



ICT Decision 2012-3

Grand Cayman, 23 August 2012

Decision in determination request related to local number portability rules

Overview

In this Decision, the Authority determines that where customers port their telephone number to another operator, the operator from whom the customers have ported their number should not contact those ported customers about that ported telephone number, other than to deal with any outstanding billing issues, until at least 90 days have passed after the end of the porting process.

BACKGROUND

1. At its simplest, local number portability ("LNP") is a process whereby customers can keep their existing telephone number when moving from their previous telephone provider (known as the "Donor Operator") to their new telephone provider (known as the "Recipient Operator"). This is often referred to as 'porting' the customer's telephone number.¹
2. In ICT Decision 2005-1, *Interim Decision and Further Process for Local Number Portability*, made on 29 March 2005, the Information and Communications Technology Authority ("the Authority") determined that there were significant benefits to LNP and that it would be appropriate to consider further the cost of implementing LNP in the Cayman Islands. Accordingly, the Authority established an LNP Consortium ("the Consortium"), consisting of major ICT Network Licensees to identify the most appropriate LNP model for the Cayman Islands and to investigate its costs.
3. In ICT Decision 2008-5, *Decision and Further Process on Local Number Portability*, made on 18 December 2008, the Authority determined that the benefits likely to arise from the requirement to provide LNP outweighed the likely cost of implementing it. The Authority, in accordance with section 71(3) of the Information and Communications Technology Authority Law 2006 ("ICTA Law", currently the 2011 revision), directed the Licensees licensed to provide telephony services (Type 1, 3, 4 and 5 ICT Services) to implement LNP ("the Operators").

¹ For further information about LNP, please see http://www.icta.ky/da_lnp.php.

4. On the 30 August 2011, the Consortium members (being Cable & Wireless (Cayman Islands) Ltd. (trading as "LIME"), Digicel Cayman Ltd. ("Digicel"), TeleCayman Ltd. and WestTel Ltd. (trading as "Logic")) agreed that LNP would be implemented as from the 31 January 2012. On 6 September 2011, the Consortium members signed an agreement with Porting Access BV ("Porting XS") for it to implement and run a number portability administration system and central number database for the Cayman Islands ("the Porting Contract"). Thereafter, LNP was implemented in the Cayman Islands on 20 February 2012.
5. A dispute has subsequently arisen between the mobile operator members of the Consortium, Digicel and LIME (collectively, "the Parties"), as to when the Donor Operator whose customer has ported his or her telephone number to the Recipient Operator can contact that 'ported' customer (the "ported customer") to persuade them to port back their ported telephone number (this act is sometimes referred to in this decision as the Donor Operator 'marketing' to the ported customer).
6. On 27 March 2012, Digicel wrote to the Authority notifying it of a dispute brought to it under clause 4.3 of the LNP business rules ("the Business Rules"). The Business Rules are provided as part of the Porting Contract (being Schedule 4 to the main contract), and were agreed by the Consortium members to manage the processes for porting telephone number(s) between the Operators. The Business Rules, among other things, specify the different stages of the porting process, from the point when a customer requests to port their number to when that customer has ported that number.
7. Clause 4.3 of the Business Rules addresses what happens in a dispute between the Consortium members under the Business Rules, which states that "an unresolved dispute [can] be ultimately presented to the Authority." Further, the Authority notes that in relation to amendments to the Business Rules, under clause 3.2 iv) of the Business Rules, each Operator has the right to submit a dispute determination request to the Authority pursuant to the Authority's *Dispute Resolution Regulations, 2003* (as amended from time to time) ("the Dispute Regulations").
8. Also, in essence, Digicel has submitted a determination request to the Authority which is covered by the Dispute Regulations, regardless of the nature and scope of the commercial dispute resolution clauses set out in the Business Rules. Therefore, the Authority considers that it has jurisdiction to consider the current dispute ("the Dispute") under the Dispute Regulations.
9. On 26 April 2012, LIME wrote to the Authority requesting an extension by when it should provide its response to Digicel's determination request, which was granted by the Authority via e-mail on 27 April 2012. The Authority revised the process timetable and directed that any submission from LIME be filed with the Authority by 5 p.m. on 4 May 2012. LIME submitted its response on 4 May 2012.

