**POSTAL AND TELECOMMUNICATIONS REGULATORY AUTHORITY OF ZIMBABWE (POTRAZ)**



Licence issued to

**XXXXXXX**

**In terms of the Postal and Telecommunications Act, Chapter [12:05] to provide**

**Application Services**

**Issued at Harare**

**July 2021**

**Licence No. AS 2021xxxxx**

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# DEFINITIONS

* 1. In this licence, unless the subject matter or context otherwise requires, the following terms shall have the following meanings:

1. **Act** – means the Postal and Telecommunications Act Chapter 12:05
2. **Authority** – means the Postal and Telecommunications Regulatory Authority of Zimbabwe (POTRAZ).
3. **Bandwidth** – means a measure of how much information can be sent through a connection. Usually measured in bits-per-second.
4. **Bit (binary digit)** – means a single digit number in base-2, either a one (1) or a zero (0) and is the smallest unit of computerized data.
5. **Byte** – means a set of bits that represent a single character. Usually there are 8 bits in a byte, sometimes more, depending on how the measurement is being made.
6. **Domain name**– means the unique name that identifies an Internet site. Domain names always have 2 or more parts, separated by dots. The part on the left is the most specific, and the part on the right is the most general. A given machine may have more than one domain name but a given domain name points to only one machine.
7. **Electronic mail,** most commonly referred to as email or e-mail, is a method of exchanging digital messages from an author to one or more recipients. Modern email operates across the Internet or other computer networks.
8. **I**nternet **Service** **P**rovider **(ISP)** – means a licensed service provider who provides a data and Internet infrastructure for access by customers.
9. Internet – means the vast collection of inter-connected networks that all use the TCP/IP protocol or compatible protocols.
10. **Internet Protocol (IP)** Address - a unique string of numbers and or letters separated by full stops that identifies each electronic device/computer using the Internet Protocol to communicate over a network.
11. Internet service provider (ISP) – means an institution that provides Internet service using access capacity from a licensed operator.
12. **Leased line**– means a telecommunications line that is rented exclusively 24 hours, 7 days a week for use from one location to another location.
13. **Licensee** – means **XXXXXXXXXXX**.
14. **MODEM** – means **MO**dulator and **DEM**odulator, a device that connects a computer to a phone line thus allowing the computer to talk to other computers through the telecommunication system.
15. **Network availability** – means a measure of the degree to which the Data and Internet network is operable and not in a state of failure or outage, in a given observation period.
16. **P**ublic **S**witched **T**elephone **N**etwork **(PSTN)** – means the infrastructure of physical switching and transmission facilities that is used to provide the telephone and other telecommunication services to the public.
17. System accessibility – means the ease with which users are able to access the network.
18. Transmission control protocol/Internet **protocol (TCP/IP)** – means the suite of protocols that defines the Internet.

# INTERPRETATIONS

## General

* + 1. Any reference to this licence shall include its attachments and schedules.
    2. The use of headings herein and the division into clauses is for the convenience of reference only and shall not affect the construction or interpretation of the licence. References to clauses and appendices are to clauses and appendices of the licence, unless expressly provided for, to the contrary.
    3. In this licence, unless otherwise stated, words and terms used shall have the same meaning as defined in the Postal and Telecommunications Act, *[Chap 12:05]*
    4. Words importing the singular shall include the plural and vice versa. Words denoting persons shall include juristic persons and associations of persons and vice versa.

## Law

* + 1. This licence shall be governed by the laws of Zimbabwe.
    2. The Licensee shall comply with all laws of Zimbabwe applicable to its operations, including all decisions, rules and instructions issued in accordance with the Postal and Telecommunications Act, Chap.[12:05].

# DOMICILIUM CITANDI ET EXECUTANDI

## Physical Contacts

* + 1. The Authority elects for the purpose of this licence, the following address as its domicilium citandi et executandi:

|  |
| --- |
| 1008 Endeavour Close, |
| Emerald Business Park |
| Mount Pleasant |
| **Harare** |

* + 1. XXXXXXXXXX elects for the purpose of this licence, the following address as its domicilium citandi et executandi:

|  |
| --- |
|  |
|  |
|  |

* + 1. Either party shall give fourteen (14) days written notice of change of address.

