

**Marousi, 9-11-2017**

**ΑΠ.: 834/2**

**DECISION**

**«General Authorization Regulation»**

**The Hellenic National Telecommunications and Post Commission (EETT),**

**Taking into consideration:**

- a) Law 4070/2012 "Regulations on Electronic Communications, Transport, Public Works and other provisions" (Official Government Gazette 82/A/10-4-2012), as amended by Law 4146/2013, Law 4199/ 2013, Law 4313/2014 and Law 4339/2014, and in particular Articles 18 par. 5, 6, 74 and 77.
- (b) The Joint Ministerial Decision 1900/51/Φ211 "Approval of the National Frequency Band Allocation Regulation" (Official Government Gazette 105/B/27-1-2016), as in force.
- (c) The Decision 26634/924/3-5-2007 of the Minister of Transport and Communications "National Numbering Plan of Electronic Communications Services" (Official Government Gazette 768/A/2007), as amended by the Decision 26073/937/26-05-2010 (Official Government Gazette 805/B/9.6.2010).
- (d) The Joint Ministerial Decision No.70330/2015 "Adjustments to the Greek legislation in line with Directive 2013/11/EU of the European Parliament and of the Council of 21 May 2013 on the Alternative Consumer Dispute Resolution and amending Regulation (EC) No. 2006/2004 and Directive 2009/22/EC (Directive on Consumer ADR) and the adoption of additional national measures for the implementation of Regulation 524/2013 of the European Parliament and of the Council of 21 May 2013 on Online Dispute Resolution for Consumer Disputes." (Official Government Gazette 1421/B/2015).
- (e) The EETT Decision 676/30/20-12-2012 "Regulation on the Use and Granting of Rights to Use Radio Frequencies under the General Authorization Regime for the Provision of Electronic Communications Networks and/or Services" (Official Government Gazette 110/B/24-01-2013) as in force.
- f) The EETT Decision 721/2/12-06-2014 "Regulation on the Use of Individual Radio frequencies or Radio Frequency Bands" (Official Government Gazette 1713 /B/26-06-2014) as in force.

- (g) The EETT Decision 676/41/20-12-2012 "General Authorization Regulation", (Official Government Gazette 298/B/14-2-2013), as amended and currently in force, by the EETT decisions 693/12/4-6-2013 (OGG 1529/B/ 21-6-2013), 701/64/23/12/2013 (OGG 179/B/ 31-1-2014) and 721/0060/12-6-2014 (OGG 1786/B/30-6-2014).
- h) The EETT Decision: 578/29/28-9-2010 "Code of Conduct for the Provision of Multimedia Information Services" (OGG 1651/B/15-10-2010).
- i) The EETT Decision: 488/82/15-7-2008 "Code of Conduct for the Provision of Electronic Communications Services to Consumers" (OGG 1505/B/2008)
- (j) The EETT Decision 375/10/14-2-2006, "Regulation on Public Consultation Procedure" (OGG 314/B/16-3-2006).
- (k) The EETT decision 677/003/08-01-2013 "Modification and Codification of the Decision of EETT 441/121/21-6-07 "Regulation on the Management and Assignment of Numerical Resources of the National Numbering Plan" (OGG 170/B/2013), as amended by the EETT Decisions 685/16/ 12-3-2013 (OGG 734/B/7-3-2013), 698/24/ 25-7-2013 (OGG 2233/ B/10-9-2013), 714/10 / 10-4-2014 (OGG 1301/22-5-2014), 737/11/ 23-10-2014 (OGG 3061/B/13-11-2014) and 751/15/5-3-2015 (OGG 496/B/1-4- 2015).
- (l) The EETT Decision 586/006/30-11-2010 "Establishment of the Administrator's Statement for the use of the Web-based Application of EETT" (OGG 2052/B/ 31-12-2010).
- (m) The Regulation (EU) No. No 531/2012 of the European Parliament and of the Council of 13<sup>th</sup> June 2012 on roaming on public mobile communications networks within the Union.
- (n) The BEREC BoR Guidelines (13) 82 "BEREC Guidelines on Roaming Regulation (EC) NO 531/2012 (Third Roaming Regulation) (Articles 4 and 5 on Separate Sales of Roaming Services)",
- (o) The Regulation 2120/2015, as in force, laying down measures concerning open internet access and amending Directive 2002/22/EC on universal service and users' rights relating to electronic communications networks and services and Regulation (EU) No 531/2012 on roaming on public mobile communications networks within the Union.
- p) The conclusions of the relevant public consultation conducted by EETT from 20-12-2016 until 27-3-2017.
- q) The fact that the state budget and the budget of EETT do not incur any expenses by the provisions hereof.

**Decides:**

A. to amend and codify the EETT Decision 676/41/20-12-2012 "General Authorization Regulation", (Official Government Gazette 298/B/ 14-2-2013), as amended and currently in force, by the EETT decisions 693/12/4-6-2013 (OGG 1529/B/ 21-6-2013), 701/64/23/12/2013 (OGG 179/B/31-1-2014) and 721/0060/12-6-2014 (OGG 1786/B/30-6-2014) as follows:

## **Article 1** **Objective**

1. This Regulation regulates the procedure and conditions for the provision of electronic communications networks and/or services under the General Authorization Regime, in accordance with Article 18 of Law 4070/2012, as in force.
2. The implementation of the provisions of this Regulation does not limit any obligations of the providers of electronic communications networks and/or services regarding rights of use relating to the allocation of exclusive or non-exclusive frequencies, numbers or satellite trajectories.
3. Words or phrases used in this Regulation have the meaning ascribed to them under L.4070/2012, as in force, as well as under the National Frequency Band Allocation Regulation (OGG 105/27-1-2016). In the event that these words or phrases are not defined therein, they will have the meaning ascribed to them in the relevant secondary legislation of the European Union and, if they are not defined therein, they will have the meaning assigned to them in the International Radio Regulations, as in force.
4. For the purposes of this Regulation, the term "person" shall refer to any natural person or legal entity..

## **Article 2** **Scope**

1. Activity of any kind relating to the provision of electronic communications networks and/or services is subject to a General Authorization, except in cases where no General Authorization is required in accordance with paragraph 10 of article 18 of Law 4070/2012.
2. If the electronic communications activity is subject to the granting of rights to use numbers or frequencies, the person concerned must also obtain the required rights to use numbers or frequencies, before proceeding with the activity in question, in addition to the General Authorization. More specifically, in addition to the provisions of this Regulation, the conditions attached to the use of frequencies for which no granting of individual rights is required due to the fact that the risk of

harmful interference is negligible, are determined in the Regulation on the Terms of Use of Radio Frequencies issued by EETT.

3. Pursuant to paragraph 2 of article 1 of Law 4070/2012, State electronic communications networks, networks and individual amateur radio stations, amateur radio services via satellite and those used exclusively for experimental and research purposes as well as for demonstration and CB (Citizen Band Radio) are excluded from the scope of the above law and therefore no General Authorization is required.
4. According to paragraphs 10 and 11 of article 18 of Law 4070/2012, no General Authorization is required:
  - (a) for the sole resale of electronic communications services to users. By contrast, General Authorization is required for the provision of electronic communications services by third parties who, although they lack their own electronic communications infrastructure, they provide electronic communications services under a different trade mark and business organization, relying on the infrastructure of other persons who provide electronic communications networks and/or services, with whom they have concluded an agreement in connection therewith.
  - (b) the self-use, by a user, of radio terminal equipment based on the non-exclusive use of the specific radio frequencies designated by the competent authority, for reasons not related to an economic activity, such as the use of the citizen's band by radio amateurs, which does not consist of the provision of an electronic communications network service and is governed by the provisions of the applicable legislation on terminal equipment and radio equipment.

### **Article 3**

#### **General provisions**

1. EETT may amend this Regulation, in accordance with the provisions of Law 4070/2012, as in force.
2. In addition to the provisions of Article 22 (4) and Article 23 of Law 4070/2012, EETT may not limit the number of persons operating an electronic communications network or providing electronic communications services under the General Authorization Regime, subject to paragraph 4 of Article 18 of Law 4070/2012.

### **Article 4**

#### **Procedure**

1. For the provision of electronic communications networks and/or services under this General Authorization Regulation, only persons providing public communications networks or publicly available electronic communications services are required to submit a Registration Declaration.

2. The Registration Declaration is submitted by the persons concerned to EETT in accordance with the Statement Template included in Annex A1. In the Registration Declaration, the person declares his intention to initiate one or more of the electronic communications activities which he describes in accordance with Annex A1 hereof and requests to be registered in the Electronic Communications Networks and Services Providers Registry, kept by EETT, in accordance with the provisions of Article 7 hereof. This Registration Declaration must be submitted solely through the Online Application System for Electronic Communications Services Providers. When submitting the application, the person concerned must electronically send to EETT all required supporting documents attached to the Statement. In order to access the Online Application System for Electronic Communication Providers, the applicant must submit an "Administrator's Statement", according to the provisions of the EETT decision 586/006/30-10-2010 (OGG 2052/B/31-12-2010) as in force.
3. If the Registration Declaration is incomplete, it shall not be registered in the Electronic Communications Networks and Services Providers Registry. The Registration Declaration for which the relevant administrative fee has not been paid in accordance with Article 11 hereof shall be deemed to be incomplete.
4. The person providing this Statement may perform the specific electronic communications activity described in the Registration Declaration, immediately upon filing a complete Registration Declaration.
5. A person operating under a General Authorization Regime is required to submit a supplementary or modifying Registration Declaration included in Annex A1 hereto in the following cases:
  - a) in order to provide electronic communications services and/or networks other than those described in the original Registration Declaration,
  - (b) in order to discontinue the provision of certain electronic communications services and/or networks in respect of which he has already filed a Registration Declaration and in accordance with the provisions of Article 9 hereof,
  - (c) in the event of any change to the information disclosed in the original Registration Declaration, in addition to the information under items a and b above. Any alteration to such data shall be notified within fifteen (15) days.

Where the person concerned intends to discontinue the provision of electronic communications networks and/or services altogether, for which he has already filed a Registration Declaration and in accordance with the provisions of Articles 9 hereof, he must submit the Registration Declaration included in Annex A2 hereof.

In any event, and provided that the persons required to file the modifying Registration Declaration fail to do so within the prescribed time limit, EETT may, without being obliged to summon the interested party to a hearing, and provided that it has gathered all the relevant official documentation, amend on its own motion and without any prior notice, the information kept in the Electronic Communications Networks and Services Providers Registry, and notify the person concerned thereof, by letter or by email.

6. Failure to comply with the provisions of paragraph 5 of this Article, on the part of the person operating under the General Authorization Regime, constitutes an infringement of this Regulation and if such person provides further electronic communications networks and/or services in relation to the specific networks or services, he shall be deemed to provide them without General Authorization.

## **Article 5**

### **Authorization Certification**

1. Through the Online Electronic Application System, a standard attestation is issued automatically upon request, which:
  - a) confirms that the person has submitted a Registration Declaration in the appropriate form,
  - (b) the person provides electronic communications networks and/or services in respect of the activities described in the Registration Declaration,
  - (c) specifies the conditions under which such person has the right to negotiate his interconnection in accordance with the applicable law,
  - (d) specifies the conditions under which such person has the right to be interconnected and, where appropriate, to be granted access by other persons; and
  - (e) specifies the conditions under which such person has the right to apply to the competent authorities for the installation of facilities in, on or under premises belonging to the State, to local authorities, to private individuals or of common use,in order to facilitate the exercise of the rights granted to the person under the General Authorization.
2. The above certificate shall also be issued at the written request of the person operating under the General Authorization Regime, within seven (7) days of receipt of such request.

**Article 6**  
**General Authorization Terms and Conditions**

1. EETT may, upon the introduction of new electronic communications networks and/or services in the Registration Declaration of Annex A1 or at a later date, establish additional terms and conditions, in accordance with Annex VII of Law 4070/2012.
2. Persons providing electronic communications networks or services operating under the General Authorization Regime must comply with the terms of Annex B hereto, as in force.
3. In order to impose additional terms and conditions in respect of the exercise of new or existing electronic communications activities, or to modify the existing terms and conditions for the exercise of electronic communications activities under the General Authorization Regime, EETT shall conduct a public consultation by summoning the parties concerned to express their views on the proposed measures. The public consultation is carried out according to the provisions of the Public Consultation Regulation of EETT.
4. A person operating under the General Authorization Regime shall cooperate with EETT whenever requested to do so or as provided for in this Regulation, L. 4070/2012 and the other provisions of the applicable legislation, as in force. The purpose of such cooperation, among other things, is to allow or enable EETT to monitor the compliance with the conditions of this Regulation, to allow EETT to gather any statistical or other information regarding the person's activities under the General Authorization Regime and to allow or otherwise enable EETT to exercise its powers.
5. The terms and conditions attached to the General Authorization shall be published on the EETT website.
6. The persons concerned shall contact EETT and submit the documents or information required from time to time, in Greek.

**Article 7**  
**Electronic Communications Networks and Services Providers Registry**

1. EETT shall maintain a Registry of Electronic Communication Network and Service Providers, which includes a record of the Registration Declarations in printed and/ or electronic form. The recording of the Registration Declaration in the Electronic Communications Networks and Services Providers Registry serves as a General Authorization, subject to the conditions hereof.

2. The Electronic Communications Networks and Services Providers Registry shall include the following information:
  - a) the registration number in the Electronic Communications Networks and Services Providers Registry,
  - (b) name and address of the Provider,
  - (c) Tax Identification Number (TIN) or registration number in the relevant books (depending on the type of business),
  - (d) competent Financial Services Authority (Tax Office),
  - (e) legal form of the Provider, the legal representatives, the procedural representative, if the Provider is located outside the EU and outside the European Economic Area,
  - f) full details of the contact persons in charge of any communication with EETT,
  - (g) full details of the contact persons in charge of any communication with the public, to be published on the EETT website,
  - h) a brief description of the activity notified,
  - i) EETT protocol number and date of submission of the Registration Declaration,
  - (j) any changes to the General Authorization status of the person concerned,
  - (k) expected date of commencement of the activity,
  - (l) General Commercial Registry number, if any.
3. EETT shall modify or remove an entry from the Electronic Communications Networks and Services Providers Registry, if there are reasons to modify or remove it in accordance with the provisions hereof and of L.4070/2012.

## **Article 8**

### **Provision of Information**

1. Persons operating under the General Authorization Regime are required to provide all information to EETT, at its request, in accordance with Articles 14 and 38 of Law 4070/2012 and the provisions hereof.
2. EETT shall use such information only for the specific purpose for which such information was requested and shall inform the persons concerned thereof.
3. In addition to any corresponding obligations arising from the provisions of other laws, the persons concerned shall provide such information in accordance with the time schedule and in such detail as requested by EETT, which must justify its request for the provision of information, which request must be objective, specific and proportionate to the exercise of a specific competence. The information shall be provided within twenty business days from the relevant request, unless otherwise specified by EETT. In any case, the time limit may not be shorter than five business days.



