



Telecom-User Rights Protection General Guidelines in the Arab Republic of Egypt



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Prelude

Whereas the National Telecommunications Regulatory Authority of Egypt (NTRA), is the sole entity authorized to regulate telecom sector in the Arab Republic of Egypt, grant telecom licenses in line with the recent technology thereof, and ensure all the requirements of users are met at the most affordable prices under the umbrella of free and open competition, based on unbiased policy among telecom service providers, and therefore protecting and preserving the rights of audience dealing with such providers, and in line with the aim of the National Telecommunications Regulatory Authority to achieve the goals stipulated in Law No.10 of 2003 on Telecommunication Regulation, with respect to user-right protection, and with the willing of the National Telecommunications Regulatory Authority to ensure that service providers are committed to protect the rights of users, the National Telecommunications Regulatory Authority considered to draw up general guidelines for user-rights protection, to be abided by when providing licensed service, and to be included within service contracts drawn up with users as follow:

Article (I) Contract reference



Without prejudice to the terms and conditions of Law No.10 of 2003 on Telecommunication Regulation, particularly article No. (65-), and the licenses issued by the National Telecommunications Regulatory Authority, by virtue of which the Licensed Companies are authorized to provide the licensed telecom service within the Arab Republic of Egypt, the decrees issued by the National Telecommunications Regulatory Authority are part and parcel of, as well as complementary to such guidelines.

Article (II) Definitions



- ① **NTRA:** The National Telecommunications Regulatory Authority of Egypt founded pursuant to Telecommunication Regulation Law No.10 of 2003.
- ② **User:** Any natural or juridical person using or utilizing telecom services
- ③ **Subscriber/ Customer:** Natural or Juridical person who signed contracts with service-provider, availing of service and holding legal accountability for contract.
- ④ **Service-Provider/ Company:** The company licensed by NTRA to provide telecom services within the Arab Republic of Egypt.
- ⑤ **Infrastructure Operator:** The company licensed by NTRA to establish, operate and lease the main infrastructure of telecommunication to others, inside the Arab Republic of Egypt.
- ⑥ **Force-Majeure:** Refers to any conditions or collective circumstances that can neither be avoided nor predicted, and cannot be controlled by the Licensed Company, causing/ leading to the impossibility of fulfilling the commitments set forth in license, or massive obstruction to fulfilling such commitments, including and not limited to: (War and acts of aggression, nuclear radiations, floods and torrents).

Article (III) Contract Module



1-Licensed Companies shall submit a proposed module for service contract to be approved by NTRA, complying with all terms and conditions set forth herein, whereas NTRA shall provide feedback, if any, or notify the Licensed Company with the invalidity of such a module to be re-considered.

2-Should NTRA revoke the contents of service contract module, the Licensed Company shall be notified in writing with the detailed reasons of such a revoke, so that the latter could review such reasons and re-submit the module in line with NTRA's feedback and user-protection guidelines.

Article (IV) Amendments to contract module



Licensed Companies wishing to amend a pre-approved contract module, shall refer to NTRA to obtain a written consent with respect to such amendments, in accordance with the procedures taken and clarified in Article (III) of the guidelines herein..

Article (V) Service contract



Contracts shall be signed with Subscribers directly through the Licensed Company or via authorized distributors of service, in accordance with the module pre-acknowledged and approved by NTRA, including the personal information of Subscriber as well as the main clauses of the services provided.

Article (VI) Service provision and non-discrimination policy



Licensed Companies shall provide services, as per the license issued by NTRA, on non-discriminatory basis whatsoever, and shall not refrain from providing service without reasons subject to the discretion of NTRA.

Article (VII) Customer databases and transactions



Licensed Companies shall create a database including the information of all Subscribers as well as the entire transactions thereof, Licensed Companies shall also ongoingly update such information to be saved within the database of company, all transactions made by Customers with the company shall be also saved according to the rules and guidelines stipulated in service license, including the duration of each and every type of service. Furthermore, Licensed Companies shall disclose to NTRA any of such information on demand, all in accordance with the legal terms applicable in the Arab Republic of Egypt.