SUBMISSIONS

DIGICEL's Determination Request

10. In summary, Digicel reported that one of its ported customers had signed all the paperwork to facilitate the porting of its mobile telephone numbers from LIME to Digicel on 9 March 2012; and that the customer's numbers were ported to Digicel on 15 March 2012.
11. Digicel stated that, on 16 March 2012, it announced in the Caymanian Compass that the customer had decided to port its mobile telephone numbers to Digicel and that, subsequent to that advertisement, LIME's account manager had "repeatedly called" the customer's representative.
12. Further, Digicel stated that, after multiple requests, the customer's representative met with LIME's account manager, and that LIME's account manager "promised to make an offer to [the customer's representative] on Monday 19th March 2012 to encourage [the customer] to return to LIME's mobile network and to port [the customer's] numbers back to LIME."
13. Digicel submitted that there were two issues with this:
 - a. First, that such behaviour constituted approaching a customer during the porting process and is a breach of the Business Rules - in that Principle 20 [at clause 3.4] of the Business Rules states that: "The Donor Operator should not contact the customer to seek any further information nor to seek to 'retain' the customer during the porting process. " ("Principle 20")

Digicel stated that, in its view, the porting process lasts "at least up until the end of the cooling off period" and that the "cooling off period lasts 7 days after the actual port". Further, Digicel stated that the cooling-off period exists only to allow the customer to contact the Recipient Operator, and not to allow the Donor Operator to contact the customer and "make him win-back offers or to ask him to port back his number".
 - b. Second, that clause 5.6 of the Business Rules states that a telephone number cannot be ported more than once every 90 days and, therefore, a customer cannot port again within that timeframe.
14. Digicel stated that it wrote to LIME on 19 March 2012, asking LIME to:
 - a. withdraw its offer to the customer;
 - b. not blame Digicel for withdrawing LIME's order, as doing so might undermine Digicel's reputation in the eyes of the customer; and,
 - c. communicate to the customer that LIME is fully responsible for approaching the customer at a time that was not permitted.

15. Digicel stated that LIME wrote to it on 21 March 2012 rejecting its request - on the basis that LIME considered that any Donor Operator is free during the cooling-off period to attempt to win-back or to ask a customer to port back his number(s).
16. Digicel submitted that the "port process in respect of a particular number has not crystallized until the cooling off period in respect of that number porting event has passed" - and that the porting event remains in "a state of flux" until that time as the customer has a right to an immediate "re-port" at no charge from the re-porting operator until the end of the cooling-off period. Digicel submitted that that right ceases at the end of the cooling-off period as the customer no longer has a right to an immediate re-port and must then wait until the end of the 90-day period to port back.
17. Digicel submitted that LIME's position is that it can start attempting to win back the ported customer as soon as the ported number "starts routing calls to the [R]ecipient [O]perator (i.e. within 48 hours more or less)." Digicel submitted that being able to do this would defeat the purpose underlying Principle 20, which it considers aims to stop Donor Operators from contacting former customers.
18. Digicel submitted that Principle 20 is designed to prevent Donor Operators attempting "to flip-flop customers" through the porting process by calling them immediately after discovering that a customer has chosen to port away. If Donor Operators were permitted to attempt to win back customers in this fashion (within a mere 48 hours and to get the customer immediately to re-port back) then Principle 20 would be rendered nugatory and virtually without purpose. Digicel submitted that it would also give Donor Operators a chance to significantly undermine the effectiveness of LNP in the Cayman Islands. Digicel also submitted that Donor Operators had a chance to keep the customer before the customer ported.
19. Digicel submitted that there would also be cost implications for the Recipient Operator of the original port in the circumstances suggested by LIME, as the Recipient Operator would then be obliged to port back to the Donor Operator at no charge within 3 to 10 days as a result of such win-back tactics.
20. Finally, Digicel submitted that LIME's interpretation could expose porting customers to what might be perceived as harassment by the Donor Operator which could in turn discourage future use of number porting by those customers.
21. Digicel stated that the Business Rules prevent win-back tactics during the cooling-off period – as there is specific reference as to what communications may take place during the cooling-off period; namely, "that the customer may contact the [R]ecipient [O]perator." Since Digicel considered that the Business Rules are very specific about what communications can take place, it submitted that it is reasonable to assume that communications which are not specified in the Business Rules cannot take place.
22. Digicel submitted that the procedure that is specified in the Business Rules is that the "*subscriber should contact the current operator (that is [the] Recipient Operator) to agree that they can leave under cooling off...*" If the cooling-off period allowed any operator to contact the customer during this period, then it would have been stated here. However, that is not the case.