**Article 9**  
**Cessation of Electronic Communications Activities**

1. Any person required to submit a Registration Declaration pursuant to Article 4 shall notify EETT of the cessation of electronic communications activities under the General Authorization Regime, within fifteen (15) days prior to the actual cessation of such activities, by submitting the Registration Declaration Template included in Annex A2.
2. In the event that a person is declared bankrupt or wound up, such person is required to make a statement of cessation of activity to EETT, using the Registration Declaration Template included in Annex A2.
3. In the event of cessation of activities of a legal entity which had submitted a Registration Declaration, due to the merger with another legal entity, the latter must disclose the cessation of provision of electronic communications networks and/or services on the part of the former legal entity, in accordance with paragraph 1 above. The latter must also modify its Registration Declaration, in order to provide the additional services provided by the former or file a Registration Declaration, if the former did not provide any electronic communications services until the merger.
4. EETT shall remove from the Electronic Communications Networks and Services Providers Registry the persons who have filed a Registration Declaration for the notification of the cessation of any electronic communications activity. No fee is required for submitting a Registration Declaration for the cessation of electronic communications activities. By deregistering a person from the Electronic Communications Networks and Services Providers Registry, EETT revokes this person's rights to use numbers and frequencies which had been assigned to such person.
5. In the event of cessation of all notified electronic communications activities or deregistration of the person from the Electronic Communications Networks and Services Providers Registry, the annual administrative fees shall be calculated, in accordance with Article 11 hereof:
  - (a) until the date of submission of the Registration Declaration of cessation of activities by the provider, according to par. (1) of this Article, by paying the relevant fees at the same time as submitting a Statement of Payment of Fees on the day of submission of the Registration Declaration for the cessation of activities, or
  - (b) until the date of cessation of the Provider's activities, and provided that the Cessation Registration Declaration is accompanied by documents evidencing the definitive cessation of the company's activities at a time prior to the submission of the Cessation Registration Declaration, by payment of the relevant fees at the same time as the

submission of a Statement of Payment of Fees on the date of submission of the Cessation Statement,  
(c) the date of deregistration from the EETT records, in any other case.

In the event of failure to submit the Statement of Payment of Fees or Statement of Revenue, the annual administrative fees shall be calculated by EETT in proportion to the duration of the period for which the provider was registered in the Register in the year of deregistration. The fees shall be calculated on the basis of the data entered during the last financial year for which EETT has obtained such data.

If the person concerned fails to pay any annual administrative fees, as well as any other amounts due to EETT or fails to settle them in accordance with the provisions of paragraph 6 of Article 11 hereof, within thirty (30) days of the relevant notice by EETT to the debtor, EETT shall proceed to the deregistration from the Electronic Communications Networks and Services Providers Registry and to the collection of the aforementioned debts in accordance with the Code for the Collection of Public Revenue.

6. In any event, if EETT acquires knowledge of any official documentation or information evidencing the dissolution, bankruptcy, placement under liquidation or any other similar procedure, it may, without hearing the person concerned, proceed on its own motion, without any further notice, to the deregistration of such person from the Electronic Communications Networks and Services Providers Registry. In this case, EETT shall also revoke the rights to use numbers and frequencies assigned to such person, as well as enforce the provisions of the Code for the Collection of Public Revenue, in order to collect the relevant annual fees due and any other outstanding amount payable by such person to EETT. In the event of failure to submit the Statement of Payment of Fees, the annual administrative fees shall be calculated in accordance with the procedure provided for in par. 5 of this article.
7. If the notice of hearing can not be served to the provider, in particular because the notified e-mail or postal address of the person to be heard is incorrect or unknown, EETT shall remove the person from the Electronic Communications Networks and Services Providers Registry without holding a hearing. In this case, EETT shall also revoke the rights to use numbers and frequencies which have been assigned to such person, as well as enforce the provisions of the Code for the Collection of Public Revenue in order to collect the relevant annual fees and any other outstanding amounts payable by the person to EETT.

## **Article 10**

### **General Authorization Term**

1. The provision of electronic communications networks and/or services under the General Authorization Regime shall be valid for as long as any person filing the Registration Declaration wishes.
2. EETT may impose limitations only in exceptional cases, by way a specially reasoned Decision, after hearing the person concerned pursuant to Article 77 of Law 4070/2012.

### **Article 11** **Fees**

1. Persons operating under the General Authorization Regime shall pay annual administrative fees corresponding to the costs of management, monitoring and compliance with the General Authorization Regime and to the rights to use radio frequencies and/or numbers and the specific obligations provided for in Articles 44, 47 par. 1, 2, 4 and 5 and 49 of L.4070/2012. The above administrative fees do not include the administrative fee for the assignment of numbers and the administrative fee for the assignment of frequencies, which are paid upon submission of the applications for the assignment of numbers and/or frequencies according to the respective EETT Regulations.
2. The administrative fees referred to in paragraph 1 shall cover, inter alia, administrative costs related to:
  - a) International cooperation and in particular the active participation and contribution to the Body of European Regulators for Electronic Communications (BEREC), harmonization and standardization,
  - (b) market analysis, compliance monitoring and other market controls,
  - (c) a regulatory activity including the development and supervision of compliance with secondary legislation and administrative decisions, such as the decisions on access and interconnection, and
  - (d) general operating expenses of EETT
3. Administrative fees shall be paid by persons providing public communications networks or publicly available electronic communications services.
4. An annual administrative fee, calculated as a percentage of the total gross revenue from the provision of public communications networks or publicly available electronic communications services under the General Authorization Regime shall be levied on all persons operating under General Authorization and providing public communications network or publicly available communications services, as follows:

<i>Zone of total annual gross revenue (R) subject to fees, in EURO</i>	<i>Rate of administrative fees per zone</i>	<i>Obligation to Submit a Revenue Statement or a Statement of Payment of Fees</i>
$E \leq 150.000$	0	Revenue Statement (Annex C) up to 1/7 of each year
$150.000 < E \leq 250.000.000$	0,0025	Statement of Payment of Fees (Annex D) up to 1/7 of each year
$250.000.000 < E \leq 750.000.000$	0,004	
$750.000.000 < E$	0,0005	

For each calendar year, the annual administrative fee, calculated in accordance with the above Table, shall be paid by 1 July of the following calendar year at the latest, accompanied by the Statement of Payment of Fees (Annex D), together with the necessary accompanying documents referred to in the above Annex without requiring a prior written notice by EETT. Where payment of fees is not required, a Revenue Statement shall be submitted (Annex C) together with the required documents.

The above administrative fees shall also be paid in case that the first year of the General Authorization term does not coincide with the calendar year.

The Statement of Revenue and the Statement of Payment of Fees must be submitted through the "Online Application System", along with the attached documents and supporting documents of Annexes C and D hereof.

Payment of the annual administrative fees shall made by deposit in an EETT bank account, and the undertaking must enter its TIN in the "Reason of Payment" field of the deposit voucher and indicate that payment has been made on account of "E/C General Authorization Fees".

5. The date specified in paragraph 4 hereof for the payment of annual administrative fees shall be the payment due date, and in the event of default, interest will be levied, as determined by an Act issued by the Governor of the Bank of Greece, and published in the Official Government Gazette. This surcharge shall be calculated on the unpaid amount for each day of delay in payment and until the date of redemption. If the delay in payment of the annual administrative fees extends beyond a period of sixty (60) days, in addition to default interest, EETT shall also levy a penalty, according to L.4070/2012 and the applicable EETT regulations, as in force.
6. At the request of the debtor, he can reach a settlement with EETT for the payment of the annual administration fees. In order to reach this settlement, the debtor must pay 30% of the administrative fees upon submitting the settlement request. The outstanding amount due may be paid by the debtor in up to six (6) equal monthly installments unless EETT, having regard to the specific circumstances of the case and at the request of the party concerned, decides to redetermine the amount and

the number of installments. Upon payment of the annual administrative fees by way of settlement, default interest shall also be levied on the debtor, which shall be calculated according to paragraph 5, on the basis of amounts paid after the 1st of July. In the event of non-compliance with the settlement, the debtor shall be obliged to pay the whole amount due as a lump-sum, unless the EETT decides otherwise by a special reasoned decision. In any event, EETT may exercise its rights under Article 77 of Law 4070/2012.

7. In addition to the payment of the above annual administrative fees upon submission of the initial Registration Declaration, an administrative fee in the amount of three hundred Euro (€300) shall be levied for the review of the Statement, whereas an administrative fee in the amount of 100 Euro shall be charged upon submission of any statement modifying the initial Registration Declaration. In the event of withdrawal/cancellation of the Registration Declaration, the above fees shall not be refunded. Any vague or incomplete Registration Declaration which is not duly completed within six (6) months, shall be filed. Any new Registration Declaration after the filing of the incomplete Statement as per above, shall be deemed as a new statement and the fee must be repaid in order for the review of the statement.
8. The annual administrative fees referred to in paragraph 4 of this Article shall be calculated on the basis of the total gross annual revenue certified by the auditor/accountant signing the undertaking's balance sheet, and which arose from the provision of public communications networks or publicly available electronic communications services under the General Authorization Regime, by the undertakings on which the fee is levied. From the total gross annual income, subsidies received by companies in respect of their participation in European Union or national programs shall be deducted, as well as the interconnection and roaming expenses. In cases where the publication of the balance sheet signed by an auditor/accountant is not provided for, the statement on the total gross revenue shall be signed by the head of the financial department of the undertaking, or any other person with similar duties, as well as the undertaking's legal representative.
9. When publishing its balance sheet, EETT shall also publish a review on the administrative fees stipulated in this article, in at least one newspaper circulating throughout Greece as well as on its website.
10. At the end of each calendar year, EETT shall review the total amount of the administrative fees collected (including the administrative fees for the assignment of number and frequencies) as well as the total amount of its expenditures. If there are any discrepancies between the total amount of administrative fees collected (corresponding to the fees paid in the preceding year) and the administrative costs, appropriate adjustments shall be made with respect to the payment of the fees referred to in paragraph 4 for the following year, so that the administrative fees to be collected shall cover the expenses, taking into account an amount that

allows EETT to maintain a reserve at an amount equal to 30% of the estimated expenses for the following year.

## **Article 12**

### **Compliance**

1. Persons providing electronic communications networks or services shall not exceed the content of their Registration Declaration or any terms and conditions of any electronic communications activities or any other general obligations set forth in L.4070/2012, as in force, or other delegated regulatory acts issued by virtue of said law.
2. If any person providing electronic communication networks or services under the General Authorization Regime does not comply with or breaches a term included in the General Authorization, EETT may enforce the provisions of article 77 of L.4070/2012.
3. Especially in case of non-payment of a fine imposed by EETT, on which a final court decision has been issued or no appeal is pending before the competent administrative courts, EETT shall, following a hearing, proceed, without delay, to the deregistration of the debtor from the Electronic Communications Services Providers Register, as a sanction, after reviewing any amounts due by the debtor, reserving its right to claim such amounts by any legal means.
4. In the event of non-payment of the administrative fees due, under this Regulation, EETT may enforce the provisions of the Code for the Collection of Public Revenue in order to collect them.

## **Article 13**

### **Public disclosure**

1. This Regulation, as well as any amendments thereto, shall be posted on the EETT Website.
2. The information included in the Electronic Communications Networks and Services Providers Registry concerning the name of the person, the electronic communications networks or services provided and the contact details for communication with the public shall be published on the EETT website.

## **Article 14**

### **Other provisions**

The services referred to as "Liable Undertakings" in Article 3 of the Joint Ministerial Decision with no. Oik. 31923/1135 "Establishing a procedure for the allotment of the Universal Service Net Cost and Compensation of the Universal Service Provider (designated undertaking)" (OGG 876/B/2007), correspond to the new service codes as follows:

- Voice Services: Codes B0201, A0104, B0202, B0203, B0204 and B0205.
- Audiotext and/or Videotext services: code B0108.
- Internet access services: code B0104.
- Publishing and distribution of telephone directories and/or directory inquiry services: code B0206.

### **Article 15** **Transitional provision**

1. Persons who have already engaged in electronic communications activities under the General Authorization Regime shall continue to carry out such activities in accordance with the provisions of this Regulation.
2. EETT shall, within one month of the entry into force of this Regulation, adapt the existing Registration Declarations in accordance with the provisions hereof, and shall publish the information specified in Article 13 on its website. At the same time, EETT shall notify, by any appropriate means, the legal or natural persons registered in the Electronic Communications Services Providers Register of the above actions. The above persons may, within one month of publication of the information, request that the information be corrected, by submitting a new Registration Declaration without paying any administrative fee.
3. Until the online submission process is fully supported, the following points should be clarified:
  - (a) the Registration Declaration for the permanent cessation of activities shall be submitted in writing on the basis of Model Form A2; and
  - b) the Revenue Statement or the Statement of Payment of Fees shall be submitted to the e-mail address [antap\\_teli@eett.gr](mailto:antap_teli@eett.gr).

### **Article 16** **Repealed Provisions**

From the entry into force of this Regulation, the following shall be repealed:

- a) The EETT Decision 676/41/20-12-2012 "General Authorization Regulation", (Official Government Gazette 298/B/ 14-2-2013), as amended and currently in force, by the decisions of EETT 693/12/4-6-2013 (OGG 1529/B/ 21-6-2013), 701/64/23/12/2013 (OGG 179/B/ 31-1-2014) and 721/0060/12-6-2014 (OGG 1786/B/30-6-2014).
- (b) Any general or special provision that is inconsistent with the provisions hereof or to the extent that it regulates matters dealt with in this Regulations in a different manner.

**Article 17**  
**Entry into force**

This Decision shall enter into force on the date of its publication in the Official Government Gazette with the exception of Annex B, which shall enter into force six (6) months after the publication hereof in the Official Government Gazette, subject to the following exceptions:

(i) the immediate entry into force from the date of publication in the Official Government Gazette of:

- (a) the last subparagraph of item (h) of paragraph 2.1.15 and
- (b) paragraph 3.1.6; and

(ii) entry into force nine (9) months from the date of publication hereof in the Official Government Gazette of:

- (a) subparagraph (ii) item (b) of paragraph 2.1.8
- (b) item (a) of paragraph 2.1.15

(iii) the entry into force of the relevant Regulation on the "Price Observatory for telecommunications & postal services " in subparagraph (iii) of item (b) of paragraph 2.1.8.

Until the entry into force of the above provisions, the respective provisions of the EETT Decision 676/41/20-12-2012 "General Authorization Regulation" (OGG 298/B/14-2-2013), as amended by the EETT decisions 693/12/4-6-2013 (OGG 1529/B/21-6-2013), Ref 701/64/23/12/2013 (OGG 179/B/31-1-2014) and Ref 721/0060/12-6-2014 (OGG 1786/B/30-6-2014) shall apply.

B) Hereby orders the publication of this Decision and its Annexes which form an integral part thereof in the Official Government Gazette.



## ANNEX A1

# STATEMENT OF REGISTRATION FOR THE PURSUIT OF ELECTRONIC COMMUNICATIONS ACTIVITIES UNDER GENERAL AUTHORIZATION

<input type="checkbox"/> Commencement of activity
<input type="checkbox"/> Additional Services
<input type="checkbox"/> Deletion of Services
<input type="checkbox"/> Information modification

Registration Number <sup>1</sup> :
GEMI Number <sup>2</sup> :

### I Legal form

Legal entities:	<input type="checkbox"/> General Partnership	<input type="checkbox"/> Limited partnership	<input type="checkbox"/> Societe Anonyme	<input type="checkbox"/> Limited liability company	<input type="checkbox"/> Private Company
<input type="checkbox"/> Other Legal Form (please specify)					
<input type="checkbox"/> Natural Person					

### II Undertaking / Business Information

#### Ila Legal Entity

Name / Company Name	Distinctive title
Registered office (Street, Number, City, Postal Code, Country)	TIN _____ SA Reg. No. (where applicable) _____ TAX OFFICE _____

Telephone number	_____	Start of the activity:	_____ · _____ · _____
FAX	_____	Modified by:	_____ · _____ · _____
E-mail	_____		
Web site	_____	Cessation of the activity:	_____ · _____ · _____

#### IIb Natural Person

Full Name / Father's Name	Identity Card or Passport Number / Issuing Date / Issuing Authority
Address (Street, Number, City, Postal Code, Country)	TIN _____ TAX OFFICE _____

<sup>1</sup> At the start of an activity, the Registration Number field shall be filled in by the Service

<sup>2</sup> General Commercial Registry number (GEMI).

