

Draft Decision Report
on
**Consumer Protection Code for Public Telecommunication Services, Premium Rate
Services & Outbound Voice, SMS & Data Roaming Services**
(Final Draft)

DATED AS OF: April 2019

PREPARED BY



Posts and Telecommunications Department
Ministry of Transport and Communications
The Republic of the Union of Myanmar

Preface

- A. In accordance with Section 31 of the Law, the Department with the approval of the Ministry, shall determine consumer protection standards relating to a Service License. The Department developed in 2018 within its review of the Tariff Framework 2017 the Draft Tariff Directive 2018 which covered beside pay related Tariff provisions also non-pay related consumer protection provisions following international best practice. The Department issued on 18.05.2018 with its Public Discussion Report (PDR) on the Draft Tariff Directive 2018 the first consultation on the results of the review of the Tariff Framework 2017 and on necessary consumer protection requirements. The Department received feedback within the first consultation from the following eight stakeholders:
- I. Eager
 - II. Facebook
 - III. Frontier
 - IV. MPT
 - V. Mytel
 - VI. Ooredoo
 - VII. Sumitomo
 - VIII. Telenor
- B. A general feedback received from industry stakeholders was that the Draft Tariff Directive 2018 covering pay related Tariff provisions and provisions on consumer protection (non-pay related Tariff provisions) is too complex. Reflecting this feedback, the Department split the initial Draft Tariff Directive 2018 into the following two parts:
- I. “Consumer Protection Code for Public Telecommunication Services, Premium Rate Services & Outbound Voice, SMS & Data Roaming Services – Final Draft”; and
 - II. “Telecommunication Tariff Directive 2019 – Final Draft”.
- C. The majority of provisions of this Draft Decision Report on “Consumer Protection Code for Public Telecommunication Services, Premium Rate Services & Outbound Voice, SMS & Data Roaming Services – Final Draft” was already implemented in the PDR on Draft Tariff Directive 2018 and industry stakeholders already provided their feedback on this. Reflecting a request of the Parliament of the Republic of the Union of Myanmar (please see below), the Department completed the Consumer Protection related provisions of the Draft Tariff Directive 2018 which focused on Public Telecommunication Services and on Voice, SMS and Data (Outbound) Roaming Services with provisions for Premium Rate Services. The Department provided in this DDR a short introduction of the underlying concept of Premium Rate Services and also provides additional backgrounds and rationale for the proposed provisions for Premium Rate Services.

- D. With letter from 15.03.2019, the Committee of Transportation, Communication and Construction of the Parliament of the Republic of the Union of Myanmar (Pyithu Hluttaw) request the Ministry of Transport and Communication amongst other to
- I. issue legal instruments to Licensees
 - II. ensure Licensees provide their Subscriber clear and easily understandable product information
 - III. ensure that Licensees offer Value Added Services (VAS) only after Subscriber confirmed twice their agreement to purchase the VAS (double confirmation)
 - IV. ensure that Licensees are not offering automatic renewal and automatic subscription to any telecommunication services
 - V. ensure that Licensees enabling Subscriber to unsubscribe from subscribed services
 - VI. ensure that Licensees informing Subscriber in relation to terms and conditions of service
- E. The above requests of the Committee of Transportation, Communication and Construction of the Parliament of the Republic of the Union of Myanmar (Pyithu Hluttaw) were fully reflected in the draft provision of this DDR. With these items incorporated, the Consumer Protection Code draft for the telecommunication sector in Myanmar supports remedying complaints from Myanmar citizens in relation to Public Telecommunication Services and Premium Rate Services offered by the Myanmar telecommunication sector. The Consumer Protection Code proposed would be the first common standard reflecting the needs of Subscriber in Myanmar and international best practice measurements of well accepted and well working Consumer Protection legislation worldwide. All Licensees (and not only nationwide operating fixed and mobile operators) of the Myanmar telecommunication sector shall implement and apply the derived Consumer Protection measures and shall comply with the defined Consumer Protection standards.
- F. The Department provides with this DDR furthermore its view on the received stakeholder feedback of the first public consultation in relation to the consumer protection provisions provided in the PDR and selectively adjusted provisions of the PDR accordingly.
- G. The Department initiates with this DDR on Consumer Protection Code for Public Telecommunication Services, Premium Rate Services & Outbound Voice, SMS & Data Roaming Services” the second public consultation of consumer protection provisions for Public Telecommunication Services, Premium Rate Services, and Roaming Services. The Department invites the public and all industry stakeholders to submit their final opinion on the consumer protection provisions provided in this DDR.
- H. Submissions should be addressed to:

Director General

Posts and Telecommunication Department

Ministry of Transport and Communications

The Republic of the Union of Myanmar

Building No. 2

Nay Pyi Taw, Myanmar

Attention: Daw Seint Seint Aye

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- I. The Department intends to make submissions received available to the public. Any confidential information shall be provided under a separate cover clearly marked “CONFIDENTIAL”. For any party who wishes to make a confidential submission, a “public” version of the submission shall also be provided where confidential information is redacted. Submissions shall be provided in English language or Myanmar Language.
- J. The Department thanks interested parties upfront for their participation in this consultative process and looks forward to receiving submissions.

Response of the Department on Stakeholder Feedback Received of the First Consultation of the PDR on “Tariff Directive 2018” in Relation to Consumer Protection

Section in DDR	Section in PDR	Content	Objective	Stakeholder feedback	Comment of the Department
Chapter I – Title, Extent, Commencement, Variation, Legal Effect & Exclusion					
1	3.2	Short title, extent & commencement	<ul style="list-style-type: none"> • Definition of the short title of the directive • Definition of services covered by the Code (Public Telecommunication Services, Roaming Services, Premium Rates Services) • Definition of the commencement date • Definition of stakeholder impacted by the Code • Clarification that contents of Premium Rate Services are not considered in this Code 	<ul style="list-style-type: none"> • PDR incomplete – Premium Rate Services are not covered • Tariff Code must enable the PTD to identify which services are being offered to SMEs. One approach is to define Large Enterprises in terms of, for example, the number of employees e.g. enterprises with more than 250 employees. 	<ul style="list-style-type: none"> • Premium Rates Services incorporated • The Department agrees with the stakeholder request to specify enterprises based on number of employees and puts this criterion and the proposed number of 250 employees up for consultation.
2	3.3	Variation & Revocation	<ul style="list-style-type: none"> • Right of the Department to review, amend and revoke the Code 	<ul style="list-style-type: none"> • Licensees should be consulted on changes to substantive provisions in the Tariff Directive. The procedure and timelines for doing this should be specified. 	<ul style="list-style-type: none"> • The Department followed within this section the language of Section 31(a) of the Law and does not agree with further specification.
3	3.4	Legal effect of this Code	<ul style="list-style-type: none"> • Definition of stakeholders impacted by the Code 	<ul style="list-style-type: none"> • None 	<ul style="list-style-type: none"> • Licensees offering or facilitating Premium Rate Services incorporated
4		Exclusion	<ul style="list-style-type: none"> • Contents of Premium Rate Services shall not be regulated under this Code 	<ul style="list-style-type: none"> • Not part of the first consultation 	<ul style="list-style-type: none"> • Exclusion of content regulation under this Code for Premium Rate Services

Section in DDR	Section in PDR	Content	Objective	Stakeholder feedback	Comment of the Department
					incorporated
Chapter II – Definitions					
5	3.6	Definitions	<ul style="list-style-type: none"> • Clarification of terms used in the Code 		<ul style="list-style-type: none"> • Definition in relation to Premium Rates Services incorporated • Competition law related definition in relation to charging (price squeeze, predatory pricing, markets, ...) excluded from this Code
Chapter III – Licensees Offering PRS & Responsibilities					
6		Licensees Offering PRS	<ul style="list-style-type: none"> • Definition of Licensees Offering PRS • Definition of Facilitating Licensee • Treatment of Licensees enabling services 		<ul style="list-style-type: none"> • PRS newly introduced in this DDR
7		Responsibilities	<ul style="list-style-type: none"> • Responsibility of the Facilitating Licensee 		<ul style="list-style-type: none"> • PRS newly introduced in this DDR
Chapter IV – Tariffs for PTS and PRS					
6	3.10	Non-discrimination	<ul style="list-style-type: none"> • The Department permits in principle that Licensees offer Tariffs with different terms and conditions to different clusters of users, if eligibility criteria for these clusters are defined and following intelligible eligibility criteria with rational nexus. Within one cluster, Licensees shall not 	<ul style="list-style-type: none"> • None 	<ul style="list-style-type: none"> • Provision mainly unchanged. Only the reference to price squeeze removed reflecting the pay related nature of price squeeze.

Section in DDR	Section in PDR	Content	Objective	Stakeholder feedback	Comment of the Department
			<p>discriminate.</p> <ul style="list-style-type: none"> • With this, Licensees are enabled to offer for example different terms and conditions to consumer and business customer. • The Department would, however, see a potential discrimination of urban versus rural Subscriber as not covered by this clause, as for such differentiation from the view of the Department there is no intelligible eligibility criteria for a clusterization with rational nexus. 		
8	3.24	Publication of Prices, Terms and Conditions of Tariffs			
8	3.23	<p>Means and Format of Tariff Publication</p> <p>+</p> <p>Language Preselection</p>	<ul style="list-style-type: none"> • Improvement of Tariff transparency • Enabling of Subscriber to make an informed decision to purchase or extend a PTS • Enabling a structured communication between Licensees and Subscriber 	<ul style="list-style-type: none"> • The large majority of ASEAN countries do not appear to have requirements with respect to reporting non-tariff information to the regulator or the telecoms Ministry. Only Thailand appears to have a meaningful requirement. Singapore's requirements appear to be limited to providing terms and conditions and eligibility requirements by dominant operators • Concerns were raised on the ex-ante timelines when consumer protection related Tariff components shall be reported to the Department. 	<ul style="list-style-type: none"> • Language simplifications and combination of 3.23 & 3.24 PDR • With this DDR, the Department adjusted the reporting concept in line with stakeholder request from ex-ante reporting requirements of non-pay related Tariff components to ex-post. With this, concerns in relation to ex-ante timelines should be resolved

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				<ul style="list-style-type: none"> • Clarification is required that this publication requirement do not apply to BTL offers and customer retention offers which would be unique to that customer. • Section 3.23(d) on published tariff information: Most of this information can be required in the terms and conditions. It is not practical to provide all this information in an advert because it would mean fitting a large amount of text in a small space and make the text too small to read easily. An advert can instead direct the customer to the terms and 	<ul style="list-style-type: none"> • The provisions of the draft Code, once effective should be seen as minimum standard to be implemented by Licensees. The Department may investigate in the context of Chapter VIII whether consumer protection provisions were appropriately implemented • To clarify publication requirements for BTL and customer retention offers, the Department does not see in the context of mass market services and innovative web-technology any reason for discriminatory treatment of Subscriber in relation to publication of Tariffs. If in a mass market context a Licensee has the capabilities to offer and bill Subscriber individual PTS / Tariffs via BTL / customer retention then the Licensee should also have the capability to establish Subscriber individual web-access where the Subscriber can find the required information of its Tariff and

Section in DDR	Section in PDR	Content	Objective	Stakeholder feedback	Comment of the Department
				<p>conditions.</p> <ul style="list-style-type: none"> • • Confirmation requested that pricing should consist of the gross price and commercial tax shown separately. There is no tax referred to as GST in Myanmar. • Clarification is requested on “comparison” of financial implication of a Tariff on Subscriber. • It is suggested that the only language requirement shall be to provide the Myanmar language version of the information that is required on the day of launch. Providing the information in the national language should suffice in terms of regulation. 	<p>the Licensee should also be able to enable its customer service hotline to comply with the provision of this Section.</p> <ul style="list-style-type: none"> • The Department clarifies that the publication requirements for Tariffs are not primarily related to advertisements. Minimum publication requirements Licensees shall follow are publication on their web portal and via customer call center. • The Department clarifies the requirement to publish gross prices and adjusted the provision to cater for potential sales, value added or commercial tax • The provisions under (e) of this Section could be fulfilled by offering a tariff calculator for offered PTS where Subscriber can incorporate their expected usage and the tariff calculator provides the Subscriber with the expected for example monthly costs of the Tariff. • The Department does not