## Notices and Correspondences

* + 1. All Notices and correspondences shall be in writing and addressed to the **Director General**, for POTRAZ and to the **Managing Director,** for XXXXXXXXX, at the above addresses respectively, or at the following Postal Addresses:

|  |  |
| --- | --- |
| **For POTRAZ** | **For XXXXXXXXXXXXXX** |
| 1008 Endeavour Close  Mt Pleasant Business Park |  |
| P.O. Box MP 843 |  |
| Mt. Pleasant |  |
| **Harare** |  |

# COMMENCEMENT AND PERIOD OF LICENCE

* 1. Notwithstanding the date of signing of this licence document, the commencement date of the licence shall be **xx July 2022.**
  2. This licence shall be valid for a period of twenty (20) years calculated from the commencement date, and may be renewed by the Authority, upon application by the Licensee, in writing to the Authority, at least one (1) year before the expiration of the term of the licence.
  3. The Licensee shall give notice of the intention not to renew the licence, at least three (3) years before the expiration of the licence period.
  4. The Licensee shall give notice of its intention to terminate the licence at least twelve (12) months before the date of the proposed termination date, or at any other time, other than the time referred to Clause 4.1.2.

# SCOPE OF THE LICENCE

## Licensed Services

* + 1. The **Licensed Services** are electronic communications services that are normally provided at a fee and consists wholly or mainly in the conveyance of signals and transmission services over electronic communications networks.
    2. The Licensed Services shall be provided by means of a telecommunication infrastructure of a licensed Network Facilities Service licensee.

## Licence Conditions

* + 1. The Licensed Services shall be provided by means of a telecommunications infrastructure provided by a licensed Network Facilities licensee.
    2. All equipment and devices used to deliver the Licensed Services shall in all respects be of an approved standard, type approved by the Authority and conforming to the regulations as may be issued from time to time.
    3. The Licensee shall meet the rollout requirements set out in **Annex XX** of this Licence and as may be reviewed by the Authority thereafter.
    4. The Licensee shall provide the Licensed Services to any person on reasonable request.

## International Gateway

* + 1. The licensee shall compy with the requirements of International Gateway Directives issued in terms of the law.

## Limitations

* + 1. This licence shall not be construed as granting an exclusive right to the Licensee to provide the service.
    2. This licence replaces any licence or any exemption from licensing, however described, which the Authority or its predecessors, may have granted to the Licensee for providing the service.
    3. The grant of this licence does not authorise the Licensee to do anything that infringes on any right to provide telecommunication circuits or services granted under any other licence issued by the Authority.

## Resale of Service

* + 1. Agents, Dealers and Service Providers

The Licensee may enter into resale arrangements with agents, dealers and service providers. It shall be the duty of the Licensee to ensure that the rights and obligations in the contracts with such agents, dealers and service providers, do not affect the Licensee’s ability to comply with the law and licence conditions.

* + 1. The Licensee shall be responsible for the acts or omissions of its agents, dealers or service providers and more specifically:

1. The liability of the Licensee for any acts or omissions of any agent, dealer, contractor, or service provider in relation to the exercise of the rights granted under this licence, shall be limited to acts or omissions which constitute contraventions of the conditions of this licence;
2. The Licensee shall incorporate adequate provisions in its contracts with its agents, contractors and service providers, to ensure that the exercise of any of the rights granted in terms of this licence, are not in breach of any of the conditions of this licence;
3. Should an agent, dealer, contractor or service provider of the Licensee commit any act or omission in breach of any term or condition of this licence, the Licensee shall, upon becoming aware thereof, act as expeditiously as is reasonably possible, to remedy the breach and the Licensee shall be afforded reasonable time for such purpose;
   * 1. The Authority shall, upon becoming aware of any breach of any condition of the licence, by agents, dealers, contractors or service providers of the Licensee, or any complaints lodged with the Authority in relation thereto, notify the Licensee in writing to correct such a breach.
     2. Failure by the Authority to notify the Licensee of a contravention, shall not in any way negate or limit the Authority’s rights in respect of such contravention under this licence or otherwise.