Telephone number	_____	Start of the activity:	_____ . _____ . _____
FAX	_____	Modified by:	_____ . _____ . _____
E-mail	_____		
Web site	_____	End of the activity:	_____ . _____ . _____

**III The contact person in charge of communication with EETT [In case of an undertaking established outside the EU or outside the European Economic Area) shall act as a procedural representative in Greece]\***

Surname	
Name	
ID number	
Address (Street, Number, City, P.C.)	
Fixed phone number	
Mobile phone number **	
FAX	
E-mail	

\* If the undertaking is not established within the EU or the European Economic Area, the Registration Declaration must be accompanied by all documents certifying the appointment of the procedural representative in Greece and an official statement of the procedural representative in which he declares that he accepts his duties. The procedural representative must be a resident of Greece and be fluent in the Greek language.

\*\* Mobile phone number is mandatory in the cases of provision of electronic communications services on vessels (B0302)

**IV Public Contact Details (published on the EETT Web site):**

Address (Street, Number, City, P.C., Country)	
Telephone number	
FAX	
E-mail	

**V Legal Representative (To be filled in by Legal Entities only)**

Surname	
Name	
ID number	
Address (Street, Number, City, P.C., Country)	
Telephone number	
FAX	
E-mail	

**VI Chairman of the Board of Directors (to be filled in by Legal Entities only - Contact person details for communication with EETT):**

Surname	
Name	
Address (Street, Number, City, P.C., Country)	
Telephone number	

**EETT**

ΕΘΝΙΚΗ ΕΠΙΤΡΟΠΗ ΤΗΛΕΠΙΚΟΙΝΩΝΙΩΝ &amp; ΤΑΧΥΔΡΟΜΕΙΩΝ

FAX	
E-mail	

**VII Managing Director (to be filled in by Legal Entities only - Contact person details for communication with EETT):**

Surname	
Name	
Address (Street, Number, City, P.C., Country)	
Telephone number	
FAX	
E-mail	

Please enter the activities for which authorization is requested

☒

**GROUP A. Provision of Electronic Communications Networks**

A01. Provision of Networks	A0101	Fixed Service Electronic Communications Network
	A0102	Terrestrial Digital Broadcasting Signal Network, using frequencies assigned for TV signal transmission
	A0103	Mobile Electronic Communications Service Network
	A0104	Mobile Electronic Communications Service Network Virtual Operator
	A0105	Fixed Satellite Service Network
	A0106	Mobile Satellite Service Network
	A0107	Wireless broadband access systems including WLAN (Wideband Data Transmission Systems including Radio Local Area Networks (RLANs))

**Please enter the activities for which authorization is requested**  
**GROUP A. Provision of Electronic Communications Services**

B01. General Services	B0101	Provision of Leased Lines
	B0102	Capacity provision
	B0103	VPN services
	B0104	Provision of Broadband Access/Internet Access Services
	B0105	Data Transmission
	B0106	Short Message Service (SMS) / Multimedia Messaging Service (MMS)
	B0107	Email Services
	B0108	Multimedia Information Services including Premium Short Message Service / Premium MMS (Multimedia Messaging Service)
	B0109	Satellite News Gathering
	B0110	Electronic News Gathering (ENG)
	B0111	Provision of interconnection services between networks of different operators
	B0112	Provision of Cross-Borders Electronic Communications Services
	B0113	International roaming services from an alternative roaming provider

B02. Voice communications services	B0201	Provision of Telephone Services - Including prepaid telephony services
	B0202	Voice communications services provided over the Internet
	B0203	Telephone Services through Prepaid Telephony
	B0204	Call-back services
	B0205	Provision of public pay phones to the public (including call shops)
	B0206	Provision of directory inquiry services

B03. Services on vessels and aircraft	B0301	Electronic communications services on aircraft
	B0302	Electronic communications services on vessels

B04. Other services	B0401	Other fixed electronic communications services
	B0402	Other mobile electronic communications services
	B0403	Other Fixed Satellite Services
	B0404	Other Mobile Satellite Services
	B0405	Other Radio communications Services (such as telematics - telemetry - radar) - Please specify

Comments (Please note or attach your comments, if any)

### Official Statement

- ☐ I hereby declare that I wish to pursue the above electronic communications activities and I apply for registration in the EETT Electronic Communications Networks and Services Providers Registry.
- ☐ I hereby declare **that I cease to exercise** the electronic communications activities noted above.
- ☐ I hereby declare that **there has been a change** in my personal information, as noted herein.
- ☐ I hereby declare that there has been a change in the legal form of my undertaking, as noted herein and the former name was:

---

I hereby submit to EETT all the required **certifying documents** (see below) and/or all **documents** evidencing that the signature on this Registration Declaration is **binding** on the person represented.

I declare a) that the information contained in this Statement and any other information accompanying it, is true and accurate and b) that I am fully aware of the fact that, in order for the exercise of any electronic communications activities for which the granting of special rights to use frequencies or numbers is required, according to the applicable legislation, such special rights are not granted automatically under this procedure and that before proceeding to the provision of the service in question, I must apply for the granting of such special rights.

Registration Declarations must be submitted solely through the Online Application System for Electronic Communication Providers.

In order to access the Online Application System for Electronic Communication Providers, the applicant must submit an "Administrator's Statement", according to the EETT decision 586/006/30-11-2010 "Establishing the Administrator's Statement for the use of the EETT Web-based application" (OGG 2052/B/31-12-2010)

For any further clarification, EETT Services are at your disposal by telephone at the following number:

EETT Information

Tel: 210 - 61 51 000

Please keep in mind that failure to submit a Registration Declaration as well as the untimely submission or the submission of an inaccurate Statement may result in the imposition of administrative sanctions under article 77 of Law 4070/2012.

### Certifying Documents

A

A1. Legal/Natural persons based/residing in Greece

Upon initial submission of the application for general authorization

- The Company's Articles of Association and Amendments thereto, or a decision of the BoD or minutes of the general meeting of the partners, duly published, on the legal representation of the company and authorization to legal representatives.
- Latest certificate issued by GEMI on the non-dissolution and/or amendments to the company.

Depending on the legal form of the requesting provider, there may be more specific variations to the required supporting documents.

Natural persons - sole proprietorships

- Identity card or passport.
- Residence and work permit in the case of a foreign person.
- Certificate of tax registration for the commencement of business activity, issued by the competent tax authority.

A2. At each subsequent submission, modification, change in information

Update of supporting documents

B. Legal / Natural persons based / residing in a Member State of the European Union

B.1. Upon initial submission of the application

a. Legal entities

- Documents certifying the incorporation and representation of the foreign legal entity accompanied by apostille and an official translation in the Greek language

b. Natural Persons

- Copy of ID Card or Passport.
- Certificate of tax registration for the commencement of business by the competent tax authority
- Certificate/Document of the competent tax authority stating the tax registration number/ certifying the tax registration number.

B 2. At each subsequent submission, modification, change in information

Update of supporting documents

C. For specific categories of legal entities

As appropriate It is specified that companies outside the European Union or the European Economic Area, wishing to submit a Registration Declaration, shall also provide a document issued by the competent Greek tax authority certifying they have taken all necessary actions/have provided all required notifications to that Authority in order to start providing electronic communications networks and/or services. Any statement which does not meet the above requirements shall be automatically filed.

Shipments of any printed material shall be made to the postal address of the designated contact person for communication with EETT.

	B0102	Capacity provision	Lease of a part of the capacity of telecommunication lines to the public, through network infrastructure in whole or in part, owned and/or managed by the declarant.
	B0103	VPN services	Provision of VPN through network infrastructure, owned/managed by the declarant. A virtual private network is that part of the corporate network that provides network services through shared switching network infrastructure.
	B0106	Short Message Service (SMS) / Multimedia Messaging Service (MMS)	Short Messaging Service (limited to 160 characters) and Multimedia Messaging Service.
	B0107	Email Services	It also includes the provision of e-mail services exclusively over the Internet through the use special software, if provided on a fee basis.
	B0108	Multimedia Information Services including Premium Short Message Service / Premium MMS (Multimedia Messaging Service)	Electronic communications services, such as Audiotext, Videotext, Premium Short Message Service (PSMS) and Premium Multimedia Message Service (PMMS), relating to the transmission of information/ content to electronic communications networks, the pricing of which is carried out by charging calls or messages in series of numbers of the National Numbering Plan which provide for the provision of Multimedia Information Services, in particular the series 901, 909, 806, 812, 825, 850, 875, 14, 190- 195 and 54.
	B0109	Satellite News Gathering	- News gathering via a network consisting of SNG stations of the fixed satellite service intended to be used at fixed locations within a particular geographical area
	B0110	Electronic News Gathering (ENG)	News gathering via an Earth News Gathering (ENG) network.
	B0112	Provision of Cross-Borders Electronic Communications Services	International provision of services such as voice communications, data, VPN, leased lines by networks established in other countries via interconnection and not providing services exclusively in Greece
	B0113	International roaming services from an alternative roaming provider	Provision of electronic communications services to mobile telephony subscribers in the Greek territory, through the resale of wholesale services provided to the provider by domestic mobile telephony retail providers
B02. Voice communications services	B0201	Provision of Telephone Services	Publicly available service for making and receiving national and international calls and for accessing emergency services through a number or numbers assigned by a national or international telephone numbering plan.
	B0204	Call-back services	Connection services though the call-back method.
	B0205	Provision of public pay phones to the public (including call shops)	Provision of publicly available telephones located: (a) in public places and which are accessible to the public round the clock; or (b) in specially designed areas.

## **ANNEX A2**

### STATEMENT OF REGISTRATION FOR THE PERMANENT CESSATION OF ELECTRONIC COMMUNICATIONS ACTIVITIES UNDER GENERAL AUTHORIZATION

Registration Number:
TIN:

Statement of Revenue and Payment of Fees for the current year	AMOUNTS (in euro)
TOTAL GROSS REVENUE	
TOTAL GROSS REVENUE SUBJECT TO FEES	
COMPUTATION OF CORRESPONDING FEES (automatically calculated by the REGISTER)	

If you are subject to fees, you should submit proof of payment of the annual administrative fees for the current year within 20 days of submitting this statement.

I hereby declare that I cease the exercise of any electronic communications activity under General Authorization.

I declare that the statement of revenue or payment of fees contained in the submitted Statement and any other information that accompanies it is true and accurate

I hereby submit to EETT all the required certifying documents (see below) and/or all documents evidencing that the signature on this Registration Declaration is binding on the person represented.

Location, Date

Name / Signature / Stamp



## **ANNEX B**

### **GENERAL AUTHORIZATION CONDITIONS**

#### **1.Obligations with regard to the Provision of Electronic Communications Networks and Services**

The provisions of this Chapter lay down the conditions for the provision of electronic communications networks or services, irrespective of whether these are provided to the public. Consequently, any person operating under General Authorization must comply with the provisions of this Chapter.

#### **1.1. General Obligations**

##### **1.1.1. Obtaining a General Authorization**

A person wishing to provide electronic communications networks and/or services may not engage in the electronic communications activities which are the subject matter of his General Authorization prior to obtaining any required independent license, authorization, approval, decision or other act, to the extent that it is necessary in order for the provision of such activities in accordance with the applicable legislation on electronic communications or other legislation or on the basis of a contractual or other obligation of such person.

##### **1.1.2.Access to Numbers from the National Numbering Plan**

- a) Any person providing electronic communications networks and/or services shall comply with the applicable provisions of the National Numbering Plan, the Management and Allocation of Numerical Resources from the National Numbering Plan Regulation and any other act modifying, supplementing or replacing it, as well as with any other terms which may be imposed by the Minister of Digital Policy, Telecommunications and Information or by EETT with regard to specific series of numbers in accordance with the provisions of Law 4070/2012.
- (b) Any person providing electronic communications networks and/or services shall:
  - i. use the numbers allocated by EETT according to the conditions established by the relevant decisions of EETT, the National Numbering Plan and the provisions hereof,
  - ii. ensure the correct and effective use of the allocated numbers and groups of numbers,
  - iii. ensure that the provision of numbers and group of numbers to subscribers is non-discriminatory

### **1.1.3. Access to frequencies in accordance with the Regulation on the Use and Granting of Rights to Use Radio Frequencies under the General Authorization Regime for the Provision of Electronic Communications Networks and/or Services**

- a) Any person providing electronic communications networks and/or services:
- i. shall comply with the applicable provisions of the Regulation on the Use and Granting of Rights to Use Radio Frequencies under the General Authorization Regime for the provision of electronic communications networks and/or services and any other act modifying, supplementing or replacing it, with respect to the allocation of radio frequencies, as well as with any other terms which may be imposed by the Minister of Digital Policy, Telecommunications and Information or by EETT, with regard to specific radio frequencies, in accordance with the provisions of L.4070/2012.
  - ii. shall not be entitled to use any radio frequencies without prior assignment/allocation, in accordance with the applicable provisions, unless otherwise specified in the Terms of Use of Radio Frequencies Regulation,
  - iii. shall ensure the timely allocation of individual radio frequencies or radio frequency bands to him, if required by the Terms of Use of Radio Frequencies Regulation,
  - iv. shall use the radio frequencies or radio frequency bands assigned to him solely for the provision of networks and services in respect of which they have been assigned,
  - v. accepts that the use for radio frequencies for which no prior assignment by EETT is required does not protect against interference nor should the use of the above frequencies cause harmful interference to other radio stations. If there is harmful interference to other radio stations due to non-compliance with the conditions and specifications established herein or due to damage-malfunction of the equipment used, the person concerned shall be obliged to immediately shut down his systems.
- (b) EETT may reassign the rights to use radio frequencies which have not been used by the beneficiary for two years from the date of their allocation.

### **1.2. Provision of Information to EETT**

- a) Any person providing electronic communications networks and/or services shall, at EETT's request and within a reasonable time, provide EETT with all information and disclose to EETT any contract, file, document etc. required for the implementation of the General Authorization Regime and of the applicable legislation.
- (b) Any documents or information provided to EETT by a person providing electronic communications networks and/or services in accordance with this paragraph or any other paragraph hereof, may designate them as

confidential, on the basis of substantiated reasoning, and therefore EETT shall treat them as confidential.

- (c) Provided that the Provider has reasonably designated any document or information as confidential, EETT shall not disclose the relevant documents or information unless the disclosure of such documents or information is necessary for the exercise of its competencies. In this case, the disclosure must be proportionate to the intended purpose, taking into account the legitimate interests of the provider in respect of the protection of confidentiality of his trade secrets. EETT may also disclose information about the terms hereof, which are non-confidential.