23. Digicel submitted that the 90-day limit on porting is absolute save in the instance that the customer has entirely of their own volition, and without being subjected to win-back tactics from another operator, approached the Recipient Operator for a re-port during the cooling-off period. As clause 5.6 states, the 90-day limit on porting exists to: "...prevent abuse of the porting capability..."
24. "Consequently," Digicel submitted, "there is no basis for a Donor Operator to ask a customer to port back during this period."
25. Digicel requested as its remedy for the Authority to confirm that:
 - a. Donor Operators may not contact former customers during the cooling-off period for the purpose of win-back or asking them to port back; and,
 - b. save for an instance when a customer has entirely of his own volition (without being subjected to win-back tactics or being asked to do so by the Donor Operator) asked for a re-port during a cooling-off period, no repeat ports may take place within a 90-day period.

LIME's Response

26. In response, LIME disputed Digicel's submission that it had breached the porting process rules by:
 - a. approaching the customer during the porting process; and,
 - b. raising an expectation that a customer can port back within 90-days of porting out.
27. LIME submitted that, to resolve these issues, the Authority should confirm that:
 - a. the Business Rules do not include the cooling-off period within the porting process;
 - b. LIME contacted the customer after the porting process was complete; and,
 - c. it is possible for a customer to return to a Donor Network prior to ninety (90) days of porting out to a Recipient Network.
28. In support of its above submission, LIME enclosed its letter to Digicel dated 21 March 2012.

21 March 2012 LIME letter to Digicel

29. In its 21 March 2012 letter, LIME acknowledged receipt of Digicel's 19 March 2012 letter which LIME considered alleged that LIME had breached the porting process rules by: approaching a customer during the porting process; and, raising an expectation that a customer can port back within 90 days of porting out. LIME denied such allegations.
30. Regarding the first allegation, LIME stated that it agreed that Principle 20 of the Business Rules sets out that the Donor Operator should not contact the customer

to seek any further information nor to seek to 'retain' the customer during the porting process.

31. However, LIME submitted that paragraphs 7 and 8 in section 2 of Appendix A of the Business Rules are relevant. Those paragraphs state that:
 - "7. On receipt of the Instruction Request, the Donor Operator will deactivate the customer number from its network and send an Instruction Response to the centralised order handling system which will close the port on the system.
 8. The centralised order handling system will send the E164 Broadcast message to all service providers requesting they update their own routing databases to route calls to the customer via the Recipient Operator's network."
32. LIME referred to "the diagram of the porting process at page 37 of the [Business] Rules," which it submitted showed that the porting process ends "with the number being considered ported after the broadcast of the E.164 message by PortingXS." LIME submitted that, in other words, once Porting XS broadcasts the E.164 message, the porting process is completed, and in LIME's opinion, the Donor Operator's communication with the ported customer is no longer governed by Principle 20.
33. In the present case, LIME submitted that the customer's number was ported on the 15 March 2012 and that, by Digicel's own admission in its 19 March 2012 letter, LIME's account manager did not contact the customer until after the advertisement had been published in the Caymanian Compass on 16 March 2012, which was after the customer had ported. LIME submitted that Digicel was, therefore, incorrect that LIME's approach to the customer was in breach of the Business Rules, and LIME asked that Digicel retract that statement.
34. LIME submitted that, in relation to Digicel's statement that "the cooling –off period exists only to allow the customer to contact the recipient operator, and not to allow the donor operator to contact the customer", clause 3.7 of the Business Rules specifies that "a customer who chooses to port their number will be subject to the same processes as a ceasing customer such as receiving a final bill issue." In LIME's opinion, Operators will as a matter of course contact customers regarding payment of final bills, including applicable early termination fees. In any event, as noted above, this communication takes place after the porting process is completed and is therefore not prohibited by the Business Rules.
35. LIME noted Digicel's suggestion that the porting process included the cooling-off period. LIME submitted that the Business Rules as drafted do not include the cooling-off period within the porting process, contrary to Digicel's statement.
36. Regarding Digicel's second allegation, LIME noted that the Business Rules are explicit that customers can return to a Donor Operator through the cooling-off period process. It would, therefore, be incorrect to say that in no circumstances can a customer return to a Donor Operator prior to 90 days of porting to the Recipient Operator.