# FEES

## Licence Fees

* + 1. The fees payable by the Licensee to the Authority shall be as follows:

1. Initial licence fees as prescribed from time to time;
2. Annual licence fees as prescribed from time to time;
3. An annual contribution to the Universal Services Fund (USF) as prescribed from time to time.
4. Licence renewal fees as prescribed from time to time. To be paid upon application for renewal.

## Other Fees

### Number fees

The Licensee shall pay an annual number usage fee, in advance, at the rate prescribed from time to time.

# PROVISION OF UNIVERSAL ACCESS AND SERVICE

## Universal Service Provision

The Licensee shall provide the Licensed Services throught the country.

## Non Discrimination

* + 1. The Licensee shall provide the Licensed Services on a non-discriminatory basis.

## Community Service Obligations

* + 1. The Licensee is expected to roll out community service obligations equitably paying particular regard to under-serviced areas and communities.
    2. The licensee shall ensure that its services and products are accessible to persons with disabilities as prescribed in guidelines or regulations.
    3. The licensee shall contribute to the Universal Service Fund as prescribed by the Authority from time to time.

## Emergency Call Services

* + 1. The licensee shall provide a public emergency call service by configuring the national emergency numbers prescribed by the Authority to deliver free of charge emergency traffic generated on its network to public Emergency Call Centres to be routed to appropriate local Emergency First Responders.
    2. In case of a major disaster such as earthquakes, floods and similar events or any other situation of emergency or a crisis of either local, regional or national crisis and similar events which require emergency communication services, the Licensee shall provide the necessary connectivity to the Government giving priority to the support activities required to overcome the emergency. For this purpose, the Licensee shall comply with and follow the instructions of the Authority as may be directed.
    3. In case the emergency or crisis is related to aspects of national security, the Licensee shall co-ordinate with the competent entity indicated by the Authority and provide the necessary services in accordance with the instructions of the Authority or the competent entity indicated thereby.
    4. The Licensee may be entitled to reimbursement by the Government of its direct costs for the provision of the services mentioned in 7.4.2 and 17.4.3 if the Authority is convinced such costs are reasonable after evidence of such incurred costs is provided thereof.

# SERVICE STANDARDS

## Customer Care Service

### Customer assistance

* + - 1. The Licensee shall establish and maintain efficient information services to assist any person to whom it provides Licensed Services to answer questions regarding products, services and any other reasonable questions relating to the licensed services offered.
      2. The Licensee shall submit a customer care, complaints handling procedures to the Authority within thirty (30) days prior to launch of a service.
      3. The licensee shall, within six (6) months of issuance of the licence, put in place facilities for the provision of customer care services which shall include but not limited to:
         1. Dedicated customer care lines accessible at no fee
         2. Customer care service offices
         3. Facilities for ease of access by persons living with disabilities
      4. The Licensee shall maintain adequate trained personnel to receive and respond promptly to complaints from customers. The Licensee shall take all commercially reasonable action to promptly remedy and avoid the recurrence of the cause of all customer complaints that relate to the quality, availability or delivery of its service. The Licensee shall also take all commercially reasonable actions necessary to guarantee that amounts due to customers are paid in full if this operating licence is revoked.
      5. The Licensee shall establish efficient procedures that duly take account of the predominant local languages so that customers can receive assistance from its personnel during normal business hours. These procedures shall be included in the Licensee's standard terms and conditions for the provision of telecommunication services.
      6. These procedures shall include without limitation

1. Procedures for dealing with customer complaints;
2. Customers’ right of appeal to the Authority;
3. Any other information as maybe prescribed by legislation.
   * + 1. The Licensee shall install/implement an equipment identity register and establish a database of all its subscribers/customers which should contain the following details : -
4. Subscriber name
5. International Equipment Identity Number and type of handsets
6. Residential / Business address
7. National Identity Registration number,
8. Serial Number of digital device or SIM card number
9. Subscriber number with which digital device is associated

The equipment identity register and subscriber database shall be maintained in terms of the Subscriber Registration Regulations.