Section in DDR	Section in PDR	Content	Objective	Stakeholder feedback	Comment of the Department
					agree with feedback of the stakeholder requiring that only Myanmar language should be sufficient reflecting the language diversity in Myanmar.
		Terms and Conditions of Service	<ul style="list-style-type: none"> • Definition of basic transparency requirements in relation to terms and conditions of Tariffs 	<ul style="list-style-type: none"> • It is not practical to provide all this information in an advert because it would mean fitting a large amount of text in a small space and make the text too small to read easily. An advert can instead direct the customer to the terms and conditions. Confirmation that pricing should consist of the gross price and commercial tax shown separately. There is no tax referred to as GST in Myanmar. • Clarification is requested on “comparison” of financial implication of a Tariff on Subscriber. • It is suggested that the only language requirement shall be to provide the Myanmar language version of the information that is required on the day of launch. Providing the information in the national language should suffice in terms of regulation. 	<ul style="list-style-type: none"> • The Department clarifies that defined transparency requirements do not contain publication in advertisement as mandatory channel to establish transparency which are defined as internet presence of the Licensee and call center. • The Department further clarifies that gross and not net prices shall be published. • The provisions under (e) of this Section could be fulfilled by offering a tariff calculator for offered PTS where Subscriber can incorporate their expected usage and the tariff calculator provides the Subscriber with the expected for example monthly costs of the Tariff. • The Department does not agree with feedback of the

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					stakeholder requiring that only Myanmar language should be sufficient reflecting the language diversity in Myanmar.
		Disclosure of Relevant Details and Additional Amounts	<ul style="list-style-type: none"> • Transparency requirements related to Tariff related details as billing increments, peak/off-peak, service credits, ... 	<ul style="list-style-type: none"> • None 	<ul style="list-style-type: none"> • No adjustments
		Disclosure of Limitations	<ul style="list-style-type: none"> • Transparency requirements related to limitations of the Tariff including clarification of unlimited Tariff components 	<ul style="list-style-type: none"> • Unlimited offers should continue to be excluded from the market • Concern is expressed regarding the potential inclusion/acceptance of “Unlimited Offers” in the marketplace. Under the current Pricing and Tariff Regulatory Framework (2017), unlimited offers are prohibited in their entirety. Furthermore, unlimited offers are seen as inconsistent with the concept of cost-based pricing, and therefore proposes that all references to unlimited pricing (Section 3.24 (c)) be removed from the Directive, and a clear restriction be added to the Directive. 	<ul style="list-style-type: none"> • The Department does not see any legal basis which would exclude unlimited offer from the market • The Department furthermore clarifies that the Tariff Framework 2017 does not prohibit the offer of unlimited offers • The Department furthermore refers to many markets where unlimited offers were introduced without causing predatory pricing • Accordingly, the Department does entirely not agree with the submitted request to remove unlimited offer from both the Non-Pay Related Telecommunication Tariff

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					Code 2019 and the Pay Related Telecommunication Tariff Code 2019
		Validity Period	<ul style="list-style-type: none"> • Transparency requirements related to validity period of tariffs and tariff components 	<ul style="list-style-type: none"> • None 	<ul style="list-style-type: none"> • No adjustments
			<ul style="list-style-type: none"> • 	<ul style="list-style-type: none"> • 	<ul style="list-style-type: none"> •
		Tariff options with inclusive time, data volume, messages or credit	<ul style="list-style-type: none"> • Transparency requirements related to inclusive time, data volumes, messages or credits of Tariff options 	<ul style="list-style-type: none"> • None 	<ul style="list-style-type: none"> • Provision unchanged.
		Updated Tariff Information	<ul style="list-style-type: none"> • Update requirements of Tariff information 	<ul style="list-style-type: none"> • None 	<ul style="list-style-type: none"> • Language simplification of the provision in relation to Updated Tariff Information
		Tariff Information on Request	<ul style="list-style-type: none"> • Licensees shall provide Tariff information on request 	<ul style="list-style-type: none"> • None 	<ul style="list-style-type: none"> • Provision unchanged.
		Quiz, Competition and Prizes	<ul style="list-style-type: none"> • Transparency requirements related to terms and conditions of quiz, competitions and prizes 	<ul style="list-style-type: none"> • Only pay related feedback received 	<ul style="list-style-type: none"> • Language simplification of the provision in relation to Quiz, Competition and Prizes
		Contract Duration, Termination and Suspension of PTSs, Deposits	<ul style="list-style-type: none"> • Consumer protection requirements around contract durations, termination and suspensions of PTS and deposits 	<ul style="list-style-type: none"> • Section 3.24(k)(i) on contract durations: Clarification required when the 12 months limit should begin to apply to existing contracts. It is assumed that the 12 months limit will apply from the date that the Tariff Directive 2018 is published. • Section 3.24(k)(iii) on refunding deposits: It is more practical to return deposits within one month. • Section 3.24(k)(iv) on suspending the provision of services: 	<ul style="list-style-type: none"> • The Department refers to Section 45 of this DDR (3.55 of the PDR). • The Department does not

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				<p>Suspension of the PTS because of contract breach by the customer should not give the customer the right to terminate.</p> <ul style="list-style-type: none"> • The reference to 3.24(k)(ii) should be to 3.24(k)(iii). • It should specifically be stated not to apply to corporate customers. 	<p>agree to a refunding timeline of one month. Benchmarks identify that 5 days is reasonable.</p> <ul style="list-style-type: none"> • Only one party provided feedback on this provision. The Department sees the risk that Subscriber could strategically breach contract agreements to get a termination right. The Department sees, however, also a potential risk that Licensees declaring any suspensions as breach of the contract. Unless the Department get feedback from other parties in this regard, the Department maintains this provision • The Department agrees and adjusted the provision • Please see the comment of the Department in relation to the extent of the Code.
		Service Migration	<ul style="list-style-type: none"> • Consumer protection requirements in relation to service migration 	<ul style="list-style-type: none"> • Section 3.24(l)(ii) refunding the difference between different deposit amounts: It is more practical to refund any difference in deposits within one month rather than 5 working days. • Section 3.24(l)(iii) on early termination charges: Moving from one service with a larger early termination charge to another service with a lower early termination charge should not result in no termination charge being applied. The Subscriber should be charged the difference between the two 	<ul style="list-style-type: none"> • Please see above. • The Department's view is that early termination charges may be suitable if a

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				<p>termination charges.</p> <ul style="list-style-type: none"> • It should always be possible to apply termination charges where the Subscriber moves between different kinds of services. 	<p>Subscriber migrate its services to another provider. In case of service migration within a provider, the Department would not necessarily see the need to charge early termination charges. However, the Department requests further feedback on this.</p>
10		Automatic Renewal	<ul style="list-style-type: none"> • Prohibition of automatic renewal and establishment of information requirements related to renewals • Request of the committee of the parliament 	<ul style="list-style-type: none"> • It may be inconvenient for customers to receive notifications each time a renewal takes place, especially for daily subscription services. For such daily renewal services, reasonable notification intervals should be specified. Additionally, detailed condition with the explanation of how to opt out should be clarified in the beginning of subscription. 	<ul style="list-style-type: none"> • Adjustment of this provision such that automatic renewal of PTS shall not be permitted but Subscriber shall actively opt-in to renew its subscription. • In this case, the Department agrees to define other reasonable timelines for the Subscriber information of their expiring service. • Information in relation to opt-out are not necessary anymore with the proposed adjustment.
11		Double Confirmation to Purchase or Subscribe for PTS and Licensees Acknowledgement	<ul style="list-style-type: none"> • Purchase or subscription for PTS/PRS requires double confirmation • Request of the committee of the parliament 		<ul style="list-style-type: none"> • Increase of certainty that Subscriber unintentionally purchase and pay for services they don't want • Newly incorporated

Section in DDR	Section in PDR	Content	Objective	Stakeholder feedback	Comment of the Department
12		Reminder Messages for Subscription-Based PRS & Confirmation Messages	<ul style="list-style-type: none"> • Enabling Subscriber of PRS to unsubscribe any time • Rules around payment collection 		<ul style="list-style-type: none"> • Specific for PRS • Newly incorporated
13		Enable Subscribers to Unsubscribe from Subscription-based PRS	<ul style="list-style-type: none"> • Enabling Subscriber of PRS to unsubscribe any time 	<ul style="list-style-type: none"> • 	<ul style="list-style-type: none"> • Specific for PRS • Newly incorporated
14		Indicate Charges in all chargeable Messages	<ul style="list-style-type: none"> • Inform Subscriber about charges • Tariff transparency of PRS 	<ul style="list-style-type: none"> • 	<ul style="list-style-type: none"> • Specific for PRS • Newly incorporated
15	3.25	Mechanisms to Monitor Usage	<ul style="list-style-type: none"> • Mechanisms to keep Subscriber informed on their current usage and to enable users to plan their usage within the validity period of a Tariff • Mal practices seen in several markets that with introduction of unlimited bundles Licensees try to identify heavy user with the target to terminate their agreement shall be prevented 	<ul style="list-style-type: none"> • Purpose or justification behind the ban on measuring consumption of individual unlimited subscriptions is not clear. It is suggested to delete the provisions under (b). 	<ul style="list-style-type: none"> • With prohibiting that usage in unlimited offers is measured Licensees cannot identify and terminate heavy user • Unlimited bundles do not require measurement of usage for billing and for other purposes data can be used in anonymized form • No adjustments
16	3.26	Unsolicited Services	<ul style="list-style-type: none"> • Provision shall prevent that Licensees lock-in Subscriber on the basis of unsolicited services into a paid service without active 	<ul style="list-style-type: none"> • None 	<ul style="list-style-type: none"> • No adjustments

Section in DDR	Section in PDR	Content	Objective	Stakeholder feedback	Comment of the Department
			<p>approval of the Subscriber</p> <ul style="list-style-type: none"> • Unsolicited free services with automatic subscription to paid services shall be prohibited 		
17		PTS with Free Trial Period	<ul style="list-style-type: none"> • Specific consumer protection challenges around PTS with free trial period to prevent subscription of services the Subscriber does not want to purchase based on lock-in in a free trial period 		<ul style="list-style-type: none"> • Newly incorporated based on stakeholder request • Further details in the DDR on price related Tariffs
18	3.27	Protection of Subscriber Service Information	<ul style="list-style-type: none"> • Introduction of minimum Subscriber data protection standards 	<ul style="list-style-type: none"> • One stakeholder submitted a benchmark of different data protection frameworks with the request to align this provision with international best practice data protection frameworks where this provision is not applicable for anonymous or anonymized data • It is suggested to introduce an opt-out instead of an opt-in approach. • Clarification requested if the agencies mentioned in 3.27 b-iv are exceptions to the disclosure ban in 3.27c 	<ul style="list-style-type: none"> • The Department adjusted the provision with the introduction of the concept of anonymous and anonymized data and by excluding anonymous and anonymized data from the requirements of this provision. • The Department does not agree on an opt-out approach instead of an opt-in approach as the Myanmar telecommunication market is currently less educated in relation to data protection. An opt-out approach would require significant public education in this regard.

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				<ul style="list-style-type: none"> • One stakeholder submits that the Directive should also include a clear privacy regime for the Department to follow. This regime is for the benefit of both operators (who have provided the information), but most importantly for Myanmar Subscribers, who otherwise risk having their personal information in an unprotected format. • The stakeholder further submits that the privacy regime should set out: <ul style="list-style-type: none"> • (a) how long the Department will hold sensitive Subscriber and business information; • (b) where the Department will hold such information; • (c) what protections the Department must put in place to protect such information which is held by it or on its servers; • (d) the extent of the indemnity or legal protection that the Department will provide to telecommunications operators in the event that there is a breach of the Department's security systems and the operators breach their own confidentiality obligations due to an error of the Department or the Department's system; • (e) protections for any event where business sensitive information of one telecommunications operator is either negligently, mistakenly, or fraudulently shared with another 	<ul style="list-style-type: none"> • Based on the clarification request whether agencies mentioned in (b)(iv) of the provisions are exceptions to the disclosure ban of (c), the Department adjusted the provision under (b)(iv) by adding “in line with prevailing laws and regulation”. The intention of the Department with introducing (b)(iv) is to prevent that the consumer protection provisions of this Code are contrary to or blocking potential future regulation in relation to legal interception or data retention in the framework of law enforcement. • The Department refers in this context to the provisions of the Myanmar Civil Service Law, 2013, Section 163, Clause 20.