Article (VIII) Tariff



1.Licensed Companies are entitled to receive a financial sum (tariff) in return for the services provided for users, and the Licensed Company shall, to NTRA, propose the tariff as well as the collection methods thereof to be approved in accordance with the rules and guidelines acknowledged and issued by NTRA on this matter which, by the Licensed Company, will be abided by. Contracts signed by and between the Licensed Companies and Users on tariffs unapproved by Licensor, in accordance with the rules and guidelines acknowledged and issued thereby, shall be deemed and considered a violation by the Licensed Company.

2.Licensed Company may not amend or change the tariff or the collection methods thereof, without obtaining a pre-consent from NTRA, as per the rules and guidelines acknowledged and issued by NTRA on such a matter.

Article (IX) Service quality



Service shall be provided, as licensed by NTRA, as per a performance level conforming with the international standards and criteria acknowledged, as well as the recommendations of the International Telecommunication Union (ITU). Standards and guidelines set forth in License shall be also abided by, by Licensed Companies, whereas the standards, criteria and the verification mechanism thereof, developed and updated by NTRA with regard to service quality, shall by Licensed Company be also complied with.

Article (X) Remedies



Licensed Companies shall afford remedies to Users whose contractual commitments are violated, including the consistency of service quality, commitment to the timeframes stipulated for service offering or cancellation, as well as temporary suspension, disconnection or unjustified termination of service, in accordance with the list of remedies acknowledged by NTRA.

Article (XI) Planned maintenance and upgrades



In case the networks of Licensed Companies are subject to maintenance or upgrading, which would affect the quality, cause disconnection or breakdown of service, Companies shall pre-notify Users by a period of time determined by NTRA, prior to the date set for maintenance or upgrading, and with the duration of such works, putting into consideration that such planned works of maintenance or upgrading should not be performed during rush hours (where network traffic is high).

Article (XII) Temporary suspension of service



Companies shall not temporarily suspend service as per the demand of Subscriber without a written consent therefrom in person, or via a recorded voice call on condition such a call should be made from the same line he/she wishes to suspend, and in all cases, the identity and National ID number of Customer shall be verified.

Article (XIII) Transparency



- Company shall upload a version of the contract approved by NTRA on the official website thereof, on a section which could be easily accessed by User.
- Licensed Companies shall clearly publish and make available the prices and all details of the licensed services on the official website thereof.

Article (XIV) Mobile Number Portability (MNP)



Mobile Service-Providers shall provide Mobile Number Portability service (MNP) in accordance with the regulatory guidelines issued and the instructions given by NTRA, as well as all the amendments thereof, whereas MNP service shall include both individual (whether post-paid or pre-paid) and business accounts, provided that four (4) calendar months should have passed for line ownership, in case of individual accounts, while one complete calendar year should have passed for business accounts, given that MNP procedures for line/ account shall be taken as per the duration and timeframe set forth in MNP plan, in compliance with the regulatory guidelines applicable at that time.

Article (XV) Mobile value-added services (VAS)



Licensed Companies shall abide by the following procedures:

- 1-Customer shall not be subscribed to any service without the pre-consent thereof, even if such a service is free of charge.
- 2-Service notification SMS shall include the explanation, price, charging method (whether daily, weekly or monthly) of service, alongside subscription method.
- 3-Provide free-of-charge USSD to unsubscribe from all VAS.
- 4-Send free-of-charge SMS to User on a weekly basis, before each and every subscription renewal, to remind him/her of subscription details and how to cancel service.

- 5-Send free-of-charge SMS for each time a deduction is made from the credit of User, alongside the cancellation USSD.
- 6-Services advertised for shall not be misleading whatsoever, and the promotion shall be clear as well as transparent.
- 7-All necessary organizational and technical procedures and steps to protect as well as ensure the confidentiality of the information and data of Users, shall be taken.
- 8-Advertising SMS for products and services shall include the name of sender or entity.
- 9-Sponsored or promotional SMS shall not be sent to Users from 9:00 PM to 9:00 AM.
- 10-Sponsored or promotional SMS from Company, Users do not wish to receive, shall be stopped.