* + - 1. The Licensee shall cooperate with other operators and law enforcement agencies in the recovery and blocking of the use of stolen digital gedgets on its network.

### Customer contract

* + - 1. The Licensee shall make the service available without discrimination to customers or to members of the general public who wish to become customers. The service shall be provided to all customers on a non-discriminatory basis and on the same terms and conditions.
      2. The relationship between the Licensee and the customers shall be governed by the terms of a customer contract that incorporates standard terms and conditions approved by the Authority.

### Except where prior approval of the Authority is granted, the licensee shall only offer the Licensed Services through a customer contract.

### Content of customer contracts

* + - 1. Where applicable, the customer contract shall include, without limitation, provisions for:

1. Security Deposits;
2. Confidentiality of customer information;
3. Refunds or other rebates for service problems or over billing;
4. Payment terms, including any applicable interest or administrative charges;
5. Minimum contract period;
6. Customer and Licensee rights;
7. The supply time for initial connection;
8. Information on service quality levels offered; and
9. Comprehensive outline of the complaints handling process.
   * + 1. The Licensee shall file with the Authority its draft Customer Contracts for approval. Where the Authority fails to respond in writing to a written request for the amendment of a customer contract within thirty (30) days, the amendment shall be deemed to have been approved. The Approved Contract shall become the Licensee’s Standard Customer Contract.
       2. Standard customer contracts may be amended by the Licensee with the approval of the Authority. Where the Authority fails to respond in writing to a written request for the amendment of a customer contract within thirty (30) days, the amendment shall be deemed to have been approved.
       3. A copy of the approved standard Customer Contract shall be provided to any interested party upon request.
       4. After the effective date, the approved Customer Contract shall be provided to any new customer prior to commencement of service to or receipt of any payment or deposit, from such customer.
       5. All provisions of a customer contract shall be type-written and provided to the customer.

### Customer privacy

* + - 1. The Licensee shall use all reasonable endeavours to ensure that information obtained or received in the provision of the service by itself or its Agents is kept confidential, that is, not disclosed or made accessible to third parties or used otherwise than for the purposes or furtherance of the provision of the service, except for the purpose of credit rating.
      2. The Licensee shall not disclose information relating to a customer except with the consent of the customer, and the form of consent shall be approved by the Authority, except for the prevention or detection of crime or the apprehension or prosecution of offenders or except as may be authorised by or under the law.
      3. The Licensee shall not monitor or disclose the contents of any communication conveyed over the Licensed Network except:

1. where it may be necessary for the purposes of maintaining or repairing any part of the Licensed Network or monitoring the Licensee's quality of service; or
2. Where requested to do so has been made by a person authorised to make such request by law.

## Billing and Accounting

### Billing accuracy

* + - 1. The Authority reserves the right to examine and test the billing system of the licensee before and after it is operational in order to satisfy that the billing system is accurate.
      2. The Authority reserves the right to appoint an independent agent to examine and/or test the licensee’s billing system on its behalf.
      3. The Licensee shall provide, to each of its post-paid customers, except to the extent that a customer has agreed or requested otherwise, a basic level of itemised billing which indicates the date and time a service was consumed and volume and/or duration, at no extra charge to the customer for the first three printed pages. Where appropriate, charges will be incurred for subsequent pages printed in terms of the prevailing tariff.
      4. The Licensee shall ensure that each itemised bill shows a sufficient level of detail to allow verification and control of the charges incurred in using its telecommunications network.
      5. In the case of pre-paid customers, a detailed account record shall be provided upon request, at no cost to the customer for the first three printed pages.

### Non-payment of bills

* + - 1. Where a Licensee’s customer has not paid the Licensee all or part of a bill for services provided, any measures taken by the Licensee shall:

### be proportionate and non-discriminatory;

### be in accordance with the Approved Customer Contract.

### give due warning in advance of any consequent service interruption or disconnection to the customer; and

### except in cases of fraud, persistent late payment or non-payment, ensure, as far as is technically possible, that any service interruption is confined to the service concerned.