Section in DDR	Section in PDR	Content	Objective	Stakeholder feedback	Comment of the Department
				<p>telecommunications operator to the disclosing operator's detriment; and</p> <ul style="list-style-type: none"> • (f) protections against requirements to disclose customer or business sensitive information through freedom of information principles, to the extent that they exist or are implemented in Myanmar. • The stakeholder considers that these protections are vitally important to implement prior to the enactment of the Directive. In an age where hacking is becoming increasingly prevalent, and where jurisdictions are introducing world-leading new regulations such as the Global Data Protection Regulation in the European Union, the stakeholder considers that it is essential that the information of Myanmar consumers be protected to the utmost extent. 	
19	3.28	Billing	<ul style="list-style-type: none"> • Billing related consumer protection provisions clarifying amongst others that bills shall be issued monthly if not otherwise agreed and shall be clear, accurate and timely • Definition of minimum information requirements provided in bills 	<ul style="list-style-type: none"> • None 	<ul style="list-style-type: none"> • PRS incorporated
20	3.29	Disputes over Charges	<ul style="list-style-type: none"> • Definition of a dispute resolution process Licensees shall follow in case of billing disputes including SLA for the dispute resolution and definitions of amounts Licensees shall be able to collect in case of billing 	<ul style="list-style-type: none"> • Clarification requested the provision under (f) 	<ul style="list-style-type: none"> • Under (f)(ii), the term pre-paid must be replaced by post-paid. Provision adjusted accordingly. • PRS incorporated

Section in DDR	Section in PDR	Content	Objective	Stakeholder feedback	Comment of the Department
			related disputes		
21	3.30	Customer Service Hotline and Records of Complaints	<ul style="list-style-type: none"> • Requirement to offer a customer hotline for complaints which shall be offered free of charge for Subscriber connected to the network of the Licensee • Requirement to store records of complaints which shall be available for the inspection of the Department upon request 	<ul style="list-style-type: none"> • Provision is not appropriate. Both the requirement to maintain a call center, and the requirement to offer its services free of charge is an unnecessary limitation on operators to offer service differentiation. 	<ul style="list-style-type: none"> • The Department does not agree with the stakeholder position that requirements on freer of charge customer service hotline access is inappropriate for the following reasons: <ul style="list-style-type: none"> ○ Voice coverage exceeds data coverage. Internet only based customer service does not reach all Subscriber ○ There is still a significant amount of 2G / voice only Subscriber in the Myanmar market which could not reach their provider without customer service hotline ○ Fixed network voice only Subscriber would be excluded from access to customer service if this would be entirely internet based ○ Option for public internet access are getting less as with increasing number of data Subscriber public internet offers are

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					<p>getting more and more unprofitable</p> <ul style="list-style-type: none"> ○ Charging of related calls would on the one hand contradict the entire customer protection provisions where customer shall have free of charge access to Tariff information and on the other hand charging would prevent access to customer service for economically less privileged Subscriber which should have the rights than other Subscribers ○ Charging for fault clearance requests or for bill disputes does not incentivize operators to speed up such processes but would increase the risk operator park their Subscriber in queues to increase their revenues <ul style="list-style-type: none"> • No adjustments
	3.32	Transparency of Promotional Offers	<ul style="list-style-type: none"> • Clarification of publication requirements Licensees shall follow for promotional offer 	<ul style="list-style-type: none"> • None 	<ul style="list-style-type: none"> • Deleted and incorporated in other provisions

Section in DDR	Section in PDR	Content	Objective	Stakeholder feedback	Comment of the Department
			<ul style="list-style-type: none"> Establishment of obligation on Licensees to inform Subscriber using Promotional Offer of validity period prior end of the promotion 		
	3.33	Anti-Competitive Promotional Offer	<ul style="list-style-type: none"> Establishment of criteria that Licensees are not engaging anti-competitively with Promotional Offer Defaming competitors shall be prohibited Discriminatory discounts / offers mainly addressing Subscriber of competitors but not unserved Subscriber shall be seen anti-competitive 	<ul style="list-style-type: none"> It is suggested that provisions on anti-competitive promotional offer is applied to all and not only to dominant market participants 	<ul style="list-style-type: none"> The Department agrees with the stakeholder feedback and deleted "dominant" from the provision Deleted and incorporated in other provisions
22	3.34	Code of Conduct for Advertisements	<ul style="list-style-type: none"> Definition of basic standards for advertisements of PTS or Promotional offers to improve Tariff transparency and to prevent that Subscriber are misguided by advertisement 	<ul style="list-style-type: none"> Paragraph (a)(ii) is too wide-sweeping as it stands, and gives room for arbitrary application and unpredictability for Licensees It is suggested to deleted or clearly specify as to how they shall be understood. In particular this applies to "Nuisance" and "Public Morality" Provision under (a)(i) is not necessary and it shall not be regulated. 	<ul style="list-style-type: none"> In line with stakeholder feedback, the term Public Morality was deleted, and Nuisance was replaced. The Department does not agree with this feedback. Tariff transparency requires from the view of the Department that Licensees

Section in DDR	Section in PDR	Content	Objective	Stakeholder feedback	Comment of the Department
					conducting advertisement can clearly be identified. Registration of brand names ensures this.
Chapter V – Special Transparency Requirements for Roaming					
23	3.36 / 3.37 / 3.38	Transparency of retail Tariffs for Roaming Calls and SMS messages Services	<ul style="list-style-type: none"> Establishment of safeguards against roaming related bill shocks 	<ul style="list-style-type: none"> Section 3.36(c) on providing emergency numbers: The requirement to provide messages with respect to emergency numbers for every country visited risks making licensees liable for the consequences if the wrong number is provided, or if the message is not received. Guidance is requested on what the PTD means by "reasonable steps" that licensees should take to prevent Subscribers from being inadvertently charged for roaming near Myanmar's borders. 	<ul style="list-style-type: none"> As this is no worldwide standard but a standard established by the EU, the Department requests feedback from other Licensees whether the emergency related requirement is unreasonable and whether other Licensees share the risk considerations.
24	3.39	Special Transparency Requirements for Roaming – Retail Data Roaming Services	<ul style="list-style-type: none"> Establishment of safeguards against roaming related bill shocks 	<ul style="list-style-type: none"> Only one Licensee submitted that current systems do not support all the notifications; therefore, this will require system development (duration and cost unknown). This Licensee submitted further that tariff directive/framework should merely focus on the operating conditions for proposing, evaluating and implementing tariffs and no more. This Licensee submitted further in relation to Section 3.39(b)(i) on providing usage information: It is not possible to offer usage information for post-paid roaming Subscribers due to delays obtaining billing information from some foreign operators. This Licensee submitted further in relation to Section 3.39 (c)(i) and (ii) on cut off limits for roaming Subscribers to prevent bill shock: The default spending limit of MMK 50,000 (or equivalent in volume) cannot be implemented for 	<ul style="list-style-type: none"> The Department reminds this Licensee that the proposed provision is based on EU standards from 2012 which are meanwhile also standard in many countries outside the EU. Irrespective of pre-paid or post-paid Tariffs, the majority of Visiting Networks enable submission of real-time billing information enabling operator worldwide to implement such provisions also for postpaid services.

Section in DDR	Section in PDR	Content	Objective	Stakeholder feedback	Comment of the Department
				<p>post pay roaming Subscribers because of the delay in getting billing information from foreign operators. Furthermore, MPTs current systems do not support all the notifications; therefore, this will require system development (duration and cost unknown).</p>	<ul style="list-style-type: none"> • Reflecting the start date and the fact that none of the other Licensees submitted similar concerns, the Department is of the view that also this Licensee could have established state of the art roaming systems. • In relation to cost concerns raised by this Licensee it should be stated, that other Licensees invested in state-of-the-art roaming systems and hence the raised cost concerns are not shared by the Department. If this Licensee established roaming systems which are not state-of-the-art then additional costs for upgrading the systems are seen as inefficient and hence not relevant. • Accordingly, the Department does not agree to adjust the provision of this Section, but it added a transitory clause (see Section 47), giving the Licensee one year to establish the provisions.
Chapter VIII – Enforcement Measures					

Section in DDR	Section in PDR	Content	Objective	Stakeholder feedback	Comment of the Department
25	3.41	Investigation	<ul style="list-style-type: none"> • Within an ex-post framework for consumer protection measure, an investigation and enforcement framework is necessary to detect, identify, determine and remedy consumer protection related misconduct of Licensees under this Code. • Provisions in relation to investigation rights must enable the investigating authority to detect, identify, determine and remedy consumer protection related misconduct which is provided in this provision. 	<ul style="list-style-type: none"> • Section 3.41(a) on initiating investigations by the PTD: It should be necessary for reasonable grounds or compelling evidence to be provided so that frivolous claims are excluded. • It is proposed to modify paragraph 3.41d) "In all cases, the Department has the sole discretion to determine whether it will conduct any investigation under this Directive." • All reasonable complaints should be investigated or at least addressed with an explanation why it should not be investigated. As the paragraph currently stands, it will permit PTD conduct that can lead to allegations of bias. 	<ul style="list-style-type: none"> • The Department agrees with this request and adjusted the provision accordingly. • The Department fully agrees with the stakeholder feedback that all <u>reasonable complaints</u> should be investigated. The daily practice, however, shows that only parts of the complaints received from different parties are reasonable and that the Department cannot carefully investigate all complaints with current staff levels. Accordingly, a decision is necessary which of the complaints to follow. The Department is the neutral instance in the market – Licensees have commercial interests. Accordingly, the Department shall have the sole discretion to decide on the cases to investigate.
26	3.44	Interim Directions to Cease and Desist or to	<ul style="list-style-type: none"> • In severe cases of consumer protection 	<ul style="list-style-type: none"> • None 	<ul style="list-style-type: none"> • No adjustments