### **1.2.1.Facilities Construction, Operation and Maintenance Requirements**

- a) The construction and use of facilities by a person providing electronic communications networks and/or services is subject to the building regulations, the applicable legislation on the granting of rights of way and other applicable national or Community regulations and regulatory acts, including regulations on land use, protection of the environment, radiation, health, user safety and installation of electronic communications networks inside and outside buildings and electromagnetic compatibility, unless otherwise specified in Law 4070/2012, as in force, as well as in the applicable legislation in general.
- (b) Any person providing electronic communications networks and/or services:
- i. shall be solely responsible for taking all necessary measures and obtaining all required licenses for the construction and use of the facilities required for the efficient operation of the network or the electronic communications services provided,
  - ii. shall maintain, from time to time, the equipment used, in such a way as to ensure that this equipment and the facilities do not cause any personal injury or damage to property,
  - iii. shall review and thoroughly examine any report on the risk caused by any electronic communications equipment or facilities, wherever located, and shall eliminate any potential risk.

### **1.2.2.Other obligations of the persons concerned**

- a) Any person who provides electronic communications networks and/or services must comply with the obligations provided for and exercise any rights conferred, depending on the type of electronic communications networks and/or services provided, as per L.4070 / 2012, as in force, as well as in the applicable national and European legislation, including Presidential Decrees, Ministerial Decisions or Decisions of EETT, the Hellenic Authority for Communication Security and Privacy (ADAE), the Hellenic Personal Data Protection Authority (DPA), or the Hellenic Gaming Supervision Authority, as well as the Rules of Procedure of the European Parliament and the Council, as in force.

- b) More specifically, the providers of electronic communications networks and/or services shall have the rights and obligations established in Law 4070/2012 and other applicable legislation, including Presidential Decrees, Ministerial Decisions or Decisions of the Hellenic Authority for Communication Security and Privacy (ADAE), the Hellenic Personal Data Protection Authority (DPA), or the Hellenic Gaming Supervision Authority with regard, inter alia, to:
- i. interconnection, access to networks and access to the local loop,
  - ii. terminal equipment,
  - iii. relations with its customers, and in particular consumer protection,
  - iv. collocation and sharing of facilities, and
  - v. the protection of public and national security.

### **1.3. Additional Obligations with regard to the Provision of Wireless Networks**

The provisions of this section refer to the additional obligations of persons providing electronic communications networks and/or services, whether or not to the public, using radio frequencies. Consequently, any person operating under a General Authorization Regime using radio frequencies must comply with the provisions of this section.

#### **1.3.1. Interference**

- a) Any person who provides electronic communications networks and/or services is required, when developing the Network and when providing electronic communications services, to use radio equipment that has been built in a way that allows efficient exploitation of the spectrum allocated to him in order to avoid harmful interference.
- (b) Any person providing electronic communications networks and/or services shall cooperate, under the supervision of the Competent Authority, with any other undertaking to which radio frequencies have been allocated/assigned in order to eliminate any harmful interference that could affect the quality of the electronic communications services provided to users or to eliminate any harmful interference that could be caused to radio stations operating legally within the Greek territory or neighboring countries.
- (c) If the competent authority finds that harmful interference is caused to other radio stations or users due to non-compliance with the terms and specifications of the allocated or assigned radio frequencies or due to a malfunction of the provider's equipment, the provider shall be obliged to immediately discontinue the operation of his systems upon receipt of notice given to him for that purpose. Failure to comply with this obligation shall entail sanctions according to the applicable legislation.

### **1.3.2. Conditions for the Installation of Radio Equipment**

- a) Any person providing electronic communications networks and/or services shall, when developing the network for the provision of services, comply with the equipment standards established by the National and European Authorities and ETSI with regard to that service, as well as with the respective criteria established by the competent Authority in respect of the transmission characteristics of its transmitters, in order to effectively ensure the harmonious coexistence of all wireless telecommunication applications in the same or adjacent radio frequency domains. Where the allocation (grant of rights of use) of a radio frequency or individual radio frequency band is required, the provider shall comply with the technical conditions attached to the special right granted to him.
- (b) Any person providing electronic communications networks and/or services shall ensure that his network has been designed, installed, maintained and operates in such a way that no harmful interference is caused to other electronic communications providers or legitimate users of the spectrum.

## **2. Additional Obligations for the Provision of Public Networks and/or Provision of Electronic Communications Services to the Public**

The provisions of this Chapter lay down the conditions for the provision of public electronic communications networks or services. Consequently, any person operating under a General Authorization Regime providing public electronic communications networks and/or services must comply with the provisions of this Chapter.

### **2.1. General Obligations**

#### **2.1.1. Basic Requirements**

- a) Any person operating under the General Authorization Regime and providing public electronic communications networks and/or services to the public shall take reasonable measures in respect of the design, installation and operation of the network or other equipment he uses, directly or through third parties, when providing any service under General Authorization and upon conclusion of any agreement with a third party, whether a natural or legal person, which involves the provision of the above services in order to ensure:
  - i. the security, integrity and maintenance of the operation of the electronic communications networks used and/or controlled by that person as well as the security, integrity and maintenance of the operation of any other electronic communications network operating under the General Authorization Regime and to the extent that this falls within the scope of control exercised by such person,
  - ii. inter-operability of the services provided by that person with the respective services provided by others,

- iii. the protection of personal data (personal information, confidential information and privacy) of the subscribers of the person and, to the extent that it falls within the scope of control exercised by that person, of the subscribers of others, as well as the compliance with the applicable provisions for the protection of personal data, the confidentiality of communications and the protection of privacy in electronic communications,
  - iv. the confidentiality of communications,
  - v. competition protection,
  - vi. environmental protection and urban planning, as well as the efficient use of radio frequencies.
- (b) Any person providing public telephone services through public electronic communications networks is required to take all necessary measures to ensure the maximum availability of such services in the event of total failure of the network or in case of force majeure, as well as the uninterrupted access to emergency services. To achieve this, providers shall provide the required information to EETT, at the EETT's reasoned request.

### **2.1.2.Privacy - Confidentiality of Communications**

- a) During engagement in Electronic Communication activities, every person must comply with the applicable provisions on the protection of personal data, the confidentiality of communications and the protection of privacy in electronic communications. Any agreement to limit or exempt a person from his/ her liability under the above provisions shall be null and void.
- (b) Where a competent administrative or judicial authority rules, by decision or other act, that applicable laws on the protection of personal data, the processing of personal data and the protection of privacy in electronic communications have been violated, the person liable shall immediately notify EETT, the Hellenic Authority for Communication Security and Privacy and the Data Protection Authority and shall submit to the above authorities a copy of this decision together with any accompanying comments thereto.
- (c) The disclosure of a private number in order to detect malicious calls, the subscription/ deletion of subscribers' from telephone directories, registration in/ deletion from the Register referred to in Article 11 of L. 3471/2006 etc. as in force, shall be free of charge for subscribers.

### **2.1.3.Universal Services Obligations**

- a) Any person providing public electronic communications networks and/or services to the public shall assume all universal services obligations which may be imposed upon such person under the applicable legislation and shall be obliged, if necessary, to participate in the allocation of the net cost of the provision of Universal Services which is charged to other persons who are



under the obligation to provide a Universal Service, in accordance with the provisions of the applicable legislation.

- (b) In any case, a person providing public electronic communications networks and/or services to the public shall be entitled to apply for participating in the provision of Universal Services, in accordance with the provisions of the applicable legislation related to the provision of Universal Services.

#### **2.1.4. Significant market power**

Especially persons providing public communications networks and/or services to the public shall comply with all provisions concerning persons with a Significant market power, to the extent that they have been designated as having a significant power in the relevant market under the applicable legislation.

#### **2.1.5. Collocation right**

Providers of public electronic communications networks shall comply with the applicable Regulations issued by EETT regarding collocation issues.

#### **2.1.6. Service Interoperability and Network Interconnection**

Providers of public electronic communications networks and/or electronic communications services must comply with the guidelines and relevant Regulations issued by EETT regarding issues of interoperability of services and interconnection of networks.

#### **2.1.7. Standards - Specifications**

- a) Any person providing public electronic communications networks and/or services shall comply with standards or specifications established by the European Union, which are designated as mandatory and have been published in a list of standards or specifications in the Official Journal of the European Union for the provision of services, technical interfaces and/or network operations.
- (b) If no such standards or specifications have been published, standards and/or specifications established by the European Standardization Organizations and adopted by decisions of the Minister of Digital Policy, Telecommunications and Information shall apply.  
In the absence of such standards and/or specifications, the international standards or recommendations approved by the International Communications Union (ITU), the International Organization for Standardization (ISO) or the International Electrotechnical Commission shall apply.

#### **2.1.8. Transparency and Disclosure of Information**

The provider of electronic communications network and/or publicly available electronic communications services providing services to any end-user under a

Contract of Adhesion shall publish, at least in the Greek language, in a clear manner, updated information on the applicable prices and tariffs and conditions with regard to the access and use of its network and its services by End Users.

- a) Such information, which shall be made publicly available, shall include the following:
- i. The name of the provider and the address of his headquarters.
  - ii. Description and range of services available to the public.
  - iii. The process of submitting a service request from the prospective subscriber.
  - iv. In cases where the provision of services is subject to a connection fee and/or a regular rental fee, a description of the services included (eg. operator services, directories, directory inquiry services, selective call-barring, detailed bills, maintenance etc.)
  - v. Standard tariffs covering the services provided and the content of each tariff package (eg access fees, all types of use and maintenance fees, scheme change fees), including details on applicable routine discounts and specific and targeted pricing schemes as well as any fees due upon termination of the contract. The provider shall also provide an adequate and accurate description of:
    - (a) the individual prices applicable to each case for the provision of the relevant services per network type, destination and time at which the call is made,
    - (b) the applicable tariffs for any number or service subject to specific pricing terms,
    - (c) the charging rate, the minimum charge or the call resuming fee, if any, and any additional fees and charges relating to the terminal equipment.
  - vi. Compensation/Refund Policy, including specific details on compensation/refund schemes offered.
  - vii. Types of maintenance services provided, including the time limit for the provision of services or repair of damage with respect to the Services provided.
  - viii. Quality of services provided.
  - ix. Standard contract terms as defined in paragraph 2.1.15.
  - x. Dispute resolution and debt settlement, including procedures developed by the undertaking.



- xi. Any change in the conditions restricting access to and/or use of services and applications where, and to the extent that such restrictions are allowed under national or community law.
  - xii. Details on available products and services designed specifically for disabled subscribers, which they must be provided on a regular basis.
- (b) With regard to the disclosure of the above information, the following requirements must be cumulatively met:
- i. Communication of the above informational material, in particular of the applicable contract, or any part thereof, to any end user, at his request.
  - ii. Posting of the above material/ information on the provider's website (if any) as per the provisions hereof.  
In addition, information on the price lists of services (whether or not commercially available) provided to subscribers shall be posted, in Greek, on a dedicated website easily accessible from the homepage of the website (under the indication: "Price Lists"). This dedicated website shall only be used for price lists of any services provided under a contract of adhesion. Changes made in previous price lists shall be marked on the current price lists, which shall be posted on the above mentioned website at the time when this decision states that the subscribers should be informed of such changes. Price lists shall be made publicly available on the website for two (2) years after the expiry of the period for which they were in effect. The expiry date of the price lists, which shall also signify the start of the above two year period, shall be the expiry date of the last contract under which the price list was determined.
  - iii The "Price Observatory forfor Telecommunications and Postal Services" shall also be updated, only in respect of information related to the price lists, in accordance with the applicable EETT Regulation.
  - iv. The provider shall make available all the relevant information on price lists, at the points of sale of his services or through the provider's call center, which shall provide pricing information.
- (c) Providers of network and/or publicly available electronic communications services shall disclose, by the same means they use for communicating with subscribers, any information of public interest provided by the competent public authorities in a standardized form relating to the use of electronic communications networks and services and covering, inter alia, the following issues:
- i. the most common uses of electronic communication services related to illegal activities or the distribution of harmful content, especially in

areas where such activities or distribution could circumvent human rights and freedoms, including infringement of intellectual property and related rights, and their legal consequences, and

- ii. the means of protecting the subscriber against threats to personal security, privacy and personal data when using the electronic communications services.

### **2.1.9.Interfaces Disclosure**

Any person providing public electronic communications networks and/or services is required to publish the specifications of the interfaces through which services are provided to the public in accordance with the applicable provisions, as in force.

### **2.1.10.Telecommunication terminal equipment and radio equipment**

- (a) Any telecommunication terminal equipment (TTE) used by a person providing public electronic communications networks and/or services to the public shall comply with the applicable provisions as in force.
- (b) Any radio equipment used by a person providing public electronic communications networks and/or services to the public shall comply with the provisions of Presidential Decree 98/2017 "Harmonization of Greek Legislation with Directive 2014/53/ EU of the European Parliament and of the Council of the 16<sup>th</sup> of April 2014 (EE L 153 / 22.05.2014) relating to the making available in the market of radio equipment and repealing Directive 1999/5/ EC" (OGG 139/A/ 20-9-2017) and Joint Ministerial Decision (KYA) 1555/2002 (OGG B'47 / 23-1-2002) "Classification and Handling of Telecommunication Devices".
- (c) The provider is required to take all appropriate measures in order to ensure that only TTE which has been made lawfully available will be connected to the network, including, where applicable, the conditions on cabling at the customer's premises and the location of the network termination point. The provider shall also allow the connection of equipment of any type and/or manufacture and/or commercial origin which meets the requirements of this Article and is lawfully marketed, without undue delay.
- (d) The provider may not establish any additional technical conditions other than those provided for under the applicable standards and/or specifications with regard to the specific telecommunications terminal equipment, which is intended to be connected to the respective network, and shall refrain from any discriminatory treatment of the subscribers, in so far as the TTE, which they wish to connect, has been lawfully made on the market.

### **2.1.11. Quality of services provided.**

- a) Persons providing public networks and/or services to the public are required to fulfill all service quality obligations imposed by this Decision with regard to specific categories of Electronic Communications Networks and/or Services in accordance with:
  - i. any stricter or additional obligations with regard to the quality of services, as determined by the providers themselves,
  - ii. any stricter or additional obligations with regard to the quality of services which they are required to provide in the context of an open or closed tender for the granting of rights to use numbers or frequencies,
  - iii. any stricter or additional obligations with regard to the quality of services, to the extent that the providers must also comply with Universal Services obligations,
  - iv. any other legal provisions and delegated acts issued thereunder, that provide for stricter or additional obligations as to the quality of service.
- (b) Providers of public electronic communications networks and/or services shall publish comparable, adequate and up-to-date information on the quality of services they provide to end-users and on the measures taken to ensure that equivalent access is provided to disabled end-users in accordance with the relevant EETT Decision, following a public consultation, pursuant to the procedure of paragraph 1 of article 67 of Law 4070/2012, as in force.
- c) In addition to the above, providers of public communications networks are required to comply with the minimum service quality requirements that EETT may have stipulated, by decision, following a public consultation, pursuant to the procedure of paragraph 2 of article 67 of Law 4070/2012, as in force, in order to prevent degradation of the service and obstruction or slowing down of network traffic.
- (d) Providers of publicly available electronic communications services shall ensure, where technically and economically feasible, that disabled end-users have access to electronic communications services equivalent to those provided to the majority of their end-users.