## Services for Persons with Special Needs

In the provision of Licensed Services, the Licensee shall give due regard to the requirements of people with Special Needs.

## Quality of Service Obligations

* + 1. The Licensee shall comply with Quality of Service standards set by the Authority as prescribed.
    2. The Licensee shall provide an interface(s) as specified by the Authority, for the purposes of monitoring Quality of Service

## Provision of Licenced Services

* + 1. The Licensee shall meet the rollout requirements set out in Annex XX of this Licence and as may be reviewed by the Authority thereafter.
    2. The Licensee shall rollout the services to establish and maintain service provision in its licensed coverage area.
    3. In rolling out the services, the Licensee shall ensure that at least thirty (30) percentage (%) of service roll-out shall be in underserved surburbs or peri-urban areas.
    4. The Licensee shall meet the rollout targets as set in Schedule “C”.

## Requirements for Service Administration

* + 1. **Interruption of the licensed services and platforms**
       1. The Licensee shall not intentionally interrupt or suspend the provision of any type of Licensed Services and platforms without first notifying the Authority in writing and having provided reasonable advance notice to persons affected by such interruption or suspension.
       2. In the event of an unintentional/unforeseen interruption of the Licensed Services or part thereof, which are significant in nature, the Licensee shall inform the public and notify the Authority in writing within 24 hours outlining the cause of such interruption and the steps being undertaken to rectify such interruption.
    2. **Safety**
       1. The Licensee shall take proper and adequate safety measures for the safeguarding of life and property in connection with all installations, equipment and apparatus operated or used, including safeguarding against exposure to any electrical or radiation hazard emanating from the installations, equipment or apparatus used under this licence.
       2. The Licensee shall comply with the safety requirements laid down in any safety specification issued by the Authority and any directions of the Authority or other relevant authorities in relation to any safety matter.
       3. The Licensee shall in respect of all apparatus, equipment and installations possessed, operated, maintained or used under the license, take all necessary and adequate safety measures to safeguard life against any danger, including electromagnetic frequency emissions emanating from the apparatus, equipment or installation so used.
       4. The Licensee will ensure that its telecommunication equipment do not become a health, environmental or a safety hazard and is not in contravention of any statute, rule, code of practice, guideline or regulation on public safety.
       5. The licensee shall ensure that its Licensed Systems comply with the relevant environmental laws.

## Interconnection

* + 1. In Interconnecting with other Operators, the Licensee shall comply with Interconnection Guidelines or Regulations as prescribed by the Authority.
    2. The Licensee shall permit a Requesting Licensee to connect its licensed platforms to other Licensed Systems so as to enable the establishment and provision of licensed services by the said Requesting Licensee.
    3. The Licensee shall provide the services in 8.7.2 above on a fair, transparent and non-discriminatory basis.
    4. The Licensee shall install suitable equipment for compatibility with the systems of other licensees so as to enable the provision of the Licensed Services.
    5. The Licensee shall ensure that its equipment, facilities, or operations do not interfere, damage or harm any third party property, systems, installations, facilities, or operations.
    6. All interconnection or other agreements between the Licensee and any other person licensed or otherwise permitted to provide public telecommunication service in Zimbabwe shall be filed for approval with the Authority. The Licensee shall not give effect to any such agreement until it has been approved by the Authority. The Authority shall be deemed to have approved any such agreement thirty (30) days after it is filed unless it gives written notice of disapproval to the Licensee prior to the expiry of that thirty (30) day period.
    7. The approved interconnection agreement remains valid until replaced by another approved agreement.

## Infrasructure Sharing

* + 1. The Licensee shall comply with Regulations or any other Directives issued by the Authority on Infrastructure Sharing.

## Numbering

### Use of numbering resources

* + - 1. The Licensee shall apply to the Authority for Number Resources. The Licensee shall only use assigned numbers.
      2. An assignment of numbers to a Licensee conveys an on-going right of use and a reasonable notice period shall be given when withdrawing or changing allocated numbers.
      3. The Licensee shall be required to facilitate the provision of Number Portability Service within their platforms in readiness for compliance once the service is approved by the Authority.
      4. All assignments of numbering resources shall be made under non-discriminatory terms and conditions by the Authority.

