The General Rules and Conditions for Protecting Internet Consumers' Rights In A.R.E

Preamble

WHEREAS the National Telecommunication Regulatory Authority (NTRA) is, pursuant to Telecommunication Regulation Law No. 10 of 2003, the only national authority competent to regulate the telecommunications sector and grant licenses and permits to companies or corporations in the Arab Republic of Egypt (A.R.E.) in compliance with the most advanced technological means, and in a way that guarantees the satisfaction of the needs of the users at the most affordable prices, based on free and fair competition among service providers in a transparent and non-discriminatory basis and in a manner that protects the users' rights;

WHEREAS the NTRA intends to fulfill its objectives set forth in the Telecommunication Regulation Law No. 10 of 2003, especially those related to consumer rights protection, with the aim of boosting and fair competition between companies licensed to provide same services, setting a balance between their interests and the rights of their consumers.

Whereas, the NTRA issued the General Rules and Conditions for Consumers' Rights Protection and owing to the huge advancements and developments of various telecom technologies and services provided to the public;
Therefore, the National Telecom Regulatory Authority (NTRA) has decided to update, develop and issue the General Rules for Consumers' Rights Protection so that they could be included in internet service contracts entered by ISPs as follows:

Firstly: Definitions:

1. The NTRA: means the National Telecom Regulatory Authority (NTRA) established as per the provisions of the Telecom Regulation Law No. 10 of 2003.
2. Service Provider: means the company licensed by the NTRA to provide internet services in Egypt.
3. The subscriber: means a natural or legal person that entered into a contract with the service provider and benefits from the service and is legally liable for contracting.
4. The user: means any natural or legal person using or benefiting from the internet services.
5. Force Majeure: means any event, condition, incidence or a number of incidences that could not be overcome nor foreseen. Events of force majeure are events beyond the control of the Licensor and Licensee and cause or result in the non-performance of their obligations set forth in the license granted to the service provider or the gross hindrance of their execution. These events of force majeure include but not limited to: wars, civil unrest, nuclear radiation, floods and torrents).

Firstly: General Rules for the Protection of the Rights of The Users of Internet Services in Egypt:

Article (1)

Without prejudice to the provisions of the Telecom Law No. 10 of 2003 on the regulation of telecommunications and licenses issued by the NTRA to companies operating in Egypt and licensed to provide internet services in Egypt, the decisions issued by the NTRA on the protection of users' rights are considered an integral part of these rules and are complementary to them.

Article (2)

The subscribers will enter into contracts with the licensed service providers, either directly or through the authorized distributors, according to the form previously approved and adopted by the NTRA, accompanied with a statement detailing the subscriber's personal data and the basic terms and conditions of the service provided.

Article (3)

The licensed companies shall submit a proposal of a service provision contract form that includes all the terms and conditions set forth in these "General Rules and Conditions" to the NTRA for checking, review and approval. The NTRA should give it back to them with remarks and observations, if any, or notify the licensed company that the form is invalid and unapproved to be re-examined by it.
In the event that NTRA does not accept the proposed service provision contract form, it shall notify the licensed company in writing of detailed reasons for non-acceptance so that it may review these reasons and give it back thereto in accordance with NTRA's opinion and remarks.

Article (4)

In case the licensed companies intend to make amendments to a contract form previously approved by NTRA, they should refer it to NTRA to obtain its prior written approval of such amendments as per the same procedures pursued in the above-mentioned clauses.

Article (5)

The companies are obligated not to reserve a line for the customer except after obtaining the latter's written consent or through a recorded voice call with him provided that the subscriber's call is from the same line number which he intends to subscribe to or via an e-request to be submitted online to the official website of the service provider and registered in the company's database or by a call from the customer's mobile phone. In all cases, the customer's personal ID and national number should be registered.

Article (6)

The licensed companies are obligated to create a database that includes the data of all subscribers. It should be continuously updated and kept in the company's database. The customers' transactions made with the company should be kept by the company for at least one calendar year. All data should be put at the disposal of NTRA or its authorized representative at any time to review, have access to and take any data deemed necessary by the NTRA. This will take place within the framework of the legal rules and laws enforceable in Egypt.

Article (7)

The terms and conditions of the contract entered between the company and the subscribers should be divided into three sections:

1. General provisions.
2. The company's obligations.
3. The subscriber's obligations.

Article (8)

The company shall publish a copy of the service provision contract approved by the NTRA on the home page of its official website in a way easily accessible to the user.

Article (9)

In the event that any of the licensed ISPs violates the rules and regulations issued by the NTRA or fails to comply with the terms and conditions of service provision contract, the list of penalties issued by the NTRA will be imposed on the violating company.