

The terms and conditions that must be included in contracts concluded between mobile and fixed service providers and subscribers in Egypt:

1. Mobile service contracts: the contracts entered with the subscribers shall be in accordance with the form approved by the NTRA prior to contracting, accompanied with a statement detailing the personal data of the subscriber and the basic terms and conditions of the service provided. This contract shall include in particular the following:
 - The terms and conditions of the contract entered by the company and the subscriber divided into three sections:
 - General provisions.
 - The company's obligations.
 - The subscriber's obligations.
 - The type of service or services set forth in the contract and the specifications.
 - The licensed companies' obligation to maintain the confidentiality of subscribers' information, data and communications as per the provisions of the law. The company shall be exempted from maintaining the confidentiality and non-disclosure of the data or information they have if such disclosure is made as per the law or at the request of the judicial authorities, or with the client's consent that should bear a separate signature.
 - The terms of payment approved by the NTRA, including the administrative expenses, taxes and any other charges.
 - The term of the contract and any renewed term(s).
 - The rights and obligations of the subscriber and the licensed companies in case of violation of the contract concluded between them or in the event of termination of the contract before the expiry of its term and the fulfilment of the violating party all financial penalties and compensations.
 - A clause stipulating that the contract is personal in nature and the service may not be transferred or re-sold to third parties without obtaining the prior approval of the licensed company.
 - The licensed companies' commitment to provide the services at the highest quality that should be maintained according to "the standards set forth in the license awarded to the company by the NTRA".
 - The licensed companies' commitment to issue a detailed invoice in case the subscriber intends to issue such invoice for the service or services that can be invoiced according to the type of service. This invoice should include the details of the service charges in terms of value, the service duration and the payment allowance period. The paper may be issued as a hard or e-copy at no cost.
 - A clause obligating the company, in case of the subscriber's failure to pay any amounts due to him, to send the latter a notice to pay the due payments. Such notice should be served with an acknowledgement of receipt or through any other means such as a text message (SMS) proving that the subscriber was informed that the service will be disconnected from the line in dispute. It should state that in case of failure to pay the payable amounts within one week from the date of notice, the company will be entitled to discontinue the service of the line, provided that the procedures mentioned in the contract are taken.
 - A special number should be assigned to receive customers' complaints, not to mention the NTRA's numbers assigned to receive their complaints in case the licensed company fails to respond to any of them. This should be mentioned as follows "In case the complaint or problem cannot be resolved, kindly call NTRA on (155) and the toll-free number 08003330333".
 - A clause should be included in the contract obligating the licensed company to compensate the clients affected by the interruption of service resulting from a collective malfunction in case it is due to causes the licensed company is liable for. In such case, the customer should be exempted from paying the subscription fees for the period of service interruption or as determined by the NTRA and the licensed companies without prejudice to the emergency conditions, force majeure and the standards set forth in the license granted to the company by the NTRA.
 - The companies are obligated to provide a copy of the contract to the customer in the Arabic language. It should include all the agreed-upon terms and conditions, and must be written in a clear font so that the user can read the contract easily (for example, the font used should be Simplified Arabic - font size: 10 or Traditional Arabic - font size: 12).
 - The companies' commitment to certain methods and procedures for the settlement of users' complaints or resolution of disputes resolution in addition to the customer's right to seek recourse to the NTRA in case the dispute is not resolved.
 - A clause stipulating the companies' obligation to determine the procedures for the refund of the users' due payments in the event of termination of the contract before the expiry of its term or abolition of contract.
 - A clause stating the maintenance systems of the licensed company as it is obligated to provide a customer service system that receives and resolves customer's complaints round-the-clock seven days a week.
 - An indication that the contract is approved by the NTRA.

2. Fixed service contracts: the contracts entered with the subscribers shall be in accordance with the form approved by the NTRA prior to contracting, accompanied with a statement detailing the personal data of the subscriber and the basic terms and conditions of the service provided. This contract shall include in particular the following:
- The terms and conditions of the contract entered by the company and the subscriber divided into three sections:
 - General provisions.
 - The company's obligations.
 - The subscriber's obligations.
 - The type of service or services set forth in the contract and the specifications.
 - The licensed companies' obligation to maintain the confidentiality of subscribers' information, data and communications as per the provisions of the law. The company shall be exempted from maintaining the confidentiality and non-disclosure of the data or information they have if such disclosure is made as per the law or at the request of the judicial authorities, or with the client's consent that should bear a separate signature.
 - The price of the service, the time unit for this price, collection methods and the current terms of payment, including administrative expenses, taxes and any other charges.
 - The term of the contract and the renewable term(s).
 - The subscriber's obligation not to use any devices to encrypt telecommunication services except after obtaining the approval of the Licensors (NTRA) and other concerned parties.
 - The subscribers' rights and obligations of and the licensed companies and subscriber in case of violation of the contract concluded between them or in the event of termination of the contract before the expiry of its term and fulfillment of the violating party of the financial penalties and compensations.
 - The procedures for the refund of the subscriber's due payments in the event of termination of the contract before the expiry of its term or abolition of contract by the company.
 - The methods and procedures for the settlement of users' complaints or resolution of disputes resolution in addition to the customer's right to seek recourse to the NTRA in case the dispute is not resolved.
 - A clause stipulating that the contract is personal in nature and the service may not be transferred or re-sold to third parties without obtaining the prior approval of the licensed company.
 - The licensed companies' obligation to provide all services licensed by the NTRA at a level of performance that conforms to the approved standards and parameters set forth in the license granted thereto by the NTRA.
 - The licensed companies' commitment to issue a detailed invoice in case the subscriber intends to issue such invoice for the national calls.
 - A clause stating the licensed company's obligation not to modify the monthly subscription or call tariffs except after obtaining the NTRA's prior written approval as per the license issued in this regard.
 - A clause should be included obligating the company, in case of the failure of the subscriber, who owns more than one line, to pay any amounts due to him, to send the latter a notice to pay the due payments. Such notice should be served with an acknowledgement of receipt. It should state that in case of failure to pay the payable amounts within one week from the date of notice, the company will be entitled to discontinue the service on that line.
 - A special number should be assigned to receive customers' complaints, not to mention the NTRA's numbers assigned to receive their complaints in case the licensed company fails to respond to any of them. This should be mentioned as follows "In case the complaint or problem cannot be resolved, kindly call NTRA on (155) and the toll-free number 08003330333"
 - A clause should be included in the contract obligating the licensed company to compensate the clients affected by the interruption of service resulting from a collective malfunction in case it is due to causes the licensed company is liable for. In such case, the customer should be exempted from paying the subscription fees for the period of service interruption or as determined by the NTRA and the licensed companies without prejudice to the emergency conditions, force majeure and the standards set forth in the license granted to the company by the NTRA.
 - A clause should be included in the contract stating the maintenance systems of the licensed company as it is obligated to provide a customer service system that receives and resolves customer's complaints round-the-clock seven days a week.
 - The companies are obligated to provide a copy of the contract to the customer in the Arabic language. It should include all the agreed-upon terms and conditions, and must be written in a clear font so that the user can read the contract easily (for example, the font used should be Simplified Arabic - font size: 10 or Traditional Arabic - font size: 12).
 - The contract should mention that it is approved by the NTRA.