### Calling line identity

* + - 1. The Licensee shall always provide calling line identity (CLI).
      2. The Licensee shall co-operate with other public telecommunications Licensees to allow telephone numbers to be associated with an outgoing call to convey the calling line identity information.

# TARIFFS

## Tariff Regime

* + 1. The Licensee shall submit tariff proposals for approval by the Authority in accordance with Section 100 of the Act or as maybe directed by the Authority in terms of section 4(1)(i) of the Act.

## Tariff Filing

* + 1. The Licensee shall file the rates as well as the relevant terms and conditions with the Authority pursuant to which the Licensee proposes to offer Licensed Services that are subject to the tariff regime. Such tariffs shall be filed at least twenty-one (21) days before the proposed date on which such tariffs are to become effective in a form specified by the Authority. The ground on which the Authority may disapprove a proposed tariff includes:

1. The terms and conditions violate applicable laws, including, without limitation, policy directions, regulations and the tariffs regime, in a material respect;
2. The calculations contain mathematical errors.
   * 1. Disapproval of the tariffs by the Authority shall be in writing. If the Authority does not deliver to the Licensee a notice in writing of disapproval within fourteen (14) days of the filing, the rates shall be deemed approved.

## Publication of Tariffs

* + 1. The Licensee shall publish any new tariff rates at least seven (7) days before they come into force.

## Display of Approved Tariffs

* + 1. The license shall clearly display its tariffs for its customers and the public to see at;

1. Business premises of Licensee
2. Approved dealers/agents etc.

# PROVISION OF INFORMATION

## Confidentiality

* + 1. The Authority shall hold all information furnished by the Licensee to the Authority and marked “confidential”, in confidence. The Authority may release such information only to the extent it is required by law.
    2. The Licensee shall use all reasonable endeavours to ensure the privacy and confidentiality of proprietary information and business secrets obtained in the course of its business from any person to whom it provides the Licensed Systems by establishing and implementing reasonable procedures for maintaining confidentiality of such information.
    3. This requirement of confidentiality shall continue after the termination or expiry of this licence or revocation of the licence.

## Reporting

* + 1. The Licensee shall maintain such information as will enable the Authority to carry out its functions under the Act. The Licensee shall submit regular biannual Regulatory Reports on its service provision in writing to the Authority and on any occasions as the Authority may require and shall ensure that all information submitted is accurate.
    2. The Authority shall have the right to request the Licensee to submit periodic reports, statistics and other data as well as request additional information with a view to supervise and enforce effectively the terms of this Licence.
    3. The Authority shall have the right to publish information which it receives unless, following representations by the Licensee, the Authority is satisfied that the information is of such a confidential nature that disclosure would have a material adverse effect on the Licensee’s business.

# MONITORING AND INSPECTIONS

## Access to Sites and Records

* + 1. Inspections shall be carried out in terms of the Act
    2. The Licensee shall permit a person(s) authorised by the Authority to inspect its premises, facilities, platforms, files, records and other data (including what is considered confidential data) to enable it to exercise its mandate under the Act.
    3. The Licensee shall grant unlimited access to all equipment sites and operational facilities, installation, platforms including office data, files and records, and any equipment associated with the licensed service in Zimbabwe, to all authorised inspectors of the Authority during normal working hours or, following prior written notice, for access after working hours, for purposes of verifying the performance by the Licensee of its obligations under this licence.
    4. The licensee shall provide, upon request by the Authority (or a person authorised by the Authority), any information it requires during an inspection including access to any subscriber billing information and call data records for purposes of enabling the Authority determine whether or not the systems being inspected comply with the requirements under the Act, Regulations and Licence conditions. Such information shall be generated from the systems in the presence of Authority’s inspectors at the time of the inspection.
    5. The Licensee may provide a representative to be present at any such inspection, testing, reading or measurement.
    6. The mere fact that the Licensee has not provided a representative as provided in **Clause 11.1.2** above, shall not invalidate the findings of the Authority’s inspectors.