37. In its letter, LIME also made various allegations as to Digicel's 'win-back' behaviour but such allegations do not form part of this determination dispute request and thus are not reflected or considered as part of the Decision.

AUTHORITY ANALYSIS AND DECISION

38. In making its determination, in addition to the Business Rules, the Authority is guided more generally by its statutory remit – in particular, Regulation 11 of the Dispute Regulations which states that:

"11. In determining a dispute, the Authority shall act expeditiously, and in doing so may have regard to-

- (a) the subject matter of the dispute;*
- (b) the need to inquire into and investigate the dispute;*
- (c) the objectives and functions of the Authority; and*
- (d) all matters affecting the merits, and fair settlement of the dispute."*

39. Also, the Authority notes section 9 (4) of the ICTA Law which states that the Authority may:

"[...] regulate the rate, prices, terms and conditions of any ICT service or ICT network that is required to be licensed where the Authority is of the opinion that it is in the interests of the public to do so."

40. In summary, the issue for consideration by the Authority is - when can the Donor Operator contact the ported customer about the ported telephone number, to try and persuade them to return i.e. to market directly to the customer. Digicel submitted that the Donor Operator should not contact the ported customer about the ported telephone number, either to seek further information from them or to try and 'retain' them during the porting process – and that the porting process lasts at least up until after the end of the 7-day cooling-off period. Further, Digicel submitted that a ported customer cannot move the ported telephone number to another provider until after 90 days have passed since the end of the porting process and that there is no basis for a Donor Operator to ask a customer to port back during that period.

41. LIME, in response, while agreeing with Digicel that the Donor Operator cannot contact the ported customer about the ported telephone number until after the port has occurred, submitted that as the Business Rules do not include the cooling-off period within the porting process, the Donor Operator can contact the ported customer about the ported telephone number as soon as the port has been technically completed (i.e. the necessary networking arrangements are in place for a call to be 'ported' from the Donor Operator to the Recipient Operator). LIME also submitted that a ported customer can return the ported telephone number, to the Donor Operator within 90 days of porting, albeit if allowed to by the Recipient Operator as part of the cooling-off process.

42. In determining this dispute, the Authority has considered:

- a. whether or not the Donor Operator can contact its porting customer about the ported telephone number while the port is being processed;

- b. when does the porting process end, including whether or not the cooling-off period provided for under the Business Rules forms part of the porting process;
 - c. whether or not there should be a 'non-contact' period of time after the end of the porting process during which the Donor Operator cannot contact the ported customer about the ported telephone number; and,
 - d. if there should be a 'non-contact' period of time as considered in c. above, what is an appropriate period.
43. Looking at each of the above in turn:
- a. *whether or not the Donor Operator can contact its porting customer about the ported telephone number while the port is being processed*
44. Clause 3.4 of the Business Rules sets out the agreed technical and operational principles for number porting and includes at Principle 20, as referenced by the Parties, that:
- "The Donor Operator should not contact the [porting] customer to seek any further information nor to seek to 'retain' the customer during the porting process."
45. The Authority considers that such a principle is appropriate. Indeed, and as set out in the Business Rules at clause 5.3, as the Recipient Operator acts as the porting customer's agent during the porting process, it would be contrary to clause 5.3 if the Donor Operator was allowed to contact the customer about the ported telephone number during the porting process.
- b. *when does the porting process end, including whether or not the cooling-off period provided for under the Business Rules forms part of the porting process*
46. The Authority considers that clauses 5.2 (Customer Validation) and 5.3 (Order Validation) of the Business Rules set out the general operational framework for the porting process. In summary, the porting process starts when a customer makes a request to port and visits the Recipient Operator's "Point of Sale" (e.g. a Retail Store or meeting with that Operator's Sales Team) to do so. The order to port is then validated and processed by the Recipient Operator, as provided for by the Business Rules. If the port request is accepted, the Recipient Operator will activate the customer's number on its network and then will send an instruction request via the centralised order handling system to the Donor Operator.
47. On receipt of that instruction request, the Donor Operator will deactivate the customer from its network and instruct Porting XS that this has been done, and Porting XS (which currently runs the centralised order handling system) will send out an "E164 broadcast message" to the Operators advising all that the customer has ported from the Donor to the Recipient Operator. This signifies the completion of the port process and the Operators should then update their databases accordingly to ensure that the ported customer's number is correctly routed.