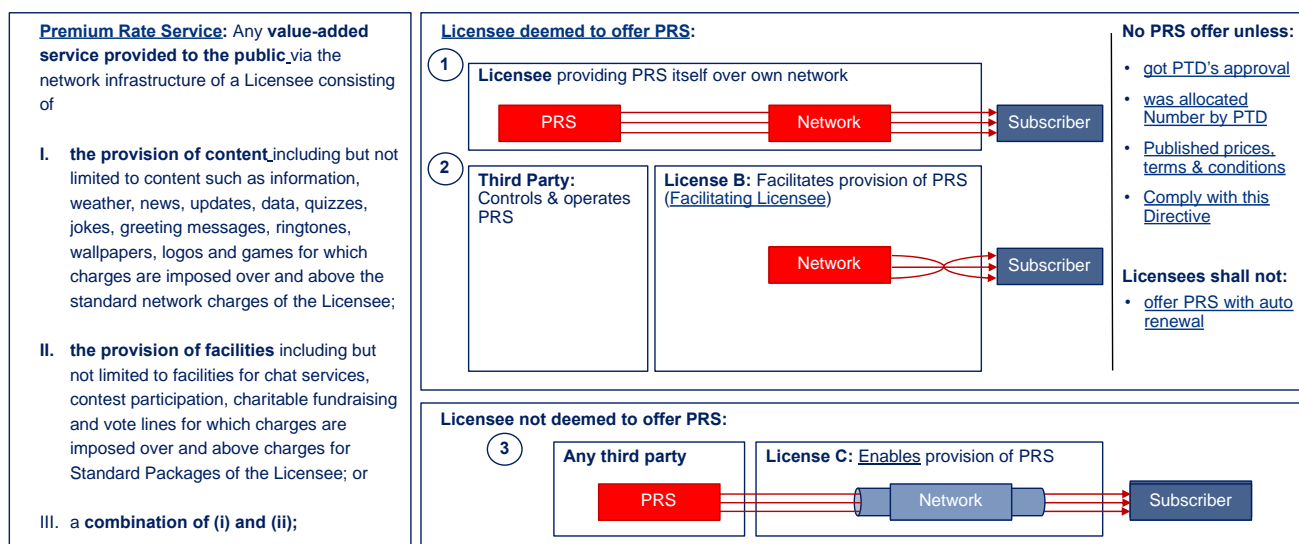
Section in DDR	Section in PDR	Content	Objective	Stakeholder feedback	Comment of the Department
		Comply with Specified Conduct	related misconducts, the investigating body needs the instruments of interim Codes to remedy the misconduct to prevent further damage from Subscriber or if it is in public interest.		
27	3.45	Enforcement measures	<ul style="list-style-type: none"> Enforcement measures follow the provisions of the Law and the Competition Rules and should be suitable reflecting the severity of the misconduct 	<ul style="list-style-type: none"> Section 3.45 on enforcement measures: It should only be possible to take enforcement measures after providing notice and reasonable opportunity to comment in order to be consistent with Section 4.7 of the Operating Licensee. 	<ul style="list-style-type: none"> The Department adjusted the enforcement concept and provided simple and clear rules
28	3.49	Appeals	<ul style="list-style-type: none"> Reflecting the requirements of the Law and the Competition Rules, Licensees where misconduct was found and enforcement measures were imposed on, shall have the right to appeal to the Minister or to request a reconsideration form the Department 	<ul style="list-style-type: none"> Section 3.49 on reconsideration requests and appeals: A licensee should be able to apply for an enforcement decision to be disapplied pending review. Section 3.49(b) on presentation of new facts: There should not be a restriction on presenting new facts following a decision if there was no opportunity to comment before enforcement action is taken. 	<ul style="list-style-type: none"> The Department does not agree to the request of the stakeholder which contradicts from the view of the Department the provisions and intention of interim decisions above. To prevent damage on Subscriber or if public interest requires, then the enforcement measure should be in force until the reconsideration request or the appeal is decided. Reflecting the outcome of the reconsideration request or the appeal, the imposed enforcement shall be maintained or disapplied.

Section in DDR	Section in PDR	Content	Objective	Stakeholder feedback	Comment of the Department
				<ul style="list-style-type: none"> Section 3.49 (c) on timeframes for responses to reconsideration requests. This should read: ""The Department shall seek to issue its decision on the reconsideration request within 30 days from receipt of the request."" That would help to ensure a timely response." 	<ul style="list-style-type: none"> The Department simplified for Consumer Protection to Appeal only, where this is not applicable anymore.
29	3.50	Decision to be Complied with Pending Review	<ul style="list-style-type: none"> In line with provisions in relation to Interim Directions, decisions which are under reconsideration or appeal shall primarily remain in force until the reconsideration or appeal is decided to prevent any harm for Subscriber or the public. 		
Chapter IX – Residuary Clauses					
30	3.55	Over-riding Effect	<ul style="list-style-type: none"> This provision shall ensure a level playing field amongst all Licensees concerned with this Code and intends further to prevent that Licensees are establishing upfront to the enforcement of this provision facts which bring them into a better position 	<ul style="list-style-type: none"> None 	<ul style="list-style-type: none"> Section adjusted and simplified
31	3.56	Interpretation	<ul style="list-style-type: none"> Dispute resolution in relation to interpretation of provisions of this Code 	<ul style="list-style-type: none"> None 	
32		Transitional Clause	<ul style="list-style-type: none"> Transitional clause to give one of the three mobile operators the possibility to 	<ul style="list-style-type: none"> Not part of the first consultation 	<ul style="list-style-type: none"> The Department would require additional feedback whether stakeholder see

Section in DDR	Section in PDR	Content	Objective	Stakeholder feedback	Comment of the Department
			adjust its IT systems in line with the requirements for Roaming Services defined under this Code.		further necessity in relation to transition clauses.
Schedule 1 – Charging Rules					
		Calls to Emergency Services, Call Forwarding, Recharge of Tariffs, Roaming Calls from the territory of Myanmar or outside to a Visiting Network outside of the territory of Myanmar, No charges for management messages of PTS & Calls to Customer Hotline, Content Only Charging for PRS	<ul style="list-style-type: none"> Clarification of charging rules for specific call scenarios, recharge and management communication of PRS and PTS 	<ul style="list-style-type: none"> None 	<ul style="list-style-type: none"> Related provisions were already incorporated in the PDR and stakeholders have not submitted substantial concerns with regards to the provisions. The PDR contained further provisions clarifying special events and day time, where the Department was requested to leave such definition in the hand of the Licensees. As long as Licensees, even if no aligned definition is applied, clearly publishing related definitions, then the Department surrenders such definition.
				<ul style="list-style-type: none"> 	<ul style="list-style-type: none">

Overview of Premium Rate Services

- A. Premium Rate Services (PRS) are usually defined as Value Added Services where contents or additional facilities are provided. A detailed definition is provided in the diagram below. Opposite to classical VAS, which are usually provided and produced by operators in their own network by themselves (see (1) in the diagram), PRS can also be provided by an independent third party facilitated by operators. The most common form of facilitation of third parties PRS is facilitation of billing and collection. The operator has the contractual relation with the Subscriber, where the third parties providing content or facilities required for a PRS. Item (2) in the diagram below represents this second option.
- B. In modern data and internet networks, operators also enabling OTT player to offer services worldwide via internet. Examples of OTT player are Amazon, Google, Facebook and others. The OTT player develop their own relation to Subscriber and using facilities like credit cards for payments but do not use the Licensee enabling their service to take over billing and payment collection. The operator is not involved in any transactions of the OTT player and its customer and is in this context not deemed to offer PRS.



- C. The provision of PRS requires in case of operational model (2) close cooperation between operator and third party controlling and operating the PRS in particular in relation to ordering, provisioning, billing, collection of payments and suspension of the PRS. While these processes were usually working without issues, billing disputes, fault clearance and un-subscription were processes where in the early days of PRS significant issues occurred. With two responsible parties in option (2), billing disputes raised, and fault clearance requested by Subscriber were bounced from one party to the other and in many cases not resolved at all. The lack of clear allocation of responsibilities was used in many cases against consumer for the purpose of maximizing benefits of the third party providing PRS. Policy maker worldwide realized quickly the necessity of regulation of PRS to remedy such behavior and to protect consumer against such malpractices.
- D. Further issue of PRS occurring in the past in general was bill shock. PRS are usually offered at significantly higher price levels as standard PTS. In particular post-paid Subscriber where usage of services and financial consequences are less visible, were victims of bill shock when they started using

PRS without experience and initially without clear pricing information provided. Also, this issue was addressed in PRS regulations worldwide and parties offering PRS were obliged to provide clear price information or in very selected cases even total financial consequences of their usage with each step of usage that they are fully aware of consequences of using related PRS.

- E. Third issue occurred in the early days of PRS were unserious provider of PRS trying to trick Subscriber into paid subscriptions via either unsolicited PRS or via PRS with free trial period. In case of unsolicited PRS, Subscribers followed, without knowing that subscription to the PRS is the consequence, an action described in the first message they received from the provider of such unsolicited PRS. At a later point in time, Subscribers were made aware of this subscription with either running early out of credit in case of prepaid Subscriber or with their monthly bill in case of post-paid Subscriber. Similarly, Subscribers were dragged into paid subscription with PRS with free trial period where no clear information was provided that at the of the free trial period a paid subscription automatically starts. Both malpractices were usually accompanied with the malpractice of not providing clear information how Subscriber can unsubscribe. Policy maker addressed such issues with prohibiting unsolicited PRS and automatic subscription in case of PRS with free trial period but requesting Subscriber in this case to actively subscribe at the end of the free trial to the paid service. Additionally, parties offering PRS were obliged to regularly provide information on how to unsubscribe.
- F. Reflected to the Myanmar context, option (2) can only realistically be mapped in an effective Consumer Protection regulation if responsibility can clearly be allocated to both parties and both parties can be made responsible and liable. That this is possible under the Myanmar Telecommunication Law and under Licensing Rules, both parties in options (2) must be licensed. Content provider, however, are not subject to the current licensing regime in Myanmar. Furthermore, there is no license vehicle for content provider defined under the Myanmar Telecommunication Law for content provider. Hence, the third party in option (2) can under the current regime not be made liable. Only way to establish an effective Consumer Protection region for the sector is, hence, to make the Facilitating Licensee fully responsible and liable and the Facilitating Licensee and the third part have to establish suitable contractual agreements covering and moving responsibilities and liabilities via such contractual agreements to the third party. The alternative is to change the existing telecommunication regime, but this is seen a longer process and not suitable to establish in 2019 an effective Consumer Protection region for the sector.
- G. All lessons learned from the past with PRS were mapped into the Consumer Protection draft:
 - I. Option (2) as above described in the diagram with full responsibility for the Facilitating Licensee is reflected in Section 6 and 7.
 - II. Necessity of contractual agreements between the Facilitating Licensee and the third party offering PRS is reflected in Section 7.
 - III. Exclusion of any responsibility in case of enabling Licensees for any actions of OTT which are not facilitated is reflected in Section 6.

- IV. PRS are PTS and hence all rules for PTS are also applicable for PRS, unless it is otherwise stated. With this, automatic renewal is prohibited, unsolicited services are prohibited, a double confirmation is required to purchase or to subscribe for a PRS, and PRS with free trial period also require a double confirmation at the end of the free trial period. This is reflected in the Sections 10, 11, 16, and 17.
- V. Requirements on regular submission of charges and instruction of how to unsubscribe is reflected in the Sections 12, 13, and 14.
- VI. Section 15 requires the Facilitating Licensee to provide means for Subscriber to monitor their usage of PRS.
- VII. Section 20 and 21 regulate billing disputes for PTS/PRS and the requirement of a customer hotline to additionally request fault clearance.
- VIII. All activities are primarily addressed to the Facilitating Licensee who is responsible for the entire value chain of the PRS.

Consumer Protection Code for Public Telecommunication Services, Premium Rate Services & Outbound Voice, SMS & Data Roaming Services

Final Draft

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Chapter I – Short Title, Extent, Commencement, Variation, Legal Effect & Exclusion

1. Title, extent and commencement:

- (a) This Code shall be called “Consumer Protection Code for Public Telecommunication Services, Premium Rate Services & Outbound Voice, SMS & Data Roaming Services” or in short “Telecommunication Consumer Protection Code” or in the context of this instrument “this Code”.
- (b) This Code shall establish a unique Consumer Protection Standard for the Myanmar telecommunication sector and shall cover non-price related Tariff components of Public Telecommunication Services and Premium Rates Services offered to Subscriber in Myanmar throughout the territory of Myanmar and non-price related Tariff components of Outbound Roaming Services offered to Subscriber in Myanmar.
- (c) This Code shall come into force on the 01.07.2019.

2. **Variation & Revocation:** The Department may at any time review, add to, vary or revoke this Code in accordance with the provision of **Section 31 of the Law** and the provisions of the Competition Rules.

3. Legal effect of this Code

- (a) Licensees offering Public Telecommunication Services to Subscriber in the Republic of the Union of Myanmar including Outbound Roaming Services are required to comply with this Code. Furthermore, Licensees offering directly Premium Rate Services to Subscriber or indirectly as Facilitating Licensee amongst other in the function of the Facilitating Billing Licensee for Licensees offering Premium Rate Service to the public are required to comply with this Code. The obligations contained under this Code are in addition to those contained in the Law, the Competition Rules, the Licensing Rules, the Interconnection & Access Rules and other rules, regulations, directions or licences.
- (b) If any provision of this Code is held to be unlawful, all other provisions shall remain in full force and effect.

4. **Exclusion:** This Code does not regulate or deal with the nature or substance of the content of any Premium Rate Service. Licensees offering Premium Rate Services are to ensure that the content of their services comply with all applicable laws and regulatory requirements prevailing in the Republic of the Union of Myanmar.

