

## **The General Rules and Conditions for Protecting Mobile and Fixed Users' 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 on 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 in the context of the contracts of mobile and fixed service contracts 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 telecommunication services in Egypt.
3. The user: means any natural or legal person using or benefiting from the fixed and mobile services.
4. 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.
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).

Secondly: General Rules for the Protection of the Rights of The Users of Mobile and Fixed 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 mobile and fixed 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 licensed companies will enter into contracts with users, either directly or through the authorized distributors, according to the form previously approved 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 "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.

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 and the General Rules for Consumers' Protection.

#### **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 suspend the service at the subscriber's request except after obtaining the latter's written consent or through a recorded voice call with the subscriber, provided that the subscriber's call is from the same number of the line on which the service will be suspended. In all cases, the customer's identity and national number must 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 licensed companies are obliged to provide the service, under the scope of the license granted to the service provider by the NTRA, to the users on non-discriminatory basis for any reason. They may not refrain from providing this service to them without giving reasons that should be assessed by the NTRA.

#### Article (8)

The licensed companies are obligated to provide all services licensed by the NTRA at a level of performance that conforms to the internationally-recognized standards and parameters and the recommendations of the International Telecommunication Union (ITU). It should also adhere to the specifications, standards and verification mechanisms issued by the NTRA related to the quality of service and the updates made by the NTRA thereto.

#### Article (9)

The licensed companies are obligated to allocate numbers for telecom services to emergency and rescue centers and to provide access to these centers accompanied with the information and data specified by these centers, especially the caller ID (number, location); allowing the subscriber to call these emergency and rescue centers from any place via the licensed company's networks at any time, at no cost, by using various telecom devices connected to the said networks in a way that ensures call initiation and termination, and determines the caller's location on the same line as per the standards and technical requirements set by the NTRA and without any restrictions on communications. The rescue and emergency centers mean those designated by the competent authorities in the country, providing rescue and emergency services, especially the following:

- Fire department and civil defense services.
- Ambulance services.
- Police department.

#### Article (10)

The licensed companies are obligated to have trained staff to receive the users' inquiries and complaints received by the NTRA and respond to them as soon as possible, as determined by the NTRA and pursuant to the regulations issued in this regard. They should also establish a system that limits the frequency of complaints related to the provision and quality of services.

#### Article (11)

The licensed companies are entitled to receive a fee (tariff) from the service users for the services they provide. The licensed company shall submit to the NTRA prior to the service provision the proposed tariff and collection methods to be approved by the NTRA in accordance with the principles and rules issued by the NTRA in this regard, and that the licensed company shall adhere to. In case the licensed company enters a contract with the users on a tariff that has not been approved by the Licensor (NTRA) as per the principles and rules approved and issued by the latter, this will be considered a violation committed by the licensed company and that tariff will not be applicable.

The licensed company may not modify or change the tariff or collection methods without obtaining the NTRA's prior written approval as per the principles and rules approved and issued by the Licensor in this regard.

#### Article (12)

The licensed companies and their employers are obligated to maintain the confidentiality and privacy of the service-related information and documents they receive, whatever they are, and not to disclose them to third parties without a legal requirement. Any violation of the principle of confidentiality and privacy will be considered a breach of the terms and conditions of the license issued to the company by the NTRA.

The licensed companies 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 licensed companies are obligated to take the internal procedures to maintain and secure the confidentiality of communications and telephone calls made on their network, including maintaining the confidentiality of calls, without eavesdropping, recording, broadcasting or publishing them by any means except by law.

Article (13)

The licensed company may not activate any paid service without obtaining the customer's prior approval.

Article (14)

The licensed company shall provide and publicize free codes to unsubscribe from all paid services.

Article (15)

The subscriber is entitled to request the company to stop any unsolicited advertisements sent to him.