### **2.1.12. Provision of Information**

- a) Without prejudice to the provisions of tax legislation, any person providing public electronic communications networks and/or services to the public shall, for a period not less than two (2) years, keep his accounting records and regularly updated statistics, techniques, services, tariffs information related to the conditions hereof and refer to the activities under the General Authorization Regime as well as data concerning qualitative performance, so that he can provide to EETT such information as EETT deems necessary, in order to ensure compliance with the terms of the General Authorization. The provider shall also allow EETT to access the above books and data, upon request. The above obligation does not apply to personal data of users, the processing of which is subject to the provisions of the legislation

on the protection of personal data, the confidentiality of communications and the protection of privacy in electronic communications.

- (b) A person providing public electronic communications networks and/or services to the public is required to send to EETT the data requested on the basis of semi-annual questionnaires and which data is used for market analysis and the processing of statistical information.
- c) A person providing electronic communications networks and/or services to the public is required to provide such information in such format and in such frequency as determined by an EETT Decision, taken after a public consultation, in order to make available to the public the facilities defined in paragraph 2 of article 66 of Law 4070/2012, as in force.
- (d) A person providing public electronic communications networks and/or services is required, at EETT's request, to provide information on any methods used to measure and configure traffic, in order to avoid loading the link up to its capacity limit, as well as on any effect such methods could have on the quality of service.

#### **2.1.13. Inspection**

- a) Any person providing public electronic communications networks and/or services to the public is required to ensure that EETT is able to monitor that person's compliance with the service provision standards.  
EETT, within the scope of its competencies, shall examine the information communicated to it and shall inspect the facilities and operations of the electronic communications network and services in order to verify that the provider of electronic communications networks complies with the applicable standards. The provider shall allow EETT to access its facilities for inspection. EETT shall carry out consecutive individual random spot checks of the electronic communications networks and/or services provided in order to verify the information communicated to EETT.
- (b) The provider shall have no financial claim against EETT, in respect of any measurements, calls or the use of the Network and/or electronic communications services, made under the provisions of this paragraph.
- (c) In the exercise of its inspection responsibilities, EETT is not required to notify the provider in advance of its intention to carry out an inspection. If the provider refuses to comply with the above, such refusal shall be treated in accordance with the applicable laws. EETT shall exercise its competence in a manner proportional to the gravity of each individual case.
- (d) EETT may, however, give notice of forthcoming inspections and such notices may specify the purpose of the inspection, the parts of the facilities to be inspected, the date and time of the inspection, and any information and written documentation that the provider may have to make available upon inspection. The provider shall cooperate with EETT on the conduct of the inspection, in a satisfactory manner, by preparing and delivering the

required written documentation and information, provided that such documents or information are or should be in the provider's possession. Prior to commencing an inspection, EETT representatives shall provide their identification details and written authorization for that inspection, duly signed, to the appropriate agents or representatives of the provider. The provider shall authorize such persons as selected by the provider to monitor the inspection, and such persons shall confirm the presence of the provider during the inspection. If for any material reason, which will be notified to EETT in writing, it is not possible to carry out the inspection at the date and time specified in the first notice, EETT shall, if it approves of the material reason presented, send a later notice, in accordance with the conditions set out in this paragraph, and in the event that the inspection is hindered by the provider, EETT may take all legal action, including the imposition of administrative sanctions, in accordance with the applicable legislation.

- (e) The findings of all inspections shall be recorded in a report to be drawn up for this purpose by EETT and communicated to the provider.

#### **2.1.14. Consumer Protection**

- a) Any person providing public electronic communications networks and/or services to the public shall comply with applicable consumer protection laws. Subject to the provisions of the applicable legislation on the limitation of liability, any agreement limiting the provider's liability or exempting the provider from liability shall be null and void. The provider is required to use at least the Greek language for all information, disclosure of information to the public and costumer service under this decision.
- (b) The provider is required to comply with all the provisions of the network and service provision agreements and the applicable legislation that establishes user rights.
- (c) The provider shall apply procedures for the direct examination of users' requests and complaints regarding the ordering, installation, initiation, discontinuance, pricing and generally the quality of the public network and electronic communications services provided to the public. The provider shall also inform EETT, at its request, of all the above signed requests and complaints submitted to the provider. The above information may also include information on how and when such requests will be addressed.

The discontinuance of the provision of services upon termination of the contract by the subscriber shall take effect within two business days (unless the subscriber requests that the discontinuance take effect at a specific time). Especially in the case of provision of fixed telephony services through unbundled access to the local loop, the discontinuance of services shall take effect within the time limit prescribed for the disconnection of the loop in the current quotation on unbundled access to the local loop of OTE (Hellenic Telecommunications Organization). The notice of termination of the contract on the part of the subscriber shall be submitted in one of the following

manners, at the subscriber's discretion: at the provider's points of sale, or by fax or by email, to which a copy of the subscriber's identity card or passport shall be attached.

- (d) The provider shall, within a reasonable period of time, take all necessary measures to accommodate and assist users in solving problems relating to the operation of the public and electronic communications services provided to the public.
- (e) In case of discontinuance/cessation, for any other reason, of the provision of electronic communications services under General Authorization, the provider shall ensure that the subscribers are promptly notified thereof. As a result, the undertaking which intends to cease its business activities, shall inform the subscribers of the discontinuance/cessation of electronic communications under General Authorization, within twenty (20) business days prior to the scheduled discontinuance/cessation, or, in the event of non-scheduled discontinuance, on the business day following the business day on which the undertaking became aware of the forthcoming discontinuance, so as to enable the subscriber to select a new provider, in a timely manner, in order to ensure the uninterrupted provision of services. This notification is made by post or telephone or e-mail, and in any case by announcement in the daily press and at the same time the provider shall also inform EETT of the actions taken. In the event that EETT becomes aware of the forthcoming discontinuance, it may itself make a relevant announcement in the daily press.
- (f) Any person providing mobile telephony services to the public must inform his subscribers by SMS or by e-mail if their usage exceeds 80% of their monthly mobile telephony plan or prepaid plan [talk time, messages (SMS) and mobile data plan (MB)] for each service included therein. Especially as regards mobile data usage (MB), subscribers shall be notified in the event that their usage exceeds 80% or 100% of the monthly plan or prepaid plan. The re-activation of a prepaid plan for data usage requires the explicit consent of the consumer, given by text message (SMS).
- (g)
  - (i) The fee determined by each provider to be paid by the subscriber for the discontinuance/termination of a fixed-term contract before the expiry of the fixed term may not exceed the following:
    - 1. the total monthly fee discount allowed until the time of discontinuation plus the outstanding amortization amount for any subsidy granted for (a) a mobile device or terminal equipment and (b) network connection based on the amortization table referring to the time period after termination comes into effect. In the specific case that the contract is terminated before the expiry of the 2 months period, the subscriber shall pay an amount corresponding to two monthly fees, to the total of two monthly fees discounts, plus the outstanding amortization amount for any subsidy granted for (a) a mobile device or terminal equipment and



- (b) network connection on the basis of the amortization table referring to the period following the first two months of the contract.
2. one third of the aggregate amount of monthly fees for the period following termination until the regular expiry of the fixed term contract, plus the outstanding amortization amount for any subsidy granted for a mobile device and/or terminal equipment and/or network connection, corresponding to the period in which no monthly fees are paid.
- ii) No discontinuance fee shall be charged in case of
1. discontinuance/termination of a contract that is or has become an indefinite-term contract.
  2. termination of prepaid telephony plans
- iii) No renewal fee shall be charged in case of a new fixed-term contract with an existing customer under an indefinite-term contract.
- h) With regard to the out of court settlement of disputes between customers and providers, EETT shall inform the complainant customers that they should appeal, at their discretion, to one of the Alternative Consumer Dispute Resolution bodies, registered in the special register established and kept at the General Directorate for Consumer Protection and Market Surveillance in accordance with the provisions of Joint Ministerial Decision KYA 70330/15 (OGG 1421 B').
- i) In the event that a consumer or a provider of electronic communications network and/or services files a complaint with EETT, involving fraud, or in the event that a complaint by end-users is filed with EETT regarding charges (for Multimedia Information Services, international calls or mobile data plans), at least three times the usual charges (average of the last 6 months), EETT may require undertakings providing public communications networks and/or publicly available electronic communications services to prevent, where appropriate, and for such period as deemed fit, automatic access to numbers or services, where such limitation is justified by fraud or misuse and to require, in such cases, providers of electronic communications services to withhold the corresponding interconnection revenue or revenue from other services.

The aforementioned provision, to the extent that it refers to the relationship between a consumer and a provider must be explicitly included as a term in the relevant contracts between the provider of electronic communications networks and/or services and consumers.

If the provider of electronic communications network and/or service detects fraud, he must immediately disrupt access to the corresponding numbers or services. In addition, the provider shall immediately file a complaint with EETT, describing the incident and the actions which he has taken or intends to take to protect his customer base.

- j) In addition, in the event that the provider of electronic communications network and/or services finds that the user/subscriber charges for the use exceeding the user's monthly plan, irrespective of the monthly plan, is higher than a maximum limit, the provider shall discontinue the provision of services to that user, provided that the user/subscriber had opted for that particular service. The subscriber/user shall opt for the highest limit from a list of at least three options determined by the provider.

The lowest of the available options may not be higher than one hundred and fifty (150.00) euro in the case of a monthly invoicing cycle and three hundred (300.00) euro in the case of a bimonthly invoicing cycle. The provision of services shall be disrupted if such maximum limit is found to be exceeded. Such excess, if any, must be detected within 5 business days from its occurrence. The determination of a maximum limit must be stated to the prospective subscriber, in a clear and prominent manner, upon submission of the subscriber's application for the provision of electronic communications services. The provider of electronic communications network and/or services shall inform existing subscribers of the above option through their account in whatever manner they have chosen to receive information.

### **2.1.15.Contracts**

- (a) Any person who provides public electronic communications networks and/or services to the public shall have in place a contractual text which regulates the provider's relations with subscribers/ users. The terms contained in the contractual text must be stated in a clear, prominent and simple manner, so as to enable the user to fully understand all terms of the contract. More specifically, upon their release, the general terms of the Contracts of Adhesion shall be published in printed and/or electronic form, in a clear and prominent manner, and shall be posted in the Greek language, on a dedicated website, easily accessible from the homepage of the website (under the indication: ("Contracts".) This dedicated website shall only be used for the purpose of informing subscribers/users of the terms of all contracts for the provision of services in the form of a contract of adhesion. More specifically, this includes the terms of all existing contracts and new contracts for the provision of services including contracts relating to services provided to existing customers but which are no longer commercially available. The applicable terms which have resulted from the amendment to terms which are no longer in effect (including price lists) shall be denoted as changes. The terms of each contract shall be publicly available on the website for two (2) years after the expiry of the period for which they were in effect. The expiry date of the terms, which shall also signify the start of the above two year period, shall be the expiry date of the last contract under which such term was in effect.



(b) Service contracts for users are in the form of a contract of adhesion and are governed by, and are in accordance with, the relevant provisions of applicable laws and consumer protection legislation.

(c) i. The provider shall ensure that consumers are aware of the terms of the contract before signing the application for the provision of services.

The subscriber shall receive a copy of the signed contract, bearing the signing date.

Similarly, in the case of a distance or off-premises contract, the provider shall ensure that consumers are aware of the terms of the contract in accordance with the applicable consumer protection legislation.

ii. Any consumer inquiries regarding the terms of the contracts shall be addressed by the provider's employees or by the employees at the local official sales points of the provider.

iii. In any case, the one-time connection fee, the monthly connection fees, any other fees (if any) and the termination fees (if any) in the event of termination of the contract before the expiry of its minimum duration shall be indicated on the subscription application and/or in the contract or in the annex thereto.

iv. The conclusion of the contract, including distance or off-premises contracts, shall be governed by Law 2251/1994, as in force.

v. Where the call of a representative of the provider to a prospective subscriber is made for the purpose of concluding a distance contract, the provider shall, at the time of the recorded conversation, provide the prospective subscriber with at least the information referred to in points (f) (xvi), 1,2,3,4 and 5 of this paragraph 2.1.15.

vi. Upon conclusion of each contract for the provision of electronic communications networks and/or services, the providers shall check the subscriber's identification details, prior to the conclusion of the contract.

vii. In the case of transfer of an existing connection from one subscriber to another subscriber, which transfer must be approved by the provider, the new subscriber shall, if he wishes, be subject to the same contract terms which applied to the previous subscriber, until the expiry of the duration of the contract which had been concluded by the previous subscriber.

viii. The obligations stipulated in this paragraph 2.1.15 (c) shall also apply in cases where a subscriber under a fixed-term or indefinite-term contract enters into a renewed or indefinite-term contract (contract renewal) with his current provider.

- (d) Any consumer contracts involving the sale of equipment, shall explicitly state the person who shall be liable after the sale, in accordance with the provisions article 5 of L.2251/94, as in force.
- (e) The contracts for the provision of publicly available electronic communications services may be fixed-term or indefinite-term contracts. Such contracts, to the extent that they consist of general transaction terms and contacts of adhesion of indefinite duration, shall have a minimum duration of two months.  
The subscriber shall be informed, by any appropriate means and in any case through the contractual terms, under penalty of invalidity of the contract, of the duration of the contract and, in the case of indefinite-term contracts, of the minimum duration of the contract.
- f) Subject to L.2251/1994, as in force, any contract concluded between a subscriber or end-user and a provider of connection and/or access to public telephone network services or between a consumer or end-user and other providers of electronic communications services, shall include at least the following:
- i. complete company information and address of the provider,
  - ii. the services provided, the level of quality of such services, and the duration of the initial connection. More specifically, this shall include:
    - 1. the availability of access to emergency services and caller location information as well as any restrictions on the provision of emergency services in accordance with Article 70 of Law 4070/2012,
    - 2. information regarding any other conditions restricting access to and/or use of services and applications where and to the extent that such restrictions are allowed under national or community law,
    - 3. the minimum levels of quality of service offered, in particular the duration of the initial connection and the minimum guaranteed levels of quality of service, and, where appropriate, other quality parameters, as determined by the EETT,
    - 4. any restrictions imposed by the provider on the use of the terminal equipment provided,
    - 5. whether or not the customer is warned of excessive usage of his monthly plan or prepaid plan.
  - iii. the type of customer support and maintenance services provided, as well as the means of communicating with these services available,
  - iv. details on the prices and price lists, as well as the means by which updated information on all current price lists and maintenance fees is made available,
  - v. the subscriber's options regarding whether his personal data will be included in a subscribers' directory and the type of such data,

- vi. the subscriber's option to activate or deactivate the automatic termination of services in the event that the charge exceeds a maximum limit,
- vii. the payment methods available and any cost difference due to the payment method or, where the difference in cost does not depend on the provider, information on any additional charge,
- viii. the duration of the contract, the conditions for the renewal and termination of services and of the contract, including:
  - 1. any minimum usage or duration limit required for the subscriber to benefit from offers,
  - 2. any charge for the portability of numbers and other relevant identifiers,
  - 3. any termination fees, including the cost recovery of terminal equipment. In the case of subsidies granted for mobile devices or terminal equipment or for the monthly fee or any other kind of subsidy, a subsidy amortization table must be provided, which will determine the subscriber's obligation to pay the amount corresponding to unamortized subsidies in the event of termination of the fixed-term contract. The subsidy amortization of terminal equipment or mobile devices or network connection shall be linear from the commencement of the fixed-term contract.

The initial duration of the contract may not exceed 24 months, subject to negotiation between the provider and the subscriber or award of contracts by means of tenders. In any case, providers are required to offer users the option to conclude contracts with a maximum duration of 12 months.