48. Therefore, as to when the port process is completed for the purposes of 'starting the clock', the Authority considers that the Business Rules are very clear - as stated at clause 5.3 of the Business Rules, the port is completed when the centralised order handling system provider (currently Porting XS) sends out the 'E164 broadcast' message to all Operators that the customer has ported his or her telephone number.
49. Digicel submitted that there is then an additional port process step that needs to be considered before the port is finalised under the Business Rules - the 'cooling-off period', as in Digicel's view the port process in respect of a particular number has not "crystallized" until this cooling-off period has passed. However, the Authority can see no reference in the Business Rules setting the above out – indeed, there is no reference to the cooling-off period in clauses 5.2 and 5.3 of the Business Rules (which set out the porting process as described above) which the Authority would have expected if it were to be included. Therefore, the Authority does not consider that it was the intention of the Operators that the cooling-off period would form part of the port process when the Business Rules were agreed by them
50. In addition, the Authority does not consider that the 'cooling-off' period can be considered to be part of the port process anyway as it is discretionary in nature i.e. each Operator can decide whether or not to allow for a cooling-off period. Specifically, clause 5.5 of the Business Rules sets out that:
- "Customers may be allowed a Cooling-Off period in relation to their new account with the Recipient Operator. The cooling-off period gives the customer a right to cancel a new contract without early termination charges within seven (7) calendar days from the original port being completed [...].
 - Portings within seven (7) calendar days of a previous porting will normally be refused unless the subscriber has agreed with their current operator (that is Recipient Operator) that cooling off applies, in which case the porting will be accepted."
51. The Authority considers that the reference in the above clause that a customer "may" be allowed a cooling-off period, and the reference to the customer (the subscriber in the above reference) agreeing with the Recipient Operator that cooling-off applies – means that a Recipient Operator can decide whether or not to offer its (newly attained) customer a cooling-off period.
52. As there is no guarantee to a customer that they will be offered a cooling-off period, in agreement with LIME's submission, the Authority does not consider that such a period can be included as part of the set port process.
53. In any event, where an Operator provides for a cooling-off period, such a cooling-off period will only apply where the customer contacts the Recipient Operator to ask to return to the Donor Operator within the 7 day period. It does not provide for the Donor Operator contacting the 'technically' ported customer to ask them to 'trigger' the option to leave the Recipient Operator within the cooling-off period.

c. whether or not there should be a 'non-contact' period of time after the end of the porting process during which the Donor Operator cannot contact the ported customer about the ported telephone number

54. As part of the determination of the Dispute, the question remains as to when the Donor Operator can contact the ported customer about the ported telephone number. Clause 3.4 of the Business Rules, headed "Technical & Operational Principles of FNP/MNP Service", at Principle 11 states that the Operators agree to "manage and monitor the port order process to the general benefit of Cayman Islands customers who use or may want to use the service."
55. Noting the factual background to the Dispute, whereby the customer decided to port its mobile telephone numbers to Digicel and then was contacted "repeatedly" by LIME trying to win the customer back, the Authority agrees with Digicel's submission: a Donor Operator trying to win-back a ported customer who has just ported may cause that ported customer annoyance and, depending on the individual customer concerned, general upset.
56. Also, in agreement with Digicel's submission, this in turn is likely to make such a porting experience a negative one for the ported customer meaning that they will reconsider whether it is worth porting their number in the future – which would generally undermine the effectiveness of LNP in the Cayman Islands.
57. Finally, in ICT Decision 2005-1 and ICT Decision 2008-5,² the Authority concluded that the introduction of LNP brings benefits to all consumers, not just those who choose to make use of the facility.³ To provide an opportunity for the Donor Operator to target a discount of its retail offerings only to the ported customer, which the Authority considers is more likely if the Donor Operator can contact the ported customer soon after that customer has ported, would only benefit that ported customer and not all of its customers.
58. Therefore, in order to: protect ported customers from potentially aggressive and invasive win-back marketing, be it from any Operator operating in the Cayman Islands; ensure that customers feel confident in the porting process; and, discourage retail discounts being offered only to recently ported customers - the Authority considers that there should be an appropriate time period between when the customer physically ports the telephone number away from the Donor Operator, and when the Donor Operator is allowed to contact the ported customer about the ported telephone number to try and 'win them back'.

d. if there should be a 'non-contact' period of time as considered in c. above, what is an appropriate period

59. Clause 5.6 of the Business Rules states that:

² ICT Decision 2005-1, *Interim Decision and Further Process for Local Number Portability Public Consultation*, at para 123(<http://www.icta.ky/docs/LNP/LNP%20decision%202005-1%20Final.pdf>) – and ICT Decision 2008-5, *Decision and Further Process on Local Number Portability*, at para. 69 (http://www.icta.ky/docs/LNP/ICT_Decision_2008-5_LNP.pdf).