## Lawful Interception of Communication

The Licensee shall comply with the requirements of the Interception of Communications Act.

## Billing Monitoring

The Licensee shall allow, on reasonable notice from the Authority, or qualified personnel appointed by the Authority, during the Licensee's normal business hours, to inspect its billing processes, including carrying out tests and trial runs with respect to the operation of such billing processes. The Licensee shall allow such personnel access to such of its premises, plant or equipment, as may be reasonably required for the purposes of carrying out any such monitoring and inspections.

## Billing Accuracy

* + 1. The Licensee shall take all reasonable steps to ensure that any billing equipment used in connection with the service is accurate and reliable.
    2. The Authority shall, on reasonable notice to the licensee, conduct tests on billing equipment, to assess its accuracy, reliability and conformity with applicable technical standards, specified by the Authority.
    3. The Licensee shall cooperate with the Authority in carrying out such tests and shall provide the required skilled personnel and any such assistance as may be required to carry out a successful test
    4. The Licensee shall keep such records of any billing in such form as may be specified by the Authority and shall supply such records to the Authority on the written request of the Authority.
    5. Any requested documents on billing shall be submitted to the Authority within fourteen (14) days of request
    6. The Authority may monitor, inspect and test the service or any equipment associated with the Licensee’s network in Zimbabwe without prior notice to the Licensee.
    7. The Authority reserves the right to appoint an independent agent to examine and/or test the licensee’s billing system on its behalf.
    8. The licensee shall, where required by the Authority, produce a billing record for any subscriber that at the very minimum contain calling number, called number, date, time, balance before a call, duration of call, amount charged and balance after the call and any other detail as the Authority may deem necessary

# GENERAL CONDITIONS

## Ownership

* + 1. The holder of this licence shall be incorporated in Zimbabwe.
    2. Any changes in information submitted to the Authority by the Licensee at the time of application for this licence should be reported to the Authority without delay.
    3. Substantial changes, where a shareholder acquires or transfers more than ten (10) percent of the shareholding at any stage must be approved by the Authority before it is implemented.

## Transfer of Licence

The licence shall not be assigned or otherwise transferred or pledged.

## Amendment

The Authority may amend the licence conditions in accordance with the Act as read with relevant Regulations.

## Revocation/Suspension of the Licence

* + 1. The Authority may revoke or suspend this licence:

1. In terms of section 43 of the Act as read with the regulations
2. On a material breach as specified in the Act or clause 12.7:
3. On written notice to the Licensee,
4. If the Licensee by act or omission, is in recurrent, persistent or material contravention of any of the terms or conditions of this licence; or
5. If the Licensee agrees in writing to such cancellation, or
6. If the Licensee is placed into liquidation, whether voluntarily or compulsorily or is placed under judicial management; or
7. If the Licensee takes steps to de-register its company or the company is de-registered;
8. For reasons of breaching national security
9. Notice of cancellation or suspension shall not be less than sixty (60) days.

## Exercise of Powers

* + 1. In exercising any powers granted to the Authority in terms of the law, the Authority shall;

1. Act reasonably, having regard to all surrounding circumstances,
2. Prior to exercising any power, afford the Licensee every reasonable opportunity to make representations to the Authority in respect of all relevant issues,
3. Provide timely information at the request of the Licensee and furnish written reasons for any decisions made.
   * 1. Within a period of ninety (90) days of the date of cancellation of this licence, the Authority may re-tender the licence.

## Force Majeure

* + 1. Force Majeure refers to an event or accident which is beyond the control of the Licencee that includes but not limited to:
       1. acts of God, action by or against enemies of the State, riot or civil commotion;
       2. strikes, lock-outs, insurrection and other industrial disturbances;
       3. wars, blockades or other wartime or emergency controls imposed by Government
       4. earthquake, hurricane, flood, fire, or explosions;
       5. outbreak of pestilence or epidemics;
       6. embargoes or trade restrictions;
    2. Any failure by the Licensee to comply with any obligation, terms or conditions of the licence shall be excused to the extent that it is caused by Force Majeure event. including extreme weather conditions, fire, war or civil strife.
    3. The Licensee shall use reasonable endeavours to minimise the impact on its operations of any event of this nature and to remedy, if possible, the failure, or make good the delay.
    4. The Licensee shall keep the Authority informed of any problems that may be encountered, their consequences on its operations and the steps it is taking to address the problems.
    5. The Licensee shall not be in breach of this Licence if and to the extend that it is prevented from fulfilling its obligations by reason of Force Majeure.