- ix. the terms of compensation and reimbursement of amounts paid, in the event of failure to meet contractual obligations regarding the level of quality of the service provided,
- x. the procedure for out-of-court dispute resolution pursuant to paragraph 4 of Article 65 of Law 4070/2012,
- xi. procedures for the settlement of disputes. If the case of litigation, the court of the user's residence or of the place where the contract was concluded, shall be the competent court to decide upon the dispute.
- xii. the right to maintain the confidentiality of its communications,
- xiii. the type of measures which may be taken by the undertaking in order to address security incidents, integrity, threats and other system failures.
- xiv. the right to connect to a terminal point of the fixed telephone network and the right to use a terminal equipment, selected freely by the user,

provided that such equipment is suitable for the connection provided in accordance with the provisions of the applicable legislation,

xv. the use of the Greek language, in respect of any service provided by persons providing electronic communications networks and/or services.

xvi. on the first page of each contract, the following shall be stated, in a clear and prominent manner:

1. The date of contract signing and in the case of a fixed-term contract, the duration of the contract.
2. The final price of the monthly fee, including VAT and any other taxes/fees. In case of variation of the final price of the monthly fee during the term of the contract, the contract shall state the total final price of the monthly fee per period and the respective period term.
3. The services included in the monthly fee.
4. Information on the amount of any subsidy and information on the amortization of the subsidy, accompanied by the respective amortization table.
5. The fee, if any, which must be paid by the subscriber in case of discontinuation/termination of a fixed term contract.
6. The contract shall also explicitly state whether the subscriber will have the right to withdraw and whether he will be able to opt for immediate service, in respect of his application, which means that he loses the above right.
7. The determination or not of a maximum charge limit, from a list of options specified by the provider, beyond which calls are barred, in accordance with paragraph 2.1.14 (j) hereof.
8. The option to not include the subscriber's phone number in phone directories.
9. The option to not subscribe the subscriber's telephone number to promotional activities (registration in the Register of Article 11 of Law 3471/2006, as in force).
10. The option to provide bill information and detailed billing through a printed or electronic bill.

On the second page of the contract, at least the following information shall be mentioned:

<b>MANDATORY FREE OF CHARGE SERVICES</b>	<b>PERIOD/ TIME LIMITS</b>
Consumer service line, waiting time	[call number], 16 hours a day, Monday to Saturday, up to five (5) minutes
Line of malfunction reporting	[call number], 16 hours a day, Monday to Saturday
Discontinuation of services upon termination of the contract by the subscriber	Within 2 business days, unless otherwise requested by the subscriber. In the specific case of provision of fixed telephony services through unbundled access to the local loop, within .....business days [please state the time limit set for the discontinuance of the loop in the current quotation on unbundled access to the local loop].
Replies to complaints	Within 20 calendar days
Updating on the over-usage of the monthly plan or prepaid mobile telephony services (talk time, text messaging (SMS) and mobile data plan (MB)).	80% usage of the monthly plan for talk time, text messaging (SMS) and mobile data plan (MB). 100% usage of the mobile data plan.
Malfunction repair: (a) cable damage; (b) non-cable damage	a) Within 6 calendar days, to the extent technically feasible a) Within 4 calendar days, to the extent technically feasible
Service disruption, not due to the fault of the subscriber or any third party and except in the case of force majeure (i.e. fault of the provider ...)	Automatic credit of the monthly fee corresponding to the period of disruption if the disruption exceeds two business days from the date it was reported.
Series of numbers for calls and SMS/MMS within the monthly fee	[please state the series of numbers]
Website for detailed price lists and contract terms information	[please insert the appropriate link]

With respect to items 6, 7, 8, 9 and 10 above, the Contract does not provide for a default option, but the subscriber is given the option to manually choose the relevant option and to confirm the agreement by placing his signature below those items in respect of the whole set of options.

In the case of a distance or off-premises contract, the subscriber shall be provided, apart from the contract, with a model form of withdrawal statement and with information on the method of submission.

In any case, the terms and procedure for the termination of the contract should not have a deterrent effect on the subscriber's decision to change service providers.

- (g) In the event of unilateral variation of the contractual terms by the persons (providers) providing Electronic Communications Networks and/or Services, subscribers shall have the right to terminate the contract, either fixed-term or of indefinite duration, within two (2) months, in the case of monthly invoicing cycle or within three (3) months, in the case of bimonthly invoicing cycle, from the date of entry into force of such new terms.

The provider is required to inform subscribers of changes to the contractual terms at least one (1) month prior to their entry into force, as well as of their

right to terminate the contract. Especially in the case of changes to price lists, the provisions of paragraph (h) shall apply.

Information shall be given by the following cumulative methods:

- i. easily accessible web-page on the provider's website in the Greek language, which is used exclusively for the purpose of informing subscribers/users of changes to the contractual terms and price lists and
- ii. with reference to a prominent point on the printed bill or on a relevant form accompanying the printed bill or, in the absence of a printed bill, by e-mail as well as by the same means used for the notice of issue of the bill. In the case of prepaid telephony users, information is free of charge and is given by a relevant short message (SMS) prompting the subscriber to access the website in order to obtain information via the web-page referred to in item i above. This message shall prompt the user to obtain information on the changes to the terms and is not combined with other provider's information to users.

Information shall include a description of the contractual terms modified or repealed or introduced, as well as a detailed description of the modified points in relation to the previous terms.

In the case of a fixed-term contract terminated as above, the obligations of the parties remain in force only in respect of payment of any balance which has not been amortized until the time of termination of the contract, in relation to the subsidy, if any, granted for a mobile device or terminal equipment or network connection, under the terms which were in force prior to the unilateral variation of the terms of the contract terminated.

For the purposes of the above paragraph, the variation of contractual terms does not include the addition to the monthly plan of services: (a) free of charge or (b) at a price, upon express permission by the subscriber (opt-in). Furthermore, it does not include the changes to price lists due solely to a change in VAT or other taxes/fees.

- h) In the event of change to the price lists of the provided services, the subscriber/user may object to it and may terminate the contract, without incurring any liability, within two (2) months from the date of entry into force of such changes, in the case of monthly invoicing cycle or within three (3) months, in the case of bimonthly invoicing cycle, or within thirty days from the date of entry into force of such changes, in the case of prepaid telephony services, subject to the following:
- i) price lists reductions,
  - (ii) price lists relating to international calls or international roaming services,
  - (iii) price lists relating to multimedia information calls, short code calls and non-geographic numbers calls (excluding calls to mobile phone numbers),
  - (iv) prepaid telephony card subscribers
  - v) increase due to the imposition of state taxes and/or fees imposed on the pricing of the services provided

In the specific case where the subscriber/user of prepaid telephony card services objects to the changes to the price lists as per above, the provider shall, at the request of the subscriber/user, reimburse him, within thirty (30) days, for the outstanding amount of the prepaid card, provided that the modified price lists enter into force no later than three months from the date when the user was informed of such changes.

Information on the changes to the price lists shall be given to the subscriber/user in accordance with the provisions of par. 2.1.16 hereof.

In the specific case of fixed term contracts, regardless of whether a subsidy for a mobile device or a monthly fee discount has been granted, the monthly fee may not be increased, during the term of the contract, nor any services (such as talk time, SMS/MMS, mobile data plan) included within the monthly fee, may be reduced.

- i) Without prejudice to the provisions on competition and the principles of good faith and business ethics and consumer protection legislation, the retroactive increase in price lists shall be prohibited without the prior consent of the subscriber.
- (j) Any person who provides public networks and/ or electronic communications services is required to keep documents or electronic records (contracts, subscriber requests, other correspondence) for the whole term of the contract concluded with the subscriber and for an additional fourteen (14) months period following the termination of the contract.

If, after termination of the contract, a dispute settlement request or complaint of the subscriber against the provider is pending before EETT or another public or judicial authority, the provider shall maintain the above documents/records until final settlement of the dispute. In this case, the subscriber shall have access to the recorded conversations, by submitting a request to the provider.

- (k) Any person providing public electronic communications networks and/or services and offers additional plans and services which are activated and exceed the services plan activated by the subscriber shall also provide additional services to corporate subscribers by charging the user of the corporate plan into a separate account which shall be only accessible to the user and not to the company. The user's option to replace the selected corporate plan by another plan is left to the discretion of the provider of electronic communications services.

#### **2.1.16.Information on changes to Price Lists**

Information on changes to price lists shall include both the type of modification and a detailed description of the new price lists as formulated



after their modification, which shall contain all information necessary in relation to the pricing of services (by way of example, the one-off or per unit charge, the minimum charge etc).

Case a.

Subject to the following:

- i) price lists approved or determined in accordance with the relevant EETT Decisions, the implementation period of which is determined on a case-by-case basis, pursuant to the relevant EETT decisions,
- ii) price lists reductions,
- iii) (ii) price lists relating to international calls, SMS or international roaming services,
- iv) price lists relating to multimedia information calls, short code calls and non-geographic numbers calls (excluding calls to mobile phone numbers),
- v) increase due to the imposition of state taxes and/or fees imposed on the pricing of the services provided

information to the subscribers, excluding those using prepaid telephony cards and prepaid call time telephony plans, shall be given at least one (1) month prior to the entry into force of the modified price lists in one of the following manners:

- either through an easily accessible web-page on the website (under the indication: “price-lists”), which is used exclusively for the purpose of informing subscribers/users of changes to the contractual terms and price lists, and on a prominent point in the printed or electronic form of the bill. In the event that the bill is not sent in a printed form, information shall be sent by the same means used for the notice of issue of the bill and/or e-mail, or
- through personalized information about changes to the price lists, on the printed or electronic bill. In the event that the bill is not sent in a printed form, the customer shall be informed that there have been changes to the price lists, by the same means used for the notice of issue of the bill.

information to the subscribers using prepaid telephony cards on the changes to price lists, shall be given at least one (1) month prior to the entry into force of the modified price lists, free of charge and in one of the following manners:

- either through an easily accessible web-page on the website (under the indication: “price-lists”), which is used exclusively for the purpose of informing subscribers/users of changes to the contractual terms and price lists,
- by text message (SMS) which shall prompt the user to visit the web-page referred to in item i above in order to obtain information and shall not be combined with other information given by the provider to the users and



- through a short audio message when making the call for the renewal of the talk time, for thirty days prior to the entry into force, prompting the subscriber to visit the dedicated website or points of sale in order to obtain information.

Subscribers may also be informed via email, if they have selected this feature.

#### Case b.

In the cases of price lists approved by EETT and the implementation period of which is determined on a case by case basis by the relevant EETT Decision, the subscribers shall be informed, with the exception of users of prepaid telephony cards and prepaid call time subscribers, prior to the entry into force of such price lists, in the following cumulative methods:

- through an easily accessible web-page on the provider's website, which is used exclusively for the purpose of informing subscribers/users of changes to the contractual terms and price lists and
- by reference on a prominent point on the printed or electronic bill or by email or by the same means used for the notice of issue of the online version of the bill, in a concise manner, prompting the subscriber to visit the sales points, the website or customer service in order to obtain detailed information.

In the case of prepaid telephony users, information is free of charge and is given by a relevant short message (SMS) prompting the subscriber to access the website in order to obtain information via the dedicated web-page on which changes to price lists are posted. Subscribers may also be informed via email, if they have selected this feature.

#### Case c.

In the case of:

- i) price lists reductions,
- ii) price lists relating to international calls, SMS or international roaming services,
- iii) price lists relating to multimedia information calls, short code calls and non-geographic numbers calls (excluding calls to mobile phone numbers),
- iv) increase due to the imposition of state taxes and/or fees imposed on the pricing of services provided

information on changes to price lists is given through an easily accessible web-page on the provider's website, which is used exclusively for the purpose of informing subscribers/users of changes to the contractual terms and price lists.

(d) In the event of failure to fulfill the above-mentioned obligations under paragraphs a, b or c and following a subscriber's complaint, the provider shall credit to the subscriber's bill the difference amount arising from the implementation of new and previous price lists corresponding to the time period until the fulfillment of such obligations and the expiry of the time limit which he is required to comply with.

In the cases of items a, b and c above, users of prepaid telephony cards shall be informed, free of charge, through an easily accessible web-page on the provider's website, which is used exclusively for the purpose of informing subscribers/users of changes to the contractual terms and price lists or through the call center or at points of sales.

### **2.1.17. Liability towards Users**

- a) Any person providing public networks and/or electronic communications services to the public shall ensure that the electronic communications services provided are scientifically, technically and properly installed, operated and maintained in a way that does not endanger the life, physical security, health or property of the Users of these services.
- b) Each user shall be entitled to claim compensation from the provider for any direct, consequential or non-material damages incurred as a result of incomplete or defective construction, installation, maintenance or operation of the network, the electronic communications services provided or the telecommunications terminal equipment. Unjustified disruption of the network and electronic communications services to users shall also entitle them to claim compensation. Subject to the provisions of individual service level agreements concluded with users, any disruption which is necessary for the execution of network maintenance work and of which explicit notice has been given to the users, shall not be deemed as unjustified disruption.
- (c) More specifically, where the availability of the network and/or the electronic communications services provided is lower than the quality of service which must be ensured by the provider according to the General Authorization provisions or the special rights to use the radio frequencies or numbers allocated to the provider or the terms of the contract, as well as in the event of malfunction which is not attributed to a fault of the subscriber or a third party, and which cause the disruption of the electronic communications services provided to the subscriber, except in the case of force majeure, the provider shall credit to the subscriber the portion of the monthly fee payable by the subscriber, corresponding to the time period of disruption of the electronic communications services provided, and provided that the malfunction exceeds the time limit of one (1) business day, following the day on which the malfunction was reported. In the above mentioned cases, the amount shall be credited by the provider to the subscribers who have reported the malfunction, in the following bill, within four months of repair of the malfunction, without requiring a prior request by the subscriber.

In any case, this credit, as well as the disruption period shall be clearly indicated in the subscriber's bill.

- (d) The provider shall be liable for any damage incurred by users in respect of the electronic communications services provided to the public in accordance with the provisions of the applicable legislation.
- (e) Mobile telephony service providers shall keep lists of International Mobile Equipment Identity, (IMEI) of stolen user devices. The IMEI of a mobile device shall be registered on this list at the written request of the users who have legally reported the theft of their device. Each provider shall inform the other providers about the IMEI of stolen devices of their subscribers/users. Providers shall prohibit the provision of services on an device the IMEI of which is registered on those lists. Details regarding this requirement shall be determined by an EETT Decision. Providers shall provide consumers, at their written request, with a written confirmation on the inclusion of the IMEI of their device in those lists or of the reasons why it was not included.

#### **2.1.18.Force Majeure**

- a) Without prejudice to the provisions hereof, a person providing public networks and/or electronic communications services to the public shall not be deemed as having violated a provision of the General Authorization or the rights to use radio frequencies or numbers allocated to the provider due to non compliance with the terms or inadequate compliance or failure to comply with such terms within the prescribed time limit, to the extent or for such time periods that such non compliance or inadequate compliance or failure to comply within the prescribed time limits is due to force majeure, which is directly linked to the non compliance with the terms of the General Authorization or the rights to use radio frequencies or numbers.
- (b) By way of example, the following shall be deemed as cases of force majeure: War (whether declared or not), riots, acts of sabotage, acts of terrorism, natural disasters, explosions and fires, not caused by gross negligence of the provider, trade bans and strikes. Upon occurrence of any of the incidents falling within the above definition of force majeure, the provider shall take all appropriate measures in order to comply with, as fully as possible, with the terms of the General Authorization and the rights to use radio frequencies or numbers allocated to the provider.
- (c) The Provider shall ensure that he shall, in case of total failure due to force majeure, take all necessary measures to maintain the availability of the Public Network and/or Electronic Communications Services provided to the public and to maintain the highest possible level of services in order to meet any requirements provided for by any public authority.