³ See also paragraph 17 of ICT Decision 2010 -8, *Decision in Determination Request related to Cost Sharing of Local Number Portability Costs*, (http://www.icta.ky/docs/Decisions/2010-8%20LNP%20Cost%20Sharing/2010_07_19_ICTA_Decision_2010-8_LNP_Cost_Sharing.pdf).

"In order to prevent abuse of the porting capability, a single number, whether postpaid or prepaid, cannot be ported more than once in any 90 (ninety) day period."

60. Thus, the Business Rules envisage that "to prevent abuse of the porting capability" a customer cannot re-port their number within a 90-day period. The Authority notes Digicel's submission in relation to the 90-day repeat port rule, that "there is no basis for a donor operator to ask a customer to port back during this [90-day] period."
61. The Authority considers that it is appropriate to extend this logic, and in agreement with Digicel (see para. 24 above) - if a customer's telephone number cannot be ported under the Business Rules within the 90-day period, that customer should also not be marketed to, to try and persuade the customer to port back their ported telephone number within that period. Therefore, the Authority considers that the Donor Operator should not be allowed to contact the ported customer within 90 days after the end of the porting process about their ported telephone number (subject to the discussion at para. 64 below).
62. Finally, and as LIME set-out, the Authority notes that the Business Rules do anticipate the situation where a ported customer can return to the Donor Operator within the cooling-off period (where allowed for). Specifically, paragraph 9.1 of Appendix A to the Business Rules states that the "only exception to [the rule that a customer cannot port onwards to another service provider within 90 (ninety) days of the previous port being completed] is where the customer has agreed a 'Cooling-Off' period with the Recipient Operator which allows the customer to port back to the immediate Donor Operator within fourteen [sic.] (7) calendar days."
63. However, and as discussed previously, that there is a cooling-off period does not allow the Donor Operator to undertake such marketing activity within that period. It means that, where a cooling-off period is allowed for, the customer can return his or her ported telephone number to the Donor Operator if he or she chooses to do so within that period.

Is any contact by the Donor Operator with the customer in relation to the ported telephone number allowed in the 90-day "non-contact" period?

64. The Authority acknowledges that the Donor Operator may need to contact the ported customer about the ported telephone number within the 90-day period to discuss payment of his or her final bill. The Authority considers that such contact is reasonable provided that no marketing activity is undertaken as part of that contact. In particular, this means that if the Donor Operator contacts the ported customer to discuss payment of his or her final bill, the Donor Operator cannot refer to its services, prices, bundles, quality of service or any similar information.
65. Also, to clarify, where a customer has other services from the Donor Operator, the Donor Operator can still contact their customer about such services.

The Decision

66. The Authority directs that, for the reasons set out above:
- a. the Donor Operator should not contact the porting customer about the ported telephone number during the port process (the port process starts when the customer requests to port his or her telephone number and visits the Recipient Operator's "Point of Sale" to do so (see clause 5.2 of the Business Rules), and the port process is completed when the centralised order handling system provider (currently Porting XS) sends out a message to all Operators advising that the customer has ported from the Donor to the Recipient Operator).
 - b. Where a customer has ported his or her telephone number from the Donor Operator to the Recipient Operator - other than to deal with any final billing issues, the Donor Operator is not to contact that ported customer about the ported telephone number, whether by telephone, letter or otherwise, until at least 90 days have passed after the end of the porting process.
 - c. Where the Donor Operator must contact the ported customer to discuss any final billing issues - the Donor Operator should not undertake marketing activity to that ported customer, whether by telephone, letter or otherwise during the 90-day period referred to in paragraph b. above. In particular, this includes any reference by the Donor Operator to the customer about its services, prices, bundles, quality of service or any similar information.
67. For clarity, the Donor Operator is free to contact the ported customer to try and win back the ported telephone number after the 90-day 'non-contact' period referred to above has passed.