## Penalties

The Licensee shall be required to pay penalties prescribed in the penalties regulations for any breaches to this licence document, the regulations and instructions or directives given in terms of the Law.

## Indemnity

The Licensee shall indemnify the Authority against any losses, claims, charges or expenses, actions, damages or demands, which may be made against the Authority by any third party, as a result of, or in relation to the activities of the Licensee, its service providers, servants, or agents, in connection with the provision of the service or the construction, operation, development, extension, or use of the network.

## Fair Trading

* + 1. The Licensee shall not show undue preference to, or exercise undue discrimination against, particular persons or persons of any class or description in respect of:

1. the provision of any telecommunication services, (including, without limitation, maintenance services), in accordance with any obligations imposed by this licence,
2. The quality and terms of any interconnection services provided by the Licensee to a network operator under any agreement between them.
   * 1. The Licensee may be deemed to have shown undue preference or undue discrimination as described in clause 12.9.1 if the Authority determines that the licensee unfairly favours to a material extent, any business owned by it, so as to place at a significant competitive disadvantage, persons lawfully competing with that business.
     2. The Licensee shall not make it a condition of:
3. Providing any telecommunication service in Zimbabwe by means of the Licensed Network,
4. Supplying any telecommunication apparatus in Zimbabwe for connection to the Licensed Network, or
5. Connecting any telecommunication apparatus or system in Zimbabwe to the Licensed Network;

that any person requesting the telecommunication service, apparatus or connection concerned, should acquire from the Licensee or any other person specified by it, any telecommunication service other than the particular telecommunication service requested, except where the telecommunication service requested cannot otherwise be provided, or the telecommunication apparatus requested cannot otherwise reasonably be used, without the other telecommunication service.

* + 1. **Clause 12.9.3** shall not prevent the Licensee from imposing any terms and conditions as are permitted under clause 8.1 and the guidelines contemplated there under;
    2. The Licensee shall not alone or together with others, engage in or continue or knowingly acquiesce in any anti-competitive practices and, in particular, the Licensee shall:

1. not engage in any cross-subsidization;
2. not engage in the abuse of its dominant position, if any;
3. not enter into any exclusive arrangements with third parties for the location of its facilities that are acquired to provide the service;
4. not enter into any agreements or undertakings with any person, including any supplier of services, that compete with the service, which have as their objective or effect, the fixing of prices or any other restraint on competition;
5. not engage in any anti-competitive tied or linked sale practices, provided that, the Licensee may bundle services, as long as the bundled services are also available separately; and
6. not use information obtained from competitors, if the object or effect of such use is anti-competitive.
   * 1. If the Licensee is aggrieved by the decision of the Authority he may appeal to the Minister in terms of section 96 of the Act.

# ISSUE OF LICENCE

This Network Application Services Licence is issued to **xxxxxxxxxxxxxxx**, by the Postal and Telecommunications Regulatory Authority of Zimbabwe, in terms of the Postal and Telecommunications Act *[Chapter12:05].*

Thus signed at **Harare** on this …………….. day of ………………..…………… 2022.

**For and on behalf of the Postal and Telecommunications Regulatory Authority of Zimbabwe (POTRAZ):**

…………………………………… ………………………………

**POTRAZ Board Chairman**  **POTRAZ Director General**

**Acknowledgement**

The Licensee acknowledges having read and understood the terms and conditions of the licence on this ---------- day of-----------------2022.

**Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**For and on behalf of Data Control and Systems (1996) (Private) Limited**

**Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**As Witnesses: 1:-------------------------------------------**

**2:-------------------------------------------**

1. **Schedule A: SERVICE AREAS**