#### **2.1.19.Assistance to National Defense and Public Security**

- a) A person providing public networks and/or electronic communications services to the public shall cooperate with the Government of the Hellenic

Republic (hereinafter referred to as "the Government") on national defense and public security issues.

- (b) in cases of emergency, the provider shall cooperate with the competent authorities and shall, where necessary, apply a contingency plan specifying the procedure under which the provider shall provide services to areas declared to be in a state of emergency and for as long as this state of emergency is in force, according to the applicable legislation. In addition, the Provider shall assist and participate, at the request of the Competent Authorities, in the preparation of the Emergency Plan.

### **3. Specific Obligations per Public Services Category**

#### **3.1. Additional Obligations for the Provision of Public Telephone Services**

The provisions of this section refer to the additional obligations of persons providing Public Telephone Services. Consequently, any person operating under a General Authorization Regime and providing Public Telephone Services must comply with the provisions of this section.

##### **3.1.1. Emergency Services**

- a) Public Telephone Service Providers shall enable users to call free of charge from any telecommunications terminal equipment and/or public telephones the emergency number "112" or other emergency numbers as specified by the applicable legislation.
- (b) Public Telephone Services providers are required to provide the competent authorities, free of charge, with all necessary information for identifying the location of the caller, in order to respond to emergency cases with respect to all calls at the European common emergency telephone number "112".
- (c) Public Telephone Services providers who provide text message (SMS) Services to people with severe speaking and hearing impairments, shall enable users to access the emergency services, free of charge, through the SMS service, provided that this service is supported by the competent authority.
- (d) Public Telephone Service Providers shall inform subscribers of any changes in the access to emergency services or caller location information in the service for which they have subscribed,

##### **3.1.2. Phone directory inquiry services**

- a) Providers of Public Telephone Service shall, subject to the provisions of the legislation on the protection of personal data:
  - i. provide a subscriber directory inquiry service,
  - ii. enable Users to access at least one phone directory inquiry service which covers all registered Telephone or Mobile and Personal Communication subscribers' numbers. In the case where the phone directory inquiry service is part of the Universal Service, then the

- providers of Public Telephone Services are required to enable Users to access at least one telephone directory inquiry service which operates within the Universal Service,
- iii. enable Users to use public telephones, for all, where technically feasible, information services provided at numbers 118XX.
- (b) All providers of public telephone services who assign telephone numbers are required to inform their subscribers, including prepaid telephony users, upon conclusion of the relevant contract, of: (i) the purpose of publicly available printed or electronic phone directories or of those which can be obtained through directory inquiry services; (ii) their right to be registered in publicly available telephone directories; and (iii) their right to monitor and, if necessary, to correct or even to request the deletion of the relevant entry. The subscriber may specify to the provider who has assigned his subscription numbers to the subscriber, all or part of his personal numbers or personal data which may be included in the publicly available phone directory of the provider or may allow the provider to make available all or part of his personal data to third parties.
- (c) The manner in which a subscriber expresses his wish to be registered or not in the telephone directory of the provider shall be consistent with the terms of the applicable legislation on the protection of personal data in electronic communications.
- (d) Public Telephone Service Providers, who assign telephone numbers, shall, before transmitting their subscribers' personal data, inform their subscribers, free of charge, of such potential transmission, in respect of the recipient or potential recipient categories, as well as of the purpose of such transmission, which may be no other than the purpose for which such data was collected, so as to enable users to express their opinion thereon, in the manner determined in the applicable legislation on personal data protection in electronic communications.
- (e) Any provider of Public Telephone Services who assigns telephone numbers to subscribers, is required to meet any reasonable request for the provision of relevant information in an agreed format and in a fair, cost-oriented and impartial manner. The above obligation relates only to the request for the provision of telephone directory inquiry services and/or the publication of a telephone directory and, beyond that purpose, no access to the User's data is allowed without the prior explicit consent of the User. If any disagreement arises between the parties concerned as to the compliance with the above, any party concerned may appeal to EETT and request the verification of compliance with the terms of this paragraph.
- f) Providers of Public Telephone Services must follow the principle of impartiality when processing and disclosing their Users' information or information made available to them by other providers of Public Telephone Services.

- (g) Public Telephone Service Providers negotiate interconnection at the reasonable request of another Public Telephone Service Provider, providing access to any phone directory inquiry service, as part of the provision of publicly available phone directory inquiry services.
- h) The competent bodies involved shall insure that the subscribers to electronic communications networks access the services provided through directory inquiry short codes over another electronic communications network or services provided by the same electronic communications network but in another geographical area, by using the short code for such services, without requiring a network or geographical area prefix.
- i) Providers of Public Telephone Services shall comply with the instructions given by EETT regarding the provision of phone directory inquiry services.
- (j) Public Telephone Service Providers shall ensure that they themselves address every consumer's query regarding charges for calls to directory inquiry service short codes provided through their networks.

### **3.1.3.Voicemail services**

Public Telephone Service Providers are required to provide access to voice mail subscription services to any end-user connected to their Public Telephone Network.

### **3.1.4.Contracts**

- a. Providers of Public Telephone Services shall notify EETT, at its request, within 10 (ten) business days, of each standard contract in force and any announced amendments thereto.
- b. EETT may at any time require a provider to modify terms or to add terms to a contract in order to comply with the applicable legislation, and in particular with regard to its minimum content in accordance with paragraph 2.1.15 of this Annex.
- c. Providers of Public Telephone Services are required to modify their existing contracts as set forth herein within four (4) months from the entry into force of this decision.

### **3.1.5.Discontinuance of Services**

- a) The Public Telephone Service provider shall be entitled to temporarily or permanently discontinue the provision of Telephone Services to subscribers only in the event that the subscriber fails to meet his contractual obligations, and in particular in the case of failure to pay any amount due and payable, as well as in the case of force majeure.



- (b) In the event that the subscriber fails to fulfill his contractual obligations due to failure to pay any amounts due and payable to the provider, the provider shall notify the subscriber of the forthcoming temporary or permanent discontinuance and shall temporarily discontinue the provision of services, no earlier than fifteen (15) days from giving due and appropriate notice to the subscriber, through the subscriber's bill or by SMS. Where technically feasible, the discontinuance shall be limited to the specific service for which the amount is due. For as long as the provision of services is discontinued, and provided that this is compatible with the specific service, the subscriber should be able to receive calls, to the extent that those calls are not charged to the subscriber, and should also be able to make calls which are free of charge for the subscriber (regardless of the pricing method per call or of the talk time provided for in the monthly fee).
- (c) The permanent discontinuance, in particular due to failure to pay any amounts due and payable to the provider shall take effect upon expiry of a 60 days period following the temporary discontinuance of services and on condition that the subscriber has been lawfully and duly notified thereof, through his bill or by SMS. In any case, and to the extent that this is technically feasible, the discontinuance shall be limited to the specific service for which the amount is due.  
The provisions of this paragraph exclude cases of fraud or repeated overdue payment or non-payment of bills, in which case the permanent discontinuance shall take effect immediately and without requiring any prior notice to the subscriber.
- (d) Upon temporary discontinuance of the provision of services, the provider may charge the monthly connection fees, including the fees related to prepaid telephony plans, on condition that such fees relate to the above-mentioned sixty (60) days period. In the event that the temporary discontinuance coincides with the entire billing period, the provider may only charge the monthly network connection fees corresponding to the services which are not temporarily discontinued, excluding charges relating to prepaid telephony plans.

These fees shall be explicitly stated in the subscriber's contract. For as long as the provision of services is discontinued, the provider shall inform the subscriber of the above-mentioned charges and the subscriber may apply for the permanent termination of the provision of services.

### **3.1.6.Detailed billing and bill information**

- a) Subscribers' bills issued for the provision of services provided by the Public Telephone Services provider shall include a minimum detailed billing which is made available without any additional fee, determined from time to time by EETT, following consultation with the parties concerned. Bill information and the detailed billing report are provided on the printed bill form. In the specific case of customers who conclude new contracts and:
- i) where the customer receives telephone services in combination with internet access or,

- ii) where the service is provided at a corporate VAT number with more than 4 connections,  
bill information and the detailed billing report are provided either in the printed bill or through a web-based application or by e-mail to the subscriber's email address unless the subscriber declares he wishes to receive his bill in printed or electronic form according to paragraph 2.1.15, item f, point XVI, in particular case 10 at the discretion of the Public Telephone Services Provider.
- b) Where bill information and detailed billing are provided through the web-based application or by e-mail to the subscriber's e-mail address:
  - i) the subscriber shall be informed of the issuance of the bill either by email or by SMS, at the e-mail address or at the subscriber's phone number communicated by the customer,
  - ii) the costumer shall be given the option to receive bill information and the detailed billing report though the printed bill form,
- (c) Without prejudice to the requirements of the applicable legislation in force on personal data protection and privacy protection in the telecommunications sector, EETT may determine the basic details of the billing report provided free of charge by the Public Telephone Service Providers, at fixed locations, so as to enable consumers to:
  - i) Verify and control their billing for the use of the public telephone network at fixed locations and/or related publicly available telephone services; and
  - ii) properly monitor the use and costs they incur, thereby reasonably controlling their bills to the extent possible.
- (d) If necessary, it is possible to offer subscribers a more detailed billing report at a reasonable fee or free of charge.  
Calls made free of charge to the calling subscriber, including calls to help lines, are not required to appear in the caller's subscriber's detailed billing report.  
The obligation to provide a minimum level of detailed billing does not apply if the subscriber explicitly states that he does not wish to receive it.

### **3.1.7.Pricing**

- a) Irrespective of whether the charge for Public Telephony Services is based on the volume of information transmitted or its duration, the bills may not cover service periods longer than two months.
- (b) Subscribers shall not be charged for calls that have not been completed with respect to the called party nor will they be charged for any time elapsed prior to establishing connection with the called party (or the transferring party or the message forwarding service).



(c) Bills shall be issued on the same date each month or every two months, in respect of monthly or bimonthly bills respectively. The invoicing cycle may change at the request of the subscriber or by the provider, if the provider does not follow the same invoicing cycle for all subscribers. Bills must state the payment due date. In any case, this date may not be earlier than the day preceding the day on which one (1) month has elapsed from the date of issue of the bill indicated thereon. The provider shall ensure that the bills are sent to the subscribers as soon as possible.

d) In the event of issuance of a clearing bill with a credit balance, the balance shall be returned to the subscriber, without requiring a specific request. This amount shall be reimbursed within two (2) months and by the same means as the subscriber has stated for the payment of his bills, unless the subscriber states otherwise.

e) In case of dispute on the bills, the subscriber may apply to one of the Alternative Consumer Dispute Resolution bodies registered in a special register established and kept in the General Directorate of Consumer Protection and Market Surveillance in accordance with the provisions of Joint Ministerial Decision 70330/15 (Official Government Gazette 1421 B). In the event that the complaints are submitted to EETT, EETT shall inform the complainants that they should appeal to one of the above bodies, at their discretion.

### **3.1.8. Customer Service Departments**

a) The Public Telephone Service Provider shall have in place procedures for examining consumer problems/ complaints/issues and shall ensure that there are customer service departments and suitably trained personnel at the points of sale for this purpose. The provider shall post on a easily accessible point on his website the following information:

(i) his postal address,

(ii) his telephone lines,

(iii) the fax number and/or the e-mail address and/or website address in a special form, which he must make available in order for the submission of consumers' complaints.

Telephone and fax numbers, which shall not fall within the category of numbers at an additional charge, shall be accompanied by:

(i) information on charges (where available) e.g. (charge per unit of time) and per minute charges covering all caller networks,

ii) their availability

The Public Telephone Services provider shall give justified responses, in writing or by fax or by e-mail to the postal or e-mail address provided by the consumer, to any complaint submitted to him in writing or by fax, e-mail or in the form available on the provider's website, within a limitation period of twenty (20) calendar days after submission.

The Public Telephone Services provider shall mark each consumer complaint submitted to him in writing or by fax or by e-mail or in the form available on the provider's website, with a unique reference number (protocol number) including the date of receipt. The Public Telephone Services provider shall communicate this reference number to the customer, at the latter's request. In any case, the provider's written response to the customer shall include the complaint's reference number.

In the event that the provider receives complaints from customers via e-mail or through a form available on the provider's website, confirmation of receipt shall be immediately sent to the customer's e-mail address. This confirmation shall indicate the complaint's unique reference number and shall also include the contents of the complaint.

- (b) The Public Telephone Service provider shall codify the most frequent user problems/questions and send them to the costumer service departments and shall train the costumer service personnel so as to efficiently handle, in a standardized manner, the issues of each classified category which appear more frequently. The Public Telephone Services provider shall submit to EETT, on a half-yearly basis, a report on the most frequent user problems/questions reported to the customer service departments and the measures/actions taken in order to address them.
- (c) The Public Telephone Services provider shall serve customers through one or more telephone lines which operate on non-additional charge numbers, on business days and hours. The charge on the consumer service lines may not be higher than the network charge for fixed or mobile phone subscriptions depending on the type of network being called.  
In the case of malfunctions especially, the costumer service line shall operate at least 16 hours a day, free of charge (both for network and off-network calls) from Monday to Saturday. The operation hours of the customer service line shall include working hours, while waiting time may not exceed five (5) minutes subject to cases of force majeure due to extensive network failure.
- (d) Upon reporting the malfunction, the customer shall receive a malfunction code number. By indicating the malfunction code number, the subscriber may receive information on the malfunction repair progress via the dedicated phone line and/or web portal, which shall be daily updated with regard to the repair progress. The provider shall notify the customer as soon as the malfunction is repaired.
- (e) The provider shall inform customers, from the customer service points, that they may appeal to an out-of-court complaint redress body, as well as to the competent authorities supervising the provider. For this reason, the provider shall provide detailed contact information of the competent bodies.

### **3.1.9.Number Portability**

The Public Telephone Services provider shall facilitate number portability in accordance with the provisions of the applicable legislation and the EETT Decisions, as in force.

### **3.1.10. Non-geographic numbers**

Where non-geographic numbers are allocated to the Public Telephone Services provider by the National Numbering Plan, the provider shall ensure that, where technically and economically feasible and unless the called subscriber has chosen, for commercial reasons, to restrict access by callers located in specific geographical areas, all end-users in any part of the EU shall have access to those numbers.

The Public Telephone Service Provider shall ensure that, where technically and economically feasible, and unless a called subscriber has chosen, for commercial reasons, to restrict access by callers located in specific geographic areas, end-users may:

- i) access and use services through non-geographic numbers within the EU and
- ii) access all numbers provided in the EU, which include numbers provided for by the Member States' national numbering plans, the numbers of the European Telephony Numbering Space (ETNS), the Universal International Toll-Free Call Numbers, irrespective of the technology and equipment used by the service provider.

