar in accordance with the applicable Qatari laws, which primary business is providing lodging and other guest services usually on a short-term (daily) basis. A hotel may also have ancillary services supporting the lodging such as restaurants, conference rooms, stores, and other services that may also be accessible to the general public.

**Individual Public Telecommunications License:** an Individual License granted by ictQATAR for the provision of public Fixed or Mobile Telecommunications Networks and Services. The holder of such license is called **Individual Public Telecommunications Licensee**.

**Interconnection:** the physical and logical linking of telecommunications networks used by the same service provider or by a number of service providers in order to allow the customers of one service provider to communicate with customers of the same or another service provider or to enable them to access services provided by another service provider.

**Internet Café:** a place, which is duly registered and/or authorized by the Ministry of Business and Trade and other competent authorities in Qatar in accordance with the applicable Qatari laws, where the public can pay to access the Internet either through their own computer or through a computer supplied by the Internet Café.

**License:** this “Class License for the Resale (Retail) of Telecommunications Services”.

**Licensee:** a legal person who resells telecommunications services to the public under this Class License.

**Person:** a natural or legal person of any type or form.

**Private Network:** a telecommunications network that is utilized for the internal communications needs of a Closed User Group, as distinct from providing telecommunications services to the public, and which can have a Gateway to the public telecommunications network. The term includes Virtual Private Networks.

**Public Call Office:** an office, which is duly registered and/or authorized by the Ministry of Business and Trade and other competent authorities in Qatar in accordance with the applicable Qatari laws, that makes certain telecommunications services available to the public for a fee. These services may be available inside shops or at stand alone facilities that enable people who may not be able to afford to purchase telephones and subscribe to services to still have access to telecommunications services.

**Public Network:** a telecommunications network operated by an Individual Public Telecommunications Licensee used for the provision of telecommunications services to the public.

**Resale:** the subsequent sale or lease on a commercial basis, with or without adding value, of a telecommunications service provided on a retail basis by an Individual Public Telecommunications Licensee.

**Reseller:** a legal person who provides to the public a telecommunications service that was acquired on a retail basis from an Individual Public Telecommunications Licensee.

**Service Provider:** a person that is licensed to provide one or more telecommunications services to the public or licensed to own, establish or operate a telecommunications network to provide telecommunications services to the public. This includes providers of information or content provided using a telecommunications network.

**Telecommunications Equipment:** equipment capable of being connected directly or indirectly with a Telecommunications Network in order to send, transmit or receive telecommunications services.

**Telecommunications Facilities:** any facility, apparatus or other used or capable of being used for transmitting telecommunications services or for any operation directly connected with the transmission of telecommunications services.

**Telecommunications Law:** is the Telecommunications Law No. (34) of 2006 of the State of Qatar.

**Telecommunications Network:** any wire, radio, optical or electromagnetic systems for routing, switching and transmitting telecommunications services between network termination points including fixed and mobile terrestrial networks, satellite networks, electricity transmission systems or other utilities (to the extent used for telecommunications), circuit or packet switched networks (including those used for Internet Protocol services), and networks used for delivery of broadcasting services (including cable television networks).

**Telecommunications Service:** any form of transmission, emission or reception of signs, signals, writing, text, images, sounds or other intelligence provided by means of a telecommunications network to a third party.

**Wireless Internet Zone** (also called Hotspot): a specific geographic location where the public can access the Internet through wireless broadband networks. These zones are increasingly found in airports, restaurants, coffee shops, parks and other places where

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people tend to congregate. The owner or operator of a Wireless Internet Zone must be duly registered and/or authorized by the Ministry of Business and Trade and other competent authorities in Qatar in accordance with the applicable Qatari laws.

## Annex B – Notification Form



**Regulatory Authority**  
هيئة تنظيم الاتصالات

P.O. Box 23264 Doha Qatar

T +974 4995-313

F +974 4935-913

Supreme Council of Information & Communication Technology

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المجلس الأعلى للإتصالات و تكنولوجيا المعلومات

### Resale Class License – NOTIFICATION FORM

#### Type of Notification (check one box only):

- ☐ Notification for commencement of resale services. (The notification fee is QR 1500).
- ☐ Notification for modification of the details previously submitted to ictQATAR. (The modification fee is QR 300).
- ☐ Notification for termination of resale services. (Free of charge). Specify the planned termination date:

#### Details of Notifying Person (Reseller):

Name : .....  
Commercial Registration No: .....  
Street and Postal Address: .....  
Website: .....

#### Contact Details

Primary Contact Person: .....  
Title: .....  
Telephone No: ..... Fax No: ..... Mobile No. : ..... Email: .....  
Alternate Contact Person: .....  
Title: .....  
Telephone No: ..... Fax No: ..... Mobile No. : ..... Email: .....

#### Type of Reseller (check one box only):

- ☐ Hotel ☐ Public Call Office ☐ Internet Café ☐ Wireless Internet Zone ☐ Data Centre

#### Address of the location where the telecoms services will be resold (One Notification Form for each address):

.....

#### Radio Frequency Requirements (check one box)

Will the Reseller require the use of radio frequency to provide the services?

- ☐ No
- ☐ Yes. An authorization from ictQATAR for using radio frequencies must be submitted along with this Form.

**Resale Commencement Date:** .....

#### Enclosed:

- ☐ Copy of the Qatari Commercial Registration.
- ☐ One-time notification fee: QR 1,500.
- ☐ Modification fee: QR 300.

#### Declaration:

I, ....., declare as the authorized owner, officer or agent of the Reseller that:

1. All information provided as part of this Notification is true and complete with the understanding that any untrue, inaccurate, misleading or incomplete information may be grounds for losing the right to resell telecommunications services.
2. The Reseller understands and consents to the terms and conditions of the "Class License for the Resale (Retail) of Telecommunications Services", in particular the condition that the Reseller must have a commercial agreement with an Individual Public Telecommunications Licensee before providing telecommunications services to the public.

Authorized Signatory: .....

Name: .....

Signature .....

Date: .....