Article (XVI) Fixed Internet Service-Contracting and cancellation



Companies licensed for providing Fixed Internet service shall abide by the procedures to follow:

- 1-Line shall not be reserved for Customer without a written consent therefrom, line shall be reserved by signing a line reservation form including identity verification, National ID Number, line number, name of the telephone switch (Exchange Office) of Customer, and the company he/she wishes to deal with.
- 2-Service shall, to Customer, be activated within 48 hours from the date the Customer completed the contracting procedures, save official holidays.
- 3-In case service is cancelled as per the demand of Subscriber during the enforcement of contract, the Company shall cancel service within an interval of 24 hours at maximum, save official holidays, effective the date the application is submitted, after the financial entitlements, if any, are settled with the Company, without any additional fees incurred.
- 4-Operator of main infrastructure (Telecom Egypt) shall, to Customer, disclose whether the landline thereof is available for fixed internet contracting procedures or not, and shall state the name of Service-Provider in case the line is pre-reserved by any other Service-Provider, should the Customer dial the Customer service number of

main infrastructure operator via the same landline.

(Article XVII) User information – Confidentiality and privacy protection



- Licensed Companies and the staff thereof shall protect the confidentiality and privacy of the information and documents received, of any nature whatsoever, regarding service, and shall not, to third parties, disclose such information without legal requisites. Any violation of confidentiality and privacy shall be deemed and considered a violation of the terms and conditions of the license issued by NTRA to Company.
- Licensed Companies shall be exempted from confidentiality terms as well as the terms stipulating the non-disclosure of data or information in-hand, if such disclosure is required by law, based on judicial warrants, or via the consent of Customer in a separate signature.
- Licensed Companies shall exclusively take all necessary internal procedures, to protect and secure the confidentiality of telecommunications and phone conversations made via the network thereof, including the protection of confidentiality, prevention from wiretapping, recording, broadcasting or publishing of phone calls, except in response to legal requisites.

Article (XVIII) Complaints and customer service



- 1- Licensed Companies shall provide trained staff to receive the queries and complaints of Users, or to receive, respond to and reply in the nearest time the complaints escalated to NTRA, in accordance to the terms provided for and issued by NTRA on this matter. Licensed Companies shall also set up a system to reduce the frequency of repeated complaints with respect to service-offering and quality.
- 2- Licensed Companies shall respond to User complaints within 72 hours at maximum, not inconsistent with the terms and conditions of time durations set forth in license.
- 3- In case Licensed Companies fail to provide a suitable solution for User, or the time duration for sorting out a solution has ended, User shall have the right to escalate

the complaint thereof to Call Center of NTRA by dialing (155), or the free-of-charge number 08003330333, or via any other online channel available.

Article (XIX) Distress and emergency centers



Companies licensed to provide mobile and landline services shall assign numbers for distress (SOS) and emergency centers, and make it available to contact such centers as per the information and data set by such centers, especially the contact details such as number and location. Subscribers shall be also able to contact SOS and emergency centers anywhere through the network of Licensed Company, at any time, without any fees incurred, using the different telecom devices connected to the network of Licensed Company, and in a way that ensures making and receiving calls, as well as locating the caller, as per the technical standards and requirements set up by NTRA with respect to the same line, and without any restrictions to telecommunications whatsoever.

SOS and emergency centers shall indicate the entities which provide distress and emergency service, as determined by the authorities of the state, particularly the services to follow:

- Fire Department and Civil Defense.
- Ambulance
- Police

Article (XX) Contracts of Licensed Companies in the Arab Republic of Egypt Mandatory Terms and Conditions

Contracts shall be signed with Subscribers as per the module acknowledged and approved by NTRA, prior to being entered into with Subscribers, and with the personal information of the Subscriber as well as the main clauses of service annexed hereto, and shall in particular include the provisions to follow: -

1-Terms and conditions of the contract entered into, by and between the companies and the Subscribers shall be classified into 3 sections:

A- General Clauses B- Company Commitments C-Subscriber Commitments

2-Type, price and service(s)-provision specifications contracted for, in addition to the current payment methods and terms approved by NTRA, including the administrative fees, taxes and any other costs.