Chapter II – Definitions

5. **Definitions:** In this Code, unless the context otherwise requires:

- (a) **“Advertisement”** means any form of communication for PTSs offered regardless of the medium used which draws or is likely to draw the attention of the public, or a member or a segment of it, to a PTSs in a manner calculated to promote, directly or indirectly, that PTS and includes but is not limited to:
- (i) advertisements in newspapers (including classified advertisements), magazines, brochures, leaflets, circulars, mailings, posters, plastic cards (including fare cards, cash cards), tickets and other printed publications;
 - (ii) advertisements via facsimile transmissions and aerial announcements;
 - (iii) advertisements displayed on buildings and vehicles;
 - (iv) television, radio, cinema and video commercials;
 - (v) advertisements in information network services, electronic bulletin boards, on-line databases and Internet services;
 - (vi) advertisements in non-broadcast media such as computer games;
 - (vii) mail orders;
 - (viii) sales promotions;
 - (ix) mailing lists;
 - (x) digital communications in every format, design and context including the world-wide web (Internet); and
 - (xi) advertisements communicated via telephone and electronic messaging,
- and the terms “advertise”, and “advertising” shall be construed accordingly.
- (b) **“Charge”** means –
- (i) the actual collection of payment; and
 - (ii) any act which conveys the impression to a person that he is required or obliged to pay for a service such as the issuance of a bill. A third party offering PRS shall be treated as having charged a person for its PRS when a Facilitating Billing Licensee issues a bill to such person for the service.
- (c) **“Competition Rules”** means the Competition Rules for the Telecommunications Sector of the Republic of the Union of Myanmar, 2013.

- (d) **“Department”** means the Posts and Telecommunication Department under the Ministry of Transport and Communications of the Union of the Republic of Myanmar.
- (e) **“Data Roaming Service”** means a roaming service enabling the use of packet switched data communications by a Roaming Subscriber by means of his mobile device while it is connected to a Visited Network. A Data Roaming Service does not include the transmission or receipt of Roaming Calls or SMS messages, but does include the transmission and receipt of MMS messages.
- (f) **“Electronic Messaging”** means the sending of a message over a public telecommunications network via an electronic messaging system including but not limited to e-mail, short message service and multimedia message service but excludes voice calls made using a telephone service;
- (g) **“Facilitating Licensee”** shall have the meaning as defined in Section 0 of this Code.
- (h) **“Law”** means the Telecommunications Law of the Republic of the Union of Myanmar, 2013.
- (i) **“Licensee”** means a person to whom a licence has been granted under the provision of the Licensing Rules by the Department;
- (j) **“Interconnection and Access Rules”** means the Interconnection and Access Rules of the Republic of the Union of Myanmar, 2013.
- (k) **“Licensing Rules”** means Licensing Rules of the Republic of the Union of Myanmar, 2013.
- (l) **“Premium Rate Service” (“PRS”)** means any value-added service provided to the public via the network infrastructure of a Licensee consisting of
- (i) the provision of content including but not limited to content such as information, weather, news, updates, data, quizzes, jokes, greeting messages, ringtones, wallpapers, logos and games for which charges are imposed over and above the standard network charges of the Licensee;
 - (ii) the provision of facilities including but not limited to facilities for chat services, contest participation, charitable fundraising and vote lines for which charges are imposed over and above charges for Standard Packages of the Licensee; or
 - (iii) a combination of (i) and (ii);
- (m) **“Public Telecommunication Service” or “PTS”** means any Telecommunication Service as defined by the Law offered by a Licensee irrespective of its License for a fee directly to the public, or to such clusters of users as to be effectively available directly to the public, regardless of the facilities used. Telecommunication Services to the Public shall not include individually tailored Telecommunication Service which are only offered to one or to a limited group of beneficiaries. The plural of Public Telecommunication Service shall be abbreviated in the course of this Code as **“PTSs”**.
- (n) **“Purchase Keyword Command”** means the unique text message designated by a Licensee offering PRS to enable a person to purchase or subscribe for its PRS via electronic messaging by sending a message containing the designated text message to the Licensee offering PRS;

- (o) **“Roaming Call”** means a mobile voice telephony call made by a Roaming Subscriber, originating on a Visited Network and terminated on a public communications network within or outside Myanmar or received by a Roaming Subscriber, originating on a public communications network within or outside Myanmar and terminated on a Visited Network.
- (p) **“Roaming Services”** means either a Roaming Call Service, or a Roaming SMS Message Service or a Data Roaming Service or any combination of Roaming Call Service, or Roaming SMS Message Service or Data Roaming Service.
- (q) **“Roaming SMS Message”** means a SMS message sent by a Roaming Subscriber, originating from a Visited Network and terminating on a public communications network within or outside Myanmar or received by a Roaming Subscriber, originating on a public communications network within or outside Myanmar and terminated on a Visited Network.
- (r) **“Roaming Subscriber”** means a Subscriber of a Licensee’s Public International Roaming Service, by means of a terrestrial public mobile communications network situated in a territory outside Myanmar, whose contract or arrangement with that Roaming Provider permits roaming.
- (s) **“Subscriber”** means in the context of this Code any person, any company registered in Myanmar, any statutory body registered in Myanmar, and any government body of the Republic of the Union of Myanmar.
- (t) **“Subscription-Based”** in relation to a PRS means a PRS where the Subscriber is committed to the service for a fixed (e.g. weekly, monthly, etc) duration;
- (u) **“Tariff(s)”** mean(s) rates and related conditions at which PTSs within Myanmar and outside Myanmar are provided including service description, terms and conditions of the service provisioning and the applicable charges, deposits, installation charges, rentals charges, free service components, charges for data conveyance services, usage charges and any other related fees or service charge.
- (v) **“Unsubscribe Keyword Command”** means a unique text message designated by a Licensee offering PRS to enable a Subscriber to unsubscribe from a PRS via electronic messaging by sending a message containing the designated text message to the Licensee offering PRS.
- (w) **“Visited Network”** means a terrestrial public mobile communications network situated in a territory outside the Republic of the Union of Myanmar that permits a Roaming Subscriber to make or receive calls, to send or receive SMS messages or to use packet switched data communications, by means of arrangements with the Licensee.
- (x) **“Visited Network Operator”** means the undertaking operating the Visited Network.
- (y) Words and expressions used in this Code and not defined in this Code but defined in the Law, the Competition Rules, the Interconnection and Access Rules or the Licensing Rules shall have the same meanings respectively assigned to them in the Law, in the Competition Rules, the Interconnection and Access Rules or the Licensing Rules.

Chapter III – Licensees Offering PRS & Responsibilities

6. Licensees Offering PRS:

- (a) A Licensee shall be deemed to offer PRS if the Licensee engages in the provision of a PRS by
 - (i) either providing the PRS itself via its own fixed or mobile network; or
 - (ii) facilitating the provision of a PRS (“Facilitating Licensee”) that is controlled, managed or operated by a third party.
- (b) A Licensee that enables but not facilitates a third party to provide a PRS over its network shall not be deemed to offer PRS to the public.
- (c) A Licensee offering PRS shall be deemed to offer PTS. Accordingly, a Licensee offering PRS shall comply with all PTS related provisions of this Code, unless it is differently stated.

7. Responsibilities:

- (a) A Facilitating Licensee shall be responsible for complying with this Code and shall ensure that also the third party offering PRS it facilitates complies with this Code. The Facilitating Licensee shall establish an agreement with the third party offering PRS ensuring that the third party complies with this Code. This agreements shall furthermore clarify the responsibilities of both parties in all processes including dispute resolution and fault clearance, however, only responsible party for the Subscriber shall be the Facilitating Licensee. The Facilitating Licensee shall submit to the Department its agreement with the third party offering PRS within three months after signing and shall indicate in its submission that the requirements of this Section are reflected in the agreement.
- (b) A Licensee shall not offer PRS or shall not facilitating PRS for a third party unless it has received approval from the Department and the Department has allocated to the Licensee a number for the PRS the Licensee applied for.

Chapter IV – Tariffs for PTS and PRS

8. **Non-discrimination:** No Licensee offering PTSs shall, in any manner, discriminate between Subscribers of the same cluster and such clusterization of Subscribers shall not be arbitrary. Provided that every clusterization between Subscribers shall be based on intelligible eligibility criteria where such criteria shall have a rational nexus to the purpose of the said clusterization.
9. **Publication of Prices, Terms and Conditions of Tariffs:** The provisions of this Section shall apply for Tariffs of Standard Packages and Promotional Offer of PTS or PRS.
- (a) **Means and Format of Tariff Publication:** Tariffs of a PTS offered by a Licensee along with prices, terms and conditions thereof, and with financial implications of the Tariff for the Subscriber shall be published in Myanmar Language and English in such a manner that it is any time freely accessible by Subscribers and in such a manner as the Department may direct from time to time. Tariffs of PTSs shall at least be published and accessible by Subscriber via
- (i) internet on the website of the Licensee and any other internet platform the Licensee may choose with clear font and size; and
 - (i) customer hotline of the Licensee.
- (b) **Language Preselection:** The Licensee shall provide Subscriber the option to preselect a language for all Tariff related communication including but not limited to provisioning of tariff information,
- (b) communication in relation to ordering, cancellation, fault reporting, service suspension, monitoring of usage and billing inquiries.
- (c) **Terms and Conditions of PTS:** Licensees shall clearly indicate the terms and conditions of the provision of PTSs to Subscribers which shall not in any manner be inconsistent with the provisions of this Code. Such terms and conditions shall inter-alia include the following:
- (i) Terms and conditions under which such PTSs may be obtained, utilised and terminated;
 - (ii) Terms and conditions related to the use of PTSs, billing, repair, fault clearance and the like;
 - (iii) Choices of Tariff components available to a Subscriber of PTSs and the procedure available for revising the choice along with the conditions thereof.
- (d) **Disclosure of Relevant Details and Additional Amounts:** Licensees offering PTSs shall disclose with publishing their Tariffs all relevant charging details, additional charges and surcharges applicable to the Tariff whether printed, verbal or published on the Licensee's website. All prices shall be provided as gross prices. The additional information shall be located beside the price information and shall include but shall not be limited to:
- (i) billing increments applied in the Tariff;
 - (ii) minimum charges and/or set up fees;
 - (iii) the peak/ off peak and weekend times

- (iv) on-net/ off net
 - (v) any included service unit or credit
- (e) **Disclosure of Limitations:** Licensees offering PTS shall clearly indicate any limitations on usage such as Fair Usage Policy (FUP). Licensees shall not describe a Tariff of a PTS or parts of a Tariff of a PTS as being unlimited if there is a limit to the number of calls, minutes, data volume, number of messages, etc. being used.
- (f) **Validity Period:** Licensees offering PTS shall clearly indicate with their published Tariffs the validity period for credits related to the Tariff.
- (g) **Tariff Options with Inclusive Time, Data volume, Messages or Credit:** The Licensee shall clearly indicate the conditions under which added time (call time, data usage time or any other usage time), data volume, messages or credit for a PTS can be used including but not limited to:
- (i) the call types or message types that are included such as off-net calls etc;
 - (ii) the call types or message types that may be excluded from the Subscriber allowance;
 - (iii) whether unused time, data volume, messages or credit is carried forward to the next and subsequent billing period or billing periods;
 - (iv) any expiry time for the credit;
 - (v) the time of day when inclusive time, data volume, SMS or credit can be used;
 - (vi) the location where inclusive time, data volume, SMS or credit can be used;
 - (vii) any other relevant criteria as the case might be.
- (h) **Customer Service Hotline for Billing Complaints, Suspension, Fault Clearance & Termination of the Subscription:** The Licensee shall clearly indicate a number for its customer services hotline where Subscriber can raise billing complaints, can report technical issues and can request fault clearance, can request information on service suspension and can unsubscribe from its subscription of a PTS.
- (i) **Updated Tariff Information:**
- (i) Licensees shall publish the effective Tariff for its PTS not later than on the date on which the Licensee commences offering the Tariff of the PTS. The effective Tariff shall be regularly updated with the prevailing version of the Tariff.
 - (ii) Licensee shall not increase any price components of an effective Tariff of a PTS, unless the Licensee informed its Subscriber in writing or via SMS 30 days prior to the day the price increase shall become effective about
 - A. the planned price increase; and

B. about the resulting extraordinary termination right the Subscriber of the PTS shall have and which the Subscriber may execute within the 30 days' notice period.