### **3.1.11.Additional facilities**

(a) The Public Telephone Services Provider, and in particular the operator of the Call Origination Network, shall provide, at the request of the subscriber, a free selective barring of outgoing calls (in particular to all Multimedia Information Services (MIS) or to specific numbering series). This call barring may also include the receipt of all MIS short messages or MIS short messages from specific numbering series.

(b) The Public Telephone Service provider shall, where technically feasible, provide caller identification service, including calls made under international roaming, which must be provided in accordance with the applicable legislation on the protection of personal data and privacy in the electronic communications sector, as in force. The caller identification service refers to the subscriber's ability to identify the caller's number, before the call is recovered. The provider shall, where technically feasible, provide data and signals to facilitate caller identification for communications with other member states.

c) If the subscriber opts for the activation of incoming call barring, the caller shall be informed by audio message that the incoming call barring has been activated.

### **3.2.Additional Obligations for the Provision of Public Telephone Services at fixed locations**

The provisions of this section refer to additional obligations of persons providing Public Telephony Services at fixed locations. Consequently, any person operating under a General Authorization Regime and providing Public Telephone Services at fixed locations must comply with the provisions of this section.

#### **3.2.1.Additional facilities**

- a) The Public Telephone Services at fixed locations Provider shall, where technically and economically feasible, provide:
  - i. Dual-tone multi-frequency signaling (DTMF), so that the public telephone network supports the use of DTMF tones, as specified in ETSI ETR 207, for end-to-end signaling throughout the network, both within the Member State and between Member States.
  - ii. Caller line identification service, to be provided in accordance with the relevant legislation on the protection of personal data and privacy in the electronic communications sector, as in force. The caller identification service refers to the subscriber's ability to identify the caller's number, before the call is recovered.
- (b) The provider shall, where technically feasible, provide data and signals to facilitate caller identification and tone selection for long distance communications with other member states.

#### **3.2.2.Liability towards Users**

- (a) In the case of malfunction, the Public Telephone Services at fixed locations Provider shall make all reasonable efforts, to the extent technically feasible, to repair the damage within four calendar days from reporting. In case of cable damage, the above period shall be extended by six calendar days. Damages repaired after the expiry of the above deadlines shall be notified to EETT upon request, along with a report on the reasons why the above deadlines have been exceeded.
- (b) In cases where the subscriber submits a request for a fixed line transfer, without changing providers, and to the extent technically feasible, the provider shall discontinue the provision of services to the existing line and shall activate the new line on such date as determined by the subscriber in the transfer request, subject to the time limits specified in the applicable legislation.

### **3.3.Additional Obligations of Public Mobile Communications Network Providers.**

Any person providing Public Mobile Communications Networks shall:

(a) Comply with Regulation (EU) No. 531/2012 on roaming on public mobile communications networks within the Union and any relevant EETT delegated Decision issued under this Regulation.

(b) Comply with Regulation (EU) No. 2015/2120, of the European Parliament and the Council of 25 November 2015, laying down measures concerning open internet access and amending Directive 2002/22/EC on universal service and users' rights relating to electronic communications networks and services and Regulation (EU) No. 531/2012 on roaming on public mobile communications networks within the Union and any relevant EETT delegated Decision issued under this Regulation.

c) Inform the users of prepaid telephony cards by SMS, 15 days before the expiration of the prepaid service value, of the forthcoming expiration.

### **3.4. Additional Obligations for the Provision of Directory Inquiry Services**

a) The provisions of this section refer to additional obligations of persons providing Directory Inquiry Services. Directory inquiry services must at all times be provided in accordance with the provisions of L.4070 /2012, the EETT Delegated decisions issued under this law, and the provisions of the applicable legislation on the protection of personal data and confidentiality.

(b) Telephone Directory Inquiry Service Providers are required to sign confidentiality agreements with Public Telephone Service Providers who allocate subscription numbers and may not use the data provided for any purpose other than that for which they were collected and more specifically, for their own benefit or for the benefit of their affiliates or other undertakings cooperating with them.

(c) The providers of directory inquiry services are required to adequately inform users of their company name and the call rates to directory inquiry services short codes as well as to the maximum limit, if any, of numbers on which information is provided per call. Prior to the provision of the service, at the beginning of the call, providers shall have in place a recorded, free of charge message, providing a clear description of the charge and, in particular, on a case-by-case basis, either the total charge irrespective of the call time or the charge per time unit and the charge amount in euro per minute. Providers are also required to not charge consumers for waiting for connection to the service or, if this is not technically feasible, to not respond to a consumer call if there is no line available for the provision of the service.

(d) Moreover, in the case of call completion service, directory inquiry service providers are required to adequately inform users about the charge for these calls prior to obtaining the explicit consent of the users to complete the call and proceed to the connection.

- (e) More specifically, when advertising the services, charges must be clearly described, as per the above provisions, clearly indicated and displayed on a display surface in the cases of printed or television or multimedia advertising or clearly communicated, where advertising is promoted solely through audio or electronic or other means. In the case of television or multimedia advertising, charges must be indicated in accordance with the above provisions, throughout the duration of the advertisement, fixedly and not by a trailer.
- f) The directory inquiry services providers are required to provide users with sufficient and clear information on the directory inquiry services provided. Any announcement or advertising on the directory inquiry services provided must clearly specify whether the services relate to domestic directory information or international directories.
- (g) Directory inquiry services may include innovative directory inquiry services. This may include, by way of example, call completion, the establishment of regular or categorized directories, for example per professional category, so as to enable the user to obtain information on the numbers of all relevant undertakings, in addition to the number of one particular undertaking, the provision of directory inquiry services in various languages for tourists and immigrants and the provision of premium services, such as information on movie theaters phone numbers on the basis of film directories.
- h) The international directory inquiry service is provided through a different short code, other than the short code used for the provision of domestic directory inquiry services.
- i) It is not mandatory for international inquiry services to cover all countries, however all announcements or advertisement on such services must clearly indicate which countries are covered.
- (j) The providers of domestic directory inquiry services shall, when advertising their services, inform customers whether the service provided is complete and disclose the types of numbers covered by that service.
- (k) It is possible to limit the amount of numbers for which information is provided per call of the directory inquiry service.
- (l) Information on the requested number shall not be provided to the person calling the directory inquiry short code, if such person does not provide sufficient information about the name and/or address of the folder of the number for which information is requested.
- (m) Call completion is a complementary service. Providers of directory inquiry services shall provide the requested phone numbers to the users of the service, regardless of whether the user requests in addition the provision of the call completion service.  
It is forbidden to provide call completion to adult service numbers.



- (n) Providers of directory inquiry services are required to have in place a complaints telephone line, without additional charge, which must be indicated in the service announcements-advertisements.
- (o) Directory inquiry services must at all times be provided in accordance with the provisions of the applicable legislation on the protection of personal data and confidentiality in the electronic communications sector.

### **3.5.Additional Obligations for the Provision of Public Telephones.**

- a) The provisions of this section refer to the additional obligations of persons providing Public Payphones. Consequently, any person operating under a General Authorization Regime providing Public Telephones shall comply with the provisions of this section.
- (b) For the purposes of this paragraph, public telephones are telephones permanently installed in public places and which are publicly accessible around the clock.
- (c) Providers of public telephones shall ensure that calls to emergency numbers are made free of charge.  
The provider shall be responsible for the installation, repair and maintenance of public telephone devices.  
The public telephone provider shall ensure the provision of telephone services and more specifically of the following services:
  - i. Access to directory inquiry services, so that all directory inquiry services provided through the 118XX series, where technically feasible, can be accessed from all public payphones,
  - ii. Access to emergency services, free of charge, without the use of coins or cards.
  - iii. Access to voicemail services.
- (d) The provider shall display the following information in a clear, visible, readable and indelible manner, in the space where the telephone devices are installed:
  - i. Information on charges and payment methods for the service provided. The individual rates which apply to each destination and time of the call must be displayed in an adequate and clear manner. In addition, the minimum call charge or call resuming fee must be clearly displayed.
  - ii. Indicate whether the user can access emergency services.
  - iii. State whether the user can or can not receive incoming calls.
  - iv. Contact information in case of complaints or problems
- (e) Public telephone providers shall ensure that 75% of the public telephones are accessible to disabled persons using wheelchairs.

- f) The person providing public telephones shall consult with EETT on the specifications of the public payphones the he plans to install in order to ensure that issues of concern to disabled people are taken into account when installing and providing public pay phones.

### **3.6. Additional Obligations for the Provision of Multimedia Information Services**

The provisions of this section refer to the additional obligations of persons providing Multimedia Information Services such as Audiotext, Videotext, Premium SMS and Premium Multimedia Messaging Services (MMS). Consequently, any person operating under a General Authorization Regime and providing Multimedia Information Services must comply with the provisions of this section.

Providers of Multimedia Information Services are required to comply with the provisions of the EETT decision no. 578/29/28-9-2010 (Official Government Gazette 1651/B/ 2010) "Code of Conduct for the Provision of Multimedia Information Services" as in force, and compliance with the above provisions does not release the Provider of MMS services from other obligations arising from applicable law and relating to the type of service provided, as well as:

- a) The obligation to adequately inform users on the call charges to MMS services Prior to the provision of the service, at the beginning of the call, providers must provide a recorded, free of charge to the user, clear description of the charge and, in particular, on a case-by-case basis, either the total charge irrespective of the call time or the charge per time unit, also translated into euro, including VAT and any other taxes and/or fees, clarifying that the call times for the above services are not covered by any talk time plans activated by the subscriber and that the charges are incurred in addition to the monthly fee. More specifically, with regard to premium SMS and premium MMS, the service provider shall inform the user, immediately after the user has sent the first message or the registration message, whether the service requires the user's registration, on the charges per message, the total number of messages required for the provision of the service, where feasible, and the maximum cost of the service, including Value Added Tax (VAT), clarifying that the messages within the above services are not covered by messages plans that may have been activated by the user and that the charges are incurred in addition to the monthly fee. The user shall be informed, in an appropriate manner, of the duration of the recorded free short message which includes information on charges as well as other information provided for by the applicable legislation, prior to the provision of the MMS Service, so that the user can distinguish the starting point for the charges.
- (b) The obligation to not charge consumers for waiting for connection to the service or, if this is not technically feasible, to not respond to a consumer call if there is no line available for the provision of the service.
- (c) When advertising the services, and upon publishing the price lists on the provider's website, charges must be clearly described, as per the above provisions, clearly indicated, horizontally, and displayed on a display



surface in the cases of printed or television or multimedia advertising or clearly communicated, per minute, per call or per message, as the case may be, where advertising is promoted solely through audio or electronic or other means. In the case of television or multi-media advertising, charges must be clearly indicated, in accordance with the above provisions, throughout the duration of the advertisement fixedly and not by a trailer.

(d) the obligation to have a consumer/complaints service line in place, which operates in Greek at least, at no additional charge, and which must be mentioned in the service announcements-advertisements and which will not only respond by a recorded message, and the waiting time may not exceed five (5) minutes.

### **3.7. Additional Obligations for the provision of prepaid talk time services including prepaid cards.**

- a) Providers of prepaid talk time services are required to provide users who buy prepaid talk time with:
  - i. a brochure containing all pricing information, as described in the next paragraph, or
  - ii. a call center from which detailed pricing information is provided free of charge, or
  - iii. pricing information through the website which is indicated on the prepaid cards and the website from which prepaid talk time is made available.
- (b) The pricing information to be provided should be adequately and clearly presented as follows:
  - i. the individual prices applicable to each case for the provision of the relevant services per network type, destination and time at which the call is made,
  - ii. minimum talk time, minimum call charge or call resuming fee, where applicable,
  - iii. current regular discounts,
  - iv. a clear indication of whether the above price lists are subject to change prior to the expiry of the prepaid talk time and a reference to how to obtain information on the changes to the price lists in accordance with par. 2.1.16.
- (c) Prepaid talk time cards shall display at least the following information in a clear and unambiguous manner:
  - i. Name or distinctive title of the service provider.
  - ii. The card's expiry date, beyond which the card can not be activated.
  - iii. Time period within which the card's talk time should be consumed after activation, where such limitation applies.
  - iv. Customer Service Line, at no additional charge, except for a. (ii) above.
  - v. Any limitations on the use of the card.

### 3.8 Additional Obligations for the provision of Voice Communication over the Internet Services.

The provisions of this section refer to the additional obligations of persons providing Voice Communication over the Internet Services.

It should be noted that the provision of Voice communication services exclusively over the Internet through the use of special software where no incoming calls from the telephone network may be received and therefore where no numbers need to be assigned, is considered to be a web-based application which is not part of the electronic communications services and therefore no Registration Declaration under a General Authorization Regime is required.

Providers of Voice Communication Services over the Internet have the following obligations:

#### 3.8.1 Contracts

Any person who provides Voice Communication Services over the Internet is required to have in place a contractual text which, in addition to the minimum content referred to in paragraph 2.1.15, shall:

- On the first page, with distinctive letters, depending on the type of service offered, include the following statement:
  - *"IMPORTANT INFORMATION: THIS CONCERNS THE PROVISION OF VOICE COMMUNICATION SERVICES PROVIDED EXCLUSIVELY OVER THE INTERNET, THEREFORE THAT SERVICE IS SUBJECT TO INTERNET CONNECTION. THE SERVICE **MAY** BE INTERRUPTED IN THE EVENT OF POWER OUTAGE"*
  - *"IMPORTANT INFORMATION: THIS CONCERNS THE PROVISION OF VOICE OVER IP SERVICES THROUGH THE INTERNET, THEREFORE THIS SERVICE IS SUBJECT TO INTERNET CONNECTION AND TO THE NETWORK ON WHICH THE INTERNET CONNECTION IS BASED. THE SERVICE **MAY** BE INTERRUPTED IN THE EVENT OF POWER OUTAGE"*
- The contract shall include a term according to which the user may not permanently use geographic numbers outside the geographical area for which this number was assigned.
- With regard to calls to the emergency number "112", the provider shall include a statement, on the first page of the contract, in distinctive letters, on the following:
  - whether or not the provider can perform calls to the emergency number "112"
  - whether or not the provider can send the caller's location information to the Competent Authority
  - the potential risk of delayed or failed call to the Emergency Service

- The contract shall explicitly indicate whether there is a difference in the quality of the service provided to the user when it is provided at a location other than the one declared by the user as his permanent address and in particular when the service is provided at various locations.

### **3.8.2 Detailed billing and bill information**

Providers of voice communications over the internet have the obligations referred to in paragraph 3.1.6

### **3.8.3 Pricing**

Providers of voice communications over the internet have the obligations referred to in paragraph 3.1.7

### **3.8.4 Emergency Services**

- a) Providers of Voice Communications over the Internet Services shall, where technically feasible, make every effort to enable Users to call, free of charge, the Emergency Number "112" or the other Emergency Numbers specified by the applicable legislation.
- (b) Providers of Voice Communications over Internet services, provided they have caller location information with respect to calls to the common European emergency call number "112", shall provide this information free of charge and shall inform the competent authority that this service is provided at various locations, so that the authority becomes aware that the caller's location may be other than the location stated by the caller as his permanent address.
- (c) Providers of Voice Communications over Internet services shall inform subscribers of any changes in the access to emergency services (where it is technically feasible to provide such services to Users in accordance with subparagraph a) or the caller's location information in the service to which they have subscribed (provided that they have been provided with such information in accordance with subparagraph b)."

### **3.8.5 Telephone Directory Enquiry Services**

- a) All providers of Voice Communications over Internet services who assign numbers to subscribers are required to inform their subscribers, upon