3-Licensed Companies shall protect the confidentiality of information and data of Subscribers and the telecommunications thereof in accordance with law terms, nevertheless, Companies shall be exempted from such a commitment in case the disclosure of information came in response to law, based on judicial warrants, or by a written consent of Customer in a separate signature, according to the terms of law and to the license issued by NTRA to the Licensed Company.

4-Contract duration, renewal intervals, alongside non-renewal methods, and commitments of both parties shall be all clarified.

5-Rights and commitments of Subscriber and Licensed Company, should the contract entered into by and between both parties be violated, or terminated before the duration thereof expires, shall be all clarified, whereas all financial penalties and remedies shall be also paid by the violating party.

6-Procedures to restore the entitlements of User, held by the Licensed Company, should the contract be terminated or cancelled at the side of the Company, shall be mentioned.

7- Contract is entered into with a specific person, User may not assign, transfer or resell the service to any third party without obtaining a pre-consent from the Licensed Company.

8- All services licensed by NTRA shall, by the Licensed Company be provided as per a performance level conforming with the international standards and criteria acknowledged, as well as the recommendations of the ITU, and in accordance with the standards and criteria set forth in License.

9-Remedies shall be paid to Subscribers aggrieved by contract-violation, service breakdowns, or service suspension due to maintenance, as acknowledged by the Licensed Company and NTRA, and without prejudice to emergencies, Force Majeure and the standards stipulated in the license granted to Company, and in line with the list of remedies for Subscribers acknowledged and approved by NTRA.

10-Procedures to follow and the required fees, should the Customer demand a temporary suspension of service shall be clarified.

11-Licensed Companies shall create a detailed invoice, should the Subscriber wish to have such an invoice for service(s) classified by type of service, provided that such an invoice should include the fees of service consumption by value, duration of consumption and grace period, and may either be issued in paper or electronically.

12-A specific mandatory clause shall be added by virtue of which the Company, should the Subscriber be late to pay any dues, shall notify such a Subscriber with the necessity of payment through a registered letter with acknowledgment of receipt or via any other technical method such as SMS, proving that the Subscriber has been already informed of service disconnection, with respect to the line in dispute only. It should be also mentioned within the letter that in case the due amounts are not paid within one week from the date the letter is sent, the Company has the right to disconnect service from the line in dispute only and take the procedures set forth in contract.

13-A specific clause shall be included by virtue of which the Company shall not make any amendments to service fees without obtaining the approval of NTRA, Customer shall be notified with any increment in the agreed tariff, before the new accounting period starts.

14-User shall not use any encryption devices for telecom services, without obtaining an approval from NTRA and other concerned authorities.

15-A specific number for user-complaints should be assigned, and NTRA numbers shall be included to receive complaints, should the Licensed Company fail to provide a satisfactory solution for the problem encountered by User, in the following statement; "If no solution is sorted out for the problem, please contact NTRA on, (155) and the free-of-charge 08003330333..."

16-Companies shall provide an Arabic version of contract entailing all terms and conditions acknowledged, while contract shall also be written in a clear handwriting so that User could easily read it, for example: (Simplified Arabic-font size: 10 or Traditional Arabic-font size: 12)

17-Licensed Companies shall abide by complaint or dispute settlement channels, including escalation to NTRA, should no solution be reached out for disputes by both parties.

18-Licensed Company shall provide around-the-clock customer service (24/7), to receive Customer complaints and work on resolving such.

19-Contract shall contain an indication of approval by NTRA.

Article (XXI) Non-commitment to stipulated guidelines



Should any of the Licensed Companies violate, wriggle out of service-provision commitments agreed with Subscribers, regulation of penal terms issued by NTRA shall be applied.

Where no specific provision is made in the guidelines stipulated, terms of Law No.10 of 2003 on Telecommunication Regulation, Licenses issued to Licensed Companies, and all other regulatory guidelines drawn up by NTRA and any amendments made hereto, shall become applicable.