- (j) **Tariff Information on Request:** Licensees shall provide minimum information on the means in accordance with **Section 9(a) of this Code** how to access its Tariff informational for any PTS in response to a request of its Subscriber. Tariff information shall be communicated clearly to the Subscriber in advance of any decision to purchase and Tariff information shall not be withheld in order to draw the end-user into a misguided purchase decision.
- (k) **Quiz, Competition and Prizes:** Any Tariff of a PTS including Tariffs of Promotional Offer of a PTS involving a quiz, competition and prizes shall be based on transparent, clear and accurate terms and conditions. The prize shall be clearly publicised and described. In case the prize is a PTS, then the Licensee shall specify the prize in accordance with the provisions of this Code and the price of the PTS shall be published in a transparent and easily understandable way. The Licensee shall not give the public any false expectations about the probability to win a quiz, a competition or a prize.
- (l) **Contract Duration, Termination and Suspension of PTSs, Deposits:**
- (i) No contractual agreements between a Licensee offering PTS and a Subscriber purchasing or subscribing for a PTS shall have a minimum contract duration exceeding one year. Subscribers shall have the right to terminate an agreement any time with 30 days' notice after the minimum contract duration.
 - (ii) Unless otherwise provided for, no Licensee shall seek or obtain from any Subscriber in any form any amount as deposit for a PTS in excess of one year's regular monthly charges for the PTS provided by the Licensee.
 - (iii) With Termination of a PTS, the Licensee shall refund all deposits received during the provisioning of the PTS not later than 5 calendar days after the date the provision of the PTS was ceased. The Licensee shall have the right to balance the deposit with any outstanding amount of the final invoice.
 - (iv) In case the Licensee suspends the provisioning of a PTS or part of a PTS for more than 30 consecutive days, then the Subscriber of this PTS shall have the right to terminate the agreement 30 days after suspension. In case the Licensee suspends the provisioning of the PTS multiple times, then the Subscriber of the PTS shall have the right to terminate the agreement if the total duration of service suspension initiated by the Licensee exceeds 30 days in a duration of 3 month. If a Subscriber terminates the agreement under this **Section 9(1)(iv)**, then **Section 9(1)(iii) of this Code** shall apply.
- (m) **Service Migration:** In case, a Tariff of a PTS of a Licensee requires a deposit and a Subscriber migrates from this PTS to an alternative PTS of the same Licensee, then
- (i) the provision of **Section 9(1)(1)(iii) of this Code** shall apply if the alternative PTS selected by the Subscriber does not require a deposit; or
 - (ii) the deposit of the initial PTS of the Subscriber shall be carried over by the Licensee to the alternative PTS selected by the Subscriber if the PTS require a deposit and the Licensee shall

refund the Subscriber the difference of the two deposits not later than 5 calendar days after the date the provision of the initial PTS was ceased if the deposit of the alternative PTS is below the deposit of the initial PTS.

- (iii) early Termination Charges shall not be applied if a Subscriber migrate from a PTS with Early Termination Charges to an alternative PTS with Early Termination Charges.

10. Automatic Renewal:

- (a) Automatic renewals of Tariffs of Standard Packages or Promotional Offer of PTSs and PRS is strictly prohibited.
- (b) Licensees shall inform Subscriber on three (3) consecutive days not later than three (3) days prior expiry of their subscription for a PTS about the expiry of this subscription.
- (c) Licensees may offer its Subscriber the option to renew the PTS. In this case, Licensees shall inform Subscriber on three (3) consecutive days not later than three (3) days prior expiry of their subscription for a PTS about the renewal option and shall clearly instruct the Subscriber of all steps the Subscriber shall conduct to renew the subscription for the PTS which shall be fully compliant with **Section 11 of this Code**.
- (d) In case, Tariffs of a PTS require alternative timelines than three (3) days in relation to **Section 10(b) and Section 10(c) of this Code**, then Licensees shall indicate the alternative time lines with appropriate reasoning in their Tariff Application to the Department and shall apply different timelines in relation to **Section 10(b) and Section 10(c) of this Code** unless the Department disapproved the alternative timelines submitted with the Tariff Application.

11. Double Confirmation to Purchase or Subscribe for PTS and Licensees Acknowledgement:

- (a) Whatever means Licensees offer to its Subscriber to purchase or subscribe for a Tariff of Standard Packages or Promotional Offer of PTS, Licensees shall always ensure that such means to purchase or subscribe for a Tariff of a PTS requires the Subscriber minimum twice to expressly confirm his agreement to purchase or subscribe for the Tariff of PTS.
- (b) Licensees shall provide Subscriber within the process to purchase or subscribe for a Tariff of PTS in accordance with **Section 11(a) of this Code** before the Subscriber submits its second confirmation beside rates of the PTS also all relevant information pursuant to **Section 9(c) Section 9(d), Section 9(e), Section 9(f), and Section 9(g) of this Code**. If a quiz, game, competition or prizes are Tariff components then the Licensees shall additionally provide relevant information pursuant to **Section 9(k) of this Code** prior the second confirmation.
- (c) In case, a PRS can be purchased or subscribed for via electronic messaging, then the Licensee shall provide a specific keyword command for the PRS and shall not accept any purchase or subscription for that service unless it receives as second confirmation message pursuant to **Section 11(a) of this**

Code a message containing the designated purchase keyword command. The purchase keyword command shall not be misleading in any way, shall not contain any words which convey the impression that the command is intended to unsubscribe from services such as “stop”, “quit”, “cease” or “cancel”, and it must be specific to this PRS, if the Licensee offers several PRS.

- (d) The Licensee shall with receipt of the second confirmation of the Subscriber pursuant to **Section 11(a) of this Code** acknowledge via electronic message the receipt of the order. The Licensee shall provide in the acknowledgement message beside price information also the means Subscriber can use for monitor its usage and the number of its customer hotline the Subscriber can use for requesting Tariff information, raising billing complaints, and requesting fault clearance. In case of PRS, the Licensee shall additionally provide information on how to unsubscribe from the PRS purchased or subscribed for.
- (e) Licensees shall design the two means the Subscriber uses to confirm the purchase or the subscription for a Tariff of a PTS pursuant to **Section 11(a) of this Code** in such a way that the risk the Subscriber inadvertently or unknowingly purchasing or subscribing for a PTS which Subscriber did not intend to purchase or subscribe for is minimized.

12. Reminder Messages for Subscription-Based PRS & Confirmation Messages:

- (a) A Licensee offering subscription-based PRS which the Subscriber can unsubscribe any time shall at least monthly send a reminder message to the Subscriber via the same medium by which the Subscriber subscribed for the service or by SMS with a reminder how the Subscriber can unsubscribe from the PRS commencing from the date of his subscription to the PRS and ending on the date the subscription expires or the date the Subscriber unsubscribed.
- (b) The reminder message shall contain a reminder to the Subscriber of his subscription for the PRS including charges payable for the PRS and a step-by-step description of the means the Subscriber can unsubscribe including the unsubscribe keyword command, if applicable.
- (c) In case of recurring collection of payments for a subscription-based PRS, the Licensee shall send monthly confirmation messages on payments due and of the confirmation of the related collection of payments.

13. Enable Subscribers to Unsubscribe from Subscription-based PRS:

- (a) A Licensee offering PRS who provides a subscription-based PRS shall enable Subscriber to issue instruction to unsubscribe from the service at any time during the subscription period and shall, upon receiving such instruction immediately cease to provide any further chargeable content or facilities to the Subscriber of the PRS.
- (b) Licensees offering PRS which enable Subscribers to subscribe for such service via electronic messaging, shall designate a specific unsubscribe keyword command to enable Subscribers to issue their instruction to unsubscribe from the service via the same medium. An unsubscribe keyword command shall, be executable in a single message; not be complicated to execute; not be case sensitive; have not more than one space character separating the words comprised in the command, and it must be specific to this PRS, if the Licensee offers several PRS.

- (c) A Licensee offering PRS shall upon receiving a message from a Subscriber containing an unsubscribe keyword command for its PRS send a confirmation message to the Subscriber via the same medium by which the Subscriber unsubscribed from the service or by SMS to acknowledge his instruction to unsubscribe from the PRS.

14. Indicate Charges in all chargeable Messages: A Licensee offering PRS must ensure that every chargeable message which it sends to any person via electronic messaging contains a short and distinct pricing message to indicate the charge for that message, unless Licensee offering PRS sends the Subscriber a URL link or such other link which connects the Subscriber to another interface from which he can select his desired content to download and such interface clearly sets out the applicable charges for each option available for selection by the Subscriber or chargeable transmission sent by the Licensee offering PRS to the Subscriber consists purely of logo downloads, ringtone downloads and content of a similar nature

15. Mechanism to Monitor Usage:

- (a) Licensees shall provide Subscribers of their PTSs an easy and practical mechanism to monitor their own usage of a Tariff of a PTS which is not unlimited or of parts of a Tariff of a PTS which are not unlimited in order to enable Subscribers to control their consumption.
- (b) Licensees shall be strictly prohibited to measure for an unlimited Tariff of a PTS or for any unlimited Tariff component of a PTS the consumption of a Subscriber. To fulfil reporting requirements and for the purpose of network planning, Licensees shall apply measurements which do not allow the License to trace individual usage of Subscribers within unlimited Tariff of a PTS or unlimited Tariff components of a PTS.

16. Unsolicited Services:

- (a) **No Engagement in Unsolicited Services:** No Licensee offering PTS shall engage in the practice of providing any unsolicited free service to any person which requires such person to take action to unsubscribe from the service, failing which the person is automatically subscribed and charged for a PTS.
- (b) **No Charge for Unsolicited Services:** A Licensee offering PTS shall not charge any person for any service that he did not specifically take action to purchase or subscribe for. In particular, no Licensee offering PTS shall engage in any practice or scheme that is objectively likely to increase the likelihood of consumers inadvertently or unknowingly purchasing or subscribing for a service which they did not intend to purchase or subscribe for.

17. PTS with Free Trial Period:

- (a) Licensees offering PTS with Free Trial Period shall strictly comply with **Section 16 of this Code**. In the event, a Subscriber has purchased or subscribed for a PTS with Free Trial Period offered by a Licensee, then the Licensee may not charge the Subscriber for such Services with expiry of the free trial period unless:
 - (i) the Licensee has notified the Subscriber who has purchased or subscribed for a PTS with Free Trial Period not later than three (3) days prior expiry of the free trial period of the date on which the free trial period expires and of the terms and conditions which shall apply after

the free trial period expired, if the Subscriber intends to purchase or subscribe for the PTS with expiry of the free trial period; and

- (ii) the Licensee has obtained Subscriber's direct and voluntary confirmation via double confirmation in line with **Section 11 of this Code**.
- (b) **Section 11 of this Code** shall be applicable not only for purchasing or subscribing for a PTS with Free Trial Period with expiry of the free trial period in accordance with **Section 17(a) of this Code**, but also to initially purchase or subscribe for the PTS with Free Trial Period prior commencement of the Free Trial Period.

18. Protection of Subscriber Service Information:

- (a) Subscriber Service Information consists of all information that a Licensee offering PTS obtains as a result of a Subscribers' use of a PTS provided by the Licensee offering PTS including but not limited to information regarding
 - (i) the Subscriber's billing name, address and credit history;
 - (ii) the Subscriber's telephone number and network configuration;
 - (iii) the Subscriber's location information;
 - (iv) the services used by the Subscriber; and
 - (v) the Subscriber's usage patterns (including number of calls, times of calls, duration of calls and parties called).
- (b) Unless a Subscriber has expressly provided his prior consent, a Licensee offering PTS shall ensure that it does not use Subscriber Service Information for any purpose other than
 - (i) planning, provisioning and billing for the PTS requested by the Subscriber and provided by the Licensee offering PTS;
 - (ii) managing bad debt and preventing frauds related to the usage of PTS;
 - (iii) facilitating interconnection and inter-operability between Licensee offering PTS;
 - (iv) providing assistance to law enforcement, judicial or other government agencies in line with prevailing laws and regulation; and
 - (v) complying with any regulatory requirement imposed by the Department authorising the use of Subscriber Service Information.
- (c) Unless a Subscriber has expressly provided his prior consent, a Licensee offering PTS shall not disclose Subscriber Service Information to any third party (including its affiliates) for any purpose whatsoever.

- (d) The principles of Section 18(a), Section 18(b) and Section 18(c) of this Code shall not apply to anonymous information, namely information which does not relate to an identified or identifiable natural person or to personal data rendered anonymous in such a manner that the data subject is not or no longer identifiable.

19. Billing:

- (a) A Licensee offering PTS or PRS or Licensees which are facilitating PRS of a third party may issue bills to Subscribers on a monthly basis or as otherwise specified in the agreement between Licensee offering the PTS or PRS or the Licensee facilitating PRS of a third party and the Subscriber. Licensees offering PTS or PRS or which are facilitating PRS for a third party shall be responsible for ensuring that bills for its PTSs are clear, accurate and timely.
- (b) A Licensee offering PTS or a Licensee offering PRS or which facilitates PRS of a third party shall ensure that every bill for PTS or PRS contains the following minimum information
 - (i) the name of the Licensee offering PTS or PRS or facilitating PRS of a third party as licensed by the Department and the name of the third party offering PRS facilitated by the Licensee, if any;
 - (ii) the name of the PTS or PRS for which the person is being charged;
 - (iii) the charges incurred by the person for the PTS or PRS; and
 - (iv) the customer service hotline of the Licensee offering the PTS or PRS or which are facilitating the PRS of a third party.

20. Disputes over Charges:

- (a) A Licensee which facilitates PRS of a third party shall be responsible to resolve any billing complaints Subscribers may raise for this PRS. In case, involvement of the third party is required to resolve billing complaints, then then the Facilitating Licensee shall reflect this in their agreement with the third party.
- (b) If a Licensee offers a PTS fully or partly based on a post-paid Tariff and a Subscriber notifies the Licensee that the Subscriber reasonably believes the charge of the post-paid Tariff is fully or partly incorrect, then the Licensee shall only collect post-paid payments for the undisputed parts of the post-paid charges. In case a Licensee offers PRS or facilitates PRS of a third party, then the Licensee shall not collect any post-paid payments for this PRS if those payments are fully or partly disputed and the Licensee shall ensure that also the third party it facilitates does not collect any post-paid charges for this PRS.
- (c) In all cases where a reasonably disputed charge of a pre-paid or post-paid Tariff or a combination of pre-paid and post-paid Tariff of a PTS or PRS is notified to a Licensee, the Licensee must take all necessary action to carry out a full and complete investigation at its own expense on the disputed charge, including but not limited to
 - (i) checking information provided by the Subscriber;

- (ii) checking that Tariffs and prices applied are correct;
 - (iii) checking voice, data, SMS and other usage data for all parts of the Tariff which are not unlimited; and
 - (iv) checking all relevant components of the PRS, if any.
- (d) If the Licensee found after having duly completed investigations in relation to disputed pre-paid charges of its Tariff of a PTS or PRS or of a Tariff of a PRS of a third party facilitated by the Licensee that the dispute of pre-paid charges by the Subscriber is fully or partly correct, then the Licensee shall refund the Subscriber disputed pre-paid charges fully or partly up to the amount where the dispute of the Subscriber was correct. The principles of this **Section 20(d) of this Code** shall also apply for post-paid payments which were already collected if Subscriber raise the billing complaint after the payment due date of the post-paid charges in accordance with **Section 20(g) of this Code**.
- (e) If the Licensee found after having duly completed investigations in relation to disputed post-paid charges of its Tariff of a PTS or PRS or of a Tariff of a PRS of a third party which the Licensee facilitates that the dispute of post-paid charges by the Subscriber is fully or partly correct, then the Licensee shall only collect from the Subscriber disputed post-paid charges fully or partly up to the amount where the dispute of the Subscriber was correct.
- (f) A Licensee offering PTS or PRS or Licensees which facilitate PRS of a third party shall seek to resolve a disputed charge within 30 days of receiving notice that the charge is being disputed. If more time is reasonably required to complete the investigation, then the Licensee shall inform the Subscriber of the additional amount of time that will be required for resolution of the matter and in any case, resolve the matter with all reasonable speed.
- (g) A Licensee offering PTS or PRS or a Licensee which facilitate PRS of a third party shall
- (i) in relation to a Subscriber acquiring PTS from the Licensee which is fully or partly based on pre-paid Tariff and the Subscriber paid the pre-paid Tariff but subsequently chooses to dispute the charge afford such Subscriber the period of 3 months starting from the due payment date of the charge to dispute the charge which shall be extended to 6 month in the case of PRS; and
 - (ii) in relation to a Subscriber acquiring PTS from the Licensee which is fully or partly based on post-paid Tariff and the Subscriber paid the post-paid Tariff but subsequently chooses to dispute the charge afford such Subscriber the period of 3 month starting from the due payment date of the charge to dispute the charge which shall be extended to 6 month in the case of PRS.
 - (iii) reflect in its agreement with the third party which PRS its facilitates, if any, the requirements of **Section 20(g)(i)** and **Section 20(g)(ii) of this Code** if the third party is involved in the resolution of the billing disputes.

21. Customer Service Hotline and Records of Complaints:

- (a) A Licensee offering PTS or PRS or Licensees which facilitate PRS of a third party shall maintain a customer service hotline and shall respond to all enquires, complaints and disputes lodged by any person to the customer service hotline as promptly as possible.
- (b) Calls or messaging to the customer service hotline of a Licensee pursuant to **Section 21(a) of this Code** shall be free of charge for all Subscriber of the Licensee which are connected to the Licensee's network.
- (c) A Licensee offering PTS or PRS or Licensees which facilitate PRS of a third party must keep records as softcopy of all complaints and disputes raised by any person for a minimum of one year containing the following information –
 - (i) particulars of the person raising the complaint or dispute;
 - (ii) the date and description of the complaint or dispute; and
 - (iii) description of the action taken by the Licensee to address the complaint or dispute.
- (d) It shall be the sole responsibility of the Licensees which facilitate PRS of a third party to resolve disputes raised by its Subscriber in relation to the PRS and the Licensee shall reflect any contribution of the third party required to resolve disputes in the agreement between the Licensee and the third party.
- (e) The Department reserves the right to inspect and to make copies of the records of complaints at any time and the Licensee offering PTS shall produce the records to the Department without delay upon request.

22. Code of Conduct for Advertisements:

- (a) Licensees shall comply with the following when advertising its PTSs or its Promotional Offer:
 - (i) Advertisement for Standard Packages or Promotional Offers shall clearly identify the name of the Licensee as licensed by the Department. Licensees shall be permitted to use brand names in advertisements, after registering these brand names with the Department and after approval of the Department. Advertisement conducted by the Licensee shall display contact details of the Licensee.
 - (ii) Advertisement for Standard Packages or Promotional Offers shall not be designed or conducted conflicting with public interest, defame competitors, discriminating any person. Advertisement for Standard Packages or Promotional Offers shall contain nothing that is likely to provoke violence or anti-social behaviour, offence, annoyance, trouble, personal injury or damage to any person or to public or private property.
 - (iii) Prices shall be noted in the form of a numerical price for the unit of PTS provided, or the total maximum cost to the Subscriber of the PTS while clarifying any other obligations (if any).

- (iv) Textual information shall be easily legible, prominent and presented in a way that does not require close examination. In case of promotions through video or audio transmission, prizes and pricing information must be spoken as well as being visually displayed as per the case.
 - (v) Any technology comparisons shall be used with care and Licensees shall not abuse trust of Subscribers or exploit their credulity, inexperience or lack of knowledge.
 - (vi) Advertisements shall not be misleading and must present Standard Packages or Promotional Offer. All conditions of the Standard Package or of the Promotional Offer must be explicitly and unambiguously stated.
 - (vii) Superlative form of words like lowest rates, widest coverage, or best network shall not be used in Advertisements for Standard Packages or Promotional Offer unless the Licensee has readily available proof of this claim and can substantiate this claim.
- (b) Advertisement of Standard Packages or any Promotional Offer of a PTS involving a quiz, competition, game and prizes shall contain (i) the commencement and closing date and the duration, (ii) any restrictions on the number of entries or prizes, (iii) a full description of the prizes, the eligibility criteria, proof-of-purchase, any special permissions required by dealings resulting from promotions targeting minors, (iv) cash alternatives of prizes, if any, (v) the method, date and time of result publication, (vi) the venue where prizes can be collected; and (vii) any limitations imposed on participation in such offers.

Chapter V – Special Transparency Requirements for Roaming Services

23. Transparency of retail Tariffs for Roaming Calls and SMS messages Services:

- (a) To alert Roaming Subscriber to the fact that they will be subject to roaming charges when making or receiving a call or when sending an SMS message, each Licensee offering Public Roaming Services in a territory outside Myanmar, except when the Subscriber has notified the Licensee that he does not require this service, shall provide the Subscriber automatically by means of a Message Service without undue delay and free of charge when the Subscriber enters a territory outside Myanmar with basic personalised gross pricing information on the roaming charges that apply to the making and receiving of calls and to the sending of SMS messages by that Subscriber in a territory outside of Myanmar.
- (b) The basic personalised pricing information pursuant to 23(a) shall include the maximum gross charges (in Myanmar Kyat) to which the Roaming Subscriber may be subject to under his Tariff for:
 - (i) making Roaming Calls within the visited territory outside Myanmar and for Roaming Calls from the visited territory outside Myanmar to Myanmar, and for Roaming Calls received; and
 - (ii) sending Roaming SMS Messages within the visited territory outside of Myanmar and for Roaming SMS Messages from the visited territory outside Myanmar to Myanmar.
- (c) The basic personalised pricing information pursuant to 23(a) shall include information on means to access emergency services by dialling the emergency number of the territory outside Myanmar free of charge.
- (d) On the occasion of each received personalised pricing information pursuant to 23(a), a Subscriber shall be able to notify the Licensee free of charge that no further personalised pricing information pursuant to 23(a) are required. A Subscriber who has given notice that he does not require further personalised pricing information pursuant to 23(a) shall have at any time the right to request free of charge further personalised pricing information pursuant to 23(a) from the Licensee.
- (e) Whenever feasible, Subscribers irrespective of their location outside Myanmar with devices supporting SMS functionality shall have the right to request and receive free of charge more detailed personalised pricing information on roaming charges that apply in the Visited Network for voice calls and SMS. The Licensee shall for such requests provide the Subscriber a toll-free number or any other facility or method designated for this purpose which the Subscriber can use free of charge.
- (f) Licensees shall make available information to their Subscriber on how to avoid inadvertent roaming in border regions. Licensees shall take reasonable steps to protect their Subscribers from paying roaming charges for inadvertently accessed roaming services while situated in Myanmar.

24. Special Transparency Requirements for Roaming – Retail Data Roaming Services:

- (a) **Transparency and safeguard mechanisms:**

- (i) Licensees shall ensure that their Roaming Subscribers are kept adequately informed of charges which apply to their use of Data Roaming Services, in ways which facilitate Roaming Subscribers' understanding of the financial consequences of such use and permit them to monitor and control their expenditure on Data Roaming Services in accordance with **Section 24(c)(v) to Section 24(c)(vi) of this Code**.
 - (ii) Where appropriate, Licensees shall inform their Subscriber, before the conclusion of a contract and on a regular basis thereafter, of the risk of automatic and uncontrolled data roaming connections and downloads. Furthermore, Licensees shall notify to their Subscriber free of charge and in a clear and easily understandable manner, how to switch off automatic data roaming connections in order to avoid uncontrolled consumption of Data Roaming Services.
 - (iii) An automatic message from the Licensee shall inform the Roaming Subscriber that he is roaming and provide basic personalised tariff information on the gross charges (in Myanmar Kyat), expressed in price per megabyte, applicable to the provision of Data Roaming Services to the Roaming Subscriber concerned in the territory outside Myanmar, except where the Subscriber has notified the Licensee that he does not require such information. Licensees offering different Roaming Services shall provide Roaming Subscriber tailored for the territory outside Myanmar where the Roaming Subscriber has established a data roaming connection relevant personalised tariff information.
 - (iv) Such personalised tariff information shall be delivered to the Roaming Subscriber's mobile device for example via SMS message, via e-mail or via pop-up windows on their mobile device, every time the Roaming Subscriber enters a territory outside Myanmar and initiates for the first time a Data Roaming Service in that particular territory. The personalised tariff information shall be provided free of charge at the moment the Roaming Subscriber initiates a Data Roaming Service via appropriate means adapted to facilitate its receipt and easy comprehension.
 - (v) A Subscriber who has notified the Licensee that he does not require the personalised tariff information shall have the right at any time and free of charge to request from the Licensee to provide personalised tariff information.
- (b) **Mechanism to Monitor Usage:**
- (i) Each Licensee shall grant their Roaming Subscribers free of charge a facility which provides information on the accumulated consumption expressed in volume and in Myanmar Kyat for Data Roaming Services, unless the roaming Tariff is unlimited, which guarantees that, without the Subscriber's explicit consent, the accumulated expenditure for regulated Data Roaming Services over a specified period of use, does not exceed a specified financial limit.
 - (ii) **Section 24(b)(i) of this Code** shall not be applicable if the Visited Network Operator in the visited territory outside Myanmar does not allow the Licensee to monitor its Subscribers' usage on a real- time basis. Subscriber shall in this case be notified via SMS message when entering such a territory, without undue delay and free of charge, that information on

accumulated consumption and guarantees the Subscriber does not exceed a specified financial limit are not available.

(c) **Limits and Default Limits:**

- (i) Licensee shall make available one or more maximum financial limits for Data Roaming Services for specified periods of use, provided that the Subscriber is informed in advance of the maximum applicable limits. One of those limits (“Default Financial Limit”) shall not exceed 50,000 Myanmar Kyat of outstanding gross charges per monthly billing period.
 - (ii) The Licensee may offer to its Roaming Subscriber other financial limits for Data Roaming Services.
 - (iii) Default Financial Limits shall apply to all Subscriber who have not opted for other financial limits.
 - (iv) Each Licensee shall ensure that an appropriate notification is sent to the Roaming Subscriber’s mobile device for example via SMS message, via e-mail or via pop-up windows, when Data Roaming Services have reached 80% of the financial limit. Each Subscriber shall have the right to require the Licensee to stop sending such notifications and shall have the right, at any time and free of charge, to request the Licensee to provide the notifications again.
 - (v) A notification shall be sent to the Roaming Subscriber’s mobile device when financial limits are reached. That notification shall indicate the procedure to be followed by the Subscriber if the Subscriber wishes to continue provision of Data Roaming Services and the cost associated with each additional unit to be consumed. If the Roaming Subscriber does not respond when the notification is received, then the Licensee shall immediately cease the Data Roaming Services and all further charges for the Data Roaming Services, unless and until the Roaming Subscriber requests the continued or renewed provision of Data Roaming Services.
 - (vi) Whenever a Roaming Subscriber requests to opt for or to remove a financial limit facility, the change shall be made within one working day of receipt of the request, shall be free of charge, and shall not entail conditions or restrictions pertaining to other elements of the subscription.
- (d) **Machine-to-Machine Devices:** Section 24(a) to Section 24(c) of this Code shall not apply to machine-to-machine devices that use mobile data communication.
- (e) **Protection of Subscriber in Boarder Regions:** Licensees shall take reasonable steps to protect their Subscriber from paying roaming charges for inadvertently accessed roaming services while situated in Myanmar. This shall include informing Subscriber on how to avoid inadvertent roaming in border regions.

Chapter VI – Enforcement

25. Investigation:

- (a) The Department shall consider and, where appropriate, commence investigation against a Licensee offering PTS, Outbound Roaming Services or PRS, where the Department receives a complaint from any person alleging contravention of this Code or any of its amendments by at Licensee, provided that the complaint is made within a reasonable time from occurrence of the event giving rise to the complaint and reasonable grounds or compelling evidence were provided.
- (b) The Department may, suo motu, commence investigation against a Relevant Licensee where there appears to be a contravention of this Code by such Licensee.
- (c) In all cases, the Department has the sole discretion to determine whether it will conduct any investigation under this Code.
- (d) If the Department decides to commence investigations against a Licensee, then investigations shall be conducted in accordance with Chapter V of the Competition Rules.

26. **Interim Directions to Cease and Desist or to Comply with Specified Conduct:** At any time during an investigation, the Department may issue an interim direction to a Licensee to cease and desist from any specified conduct or to comply with any specified conduct. In determining whether to issue such an interim direction, the Department will consider whether

- (a) there is evidence that the licensee has contravened the provision of this Code;
- (b) continuation of the Licensee's conduct is likely to cause harm to Subscribers or the general public;
- (c) the potential harm from allowing the Licensee to continue its conduct outweighs the burden on the Licensee of ceasing or complying with the specified conduct; or
- (d) issuance of the interim direction is in the public interest.

27. Enforcement measures:

- (a) In the event that the Department concludes that a Licensee has contravened any provision of this Code, the Department may impose enforcement measures in accordance with **Section 23 of the Competition Rules** as it considers appropriate.
- (b) The Department shall in particular apply for the following contraventions of this Code the following enforcement measures:
 - (i) **Contravention of Section 10 (prohibition of automatic renewal), Section 11 (double confirmation), and Section 12 (enable to unsubscribe) of this Code:** Warning and request to cease the contravention in case of first time contravention of **Section 10, Section 11 or Section 12 of this Code** by the Licensee. In all other cases, suspension of the Tariff or the Tariffs of a PTS or PRS contravening **Section 10, Section 11 and Section 12 of this Code** and a financial penalty of the minimum of total revenues generated with the PTS or PRS for the

duration of the contravention and 10% of the Relevant Revenues pursuant to Section 23 of the Competition Rules.

- (ii) Contravention of all Sections of Chapter IV except of Section 10, Section 11, and Section 12 of this Code: Warning and request to cease the contravention in case of first time contravention of the related Section. In all other cases, cease of the contravention of the related Section and a financial penalty up to 5% of Relevant Revenues pursuant to Section 23 of the Competition Rules depending on the significance of the contravention.
- (iii) Contravention of Section 23 (Voice & SMS Roaming) and Section 24 (Data Roaming) of this Code: Warning and request to cease the contravention in case of first time contravention of Section 23 or Section 24 of this Code by the Licensee. In all other cases, cease of the contravention of Section 23 or Section 24 of this Code and a financial penalty of the minimum of total revenues generated with Voice & Data Roaming and 10% of the Relevant Revenues pursuant to Section 23 of the Competition Rules.

28. **Appeal:** A Relevant Licensee that is aggrieved by the Department's decision under this Code may appeal to the Minister in accordance with Section 58 of the Law.

29. **Decision to be Complied with Pending Review:** Unless the Department stipulates otherwise, where an appeal is made under Section 58 of the Law, the decision, direction or any other matter which is appealed against shall be strictly complied with until the determination of the appeal.

Chapter VII – Residuary and Transitional Clauses

30. **Over-riding Effect:** In respect of matters covered by this Code the provisions thereof shall have over-riding effect over the terms and conditions of any Tariffs as may have been set by the Licensees for provision of PTS, PRS or Roaming Services.
31. **Interpretation:** In case of dispute regarding interpretation of any of the provisions of this Code, the decision of the Department shall be final and binding in first instance.
32. **Transitional Claus:**
- (a) Licensees offering Roaming Services to the public shall comply with the provisions of **Section 23 and Section 24 of this Code** not later than six month after the day this Code becomes effective.
 - (b) Facilitating Licensees of PRS shall establish all requirements of this Code not later than three months after the day this Code becomes effective.
 - (c) Licensees offering PTS shall establish all requirements of this Code not later than three months after the day this Code becomes effective.
 - (d) Licensees shall implement Charging Principles of Schedule 1 not later than three months after the day this Code becomes effective. Licensees shall respect Charging Principles of Schedule 1 unless otherwise directed by the Department.

Schedule 1 – Charging Principles

1. **Calls to Emergency Services:** Licensees offering Call to Emergency Services to the public shall offer Calls to Emergency Services free of charge. Calls to Emergency Services shall hereby include but shall not be limited to calls to the Special Access Numbers 191, 192, 199 and 112 in line with the Code of Practice – Special Access Numbers, Short Codes and Short Numbers.
2. **Call Forwarding:** Call-forwarding shall be treated as two calls. One call from the calling party to the called party prior to the call being forwarded, the second from the called party to the number where the call is forwarded. Licensees shall charge its Subscribers which are calling a number in its network where call-forwarding is activated the same rate as if call-forwarding was not activated.
3. **Recharge of Tariffs:** To maintain Tariff transparency and comparability of Tariffs, the Licensee offering PTS shall be prohibited to levy any additional fee on any recharge under any tariff plan.
4. **Roaming Calls from the territory of Myanmar or outside to a Visiting Network outside of the territory of Myanmar:** Roaming Calls from the territory of Myanmar or outside to a Visiting Network shall be treated as two calls. One call, from the calling party to the called party's Myanmar number. The second from the called Myanmar number to the called number in the Visiting Network. Licensees shall charge its Subscribers which are calling a mobile number allocated to this Licensee which is at the point in time of the call connected to a Visiting Network the same rate as if the mobile number was connected to the network of the Licensee
5. **No charges for management messages of PTS & Calls to Customer Hotline:**
 - (a) A Licensee offering PTS shall not charge any person for any message or other communication, whether originated from the Licensee offering PTS to the person or vice versa, that is related to management of a PTS, including but not limited to
 - (i) advertisements for PTS;
 - (ii) information on how to purchase or subscribe a Tariff of a PTS;
 - (iii) information on how to unsubscribe from a Tariff of a PTS;
 - (iv) information on prices and terms and conditions of a Tariff of a PTS;
 - (v) confirmations of requests to purchase or subscribe a Tariff of a PTS;
 - (vi) reminders for renewal of subscriptions for a Tariff of a PTS; and
 - (vii) requests to purchase or subscribe for a Tariff of a PRS;
 - (b) A Licensee shall not charge for any calls to the customer hotline of this Licensee in relation to
 - (i) Tariff information requests;
 - (ii) purchase or subscription for a Tariff of a PTS;
 - (iii) renewal of a Tariff of a PTS;

- (iv) monitoring of usage of a Tariff of a PTS;
- (v) reporting of technical faults & fault clearance;
- (vi) raising billing complaints and dispute resolution;

6. Content Only Charging for PRS:

- (a) A Licensee offering PRS shall not charge any person for any message or other communication, whether originated from the Licensee offering PRS to the person or vice versa, that does not contain actual content or relate to that person's use of the PRS, including but not limited to
 - (i) advertisements for PRS;
 - (ii) information on how to purchase or subscribe a Tariff of a PRS;
 - (iii) information on how to unsubscribe from a Tariff of a PRS;
 - (iv) information on prices and terms and conditions of a Tariff of a PRS;
 - (v) confirmations of requests to purchase or subscribe a Tariff of a PRS;
 - (vi) reminders for renewal of subscriptions for a Tariff of a PRS;
 - (vii) reminder for instructions to unsubscribe from a Tariff of a PRS;
 - (viii) requests to purchase or subscribe for a Tariff of a PRS;
 - (ix) instructions to unsubscribe from a Tariff of a PRS;
 - (x) reporting of technical faults & fault clearance; and
 - (xi) raising billing complaints and dispute resolution.
- (b) Where a Licensee offering PRS provides a subscription-based PRS for which an upfront membership or subscription fee is payable, the Licensee offering PRS may charge for such fee
 - (i) when it sends the confirmation message to Subscribers upon their subscription to the service pursuant to Section 11(d); and
 - (ii) in case of a recurring fees, when it periodically sends the confirmation message to Subscribers for such recurring fees pursuant to Section 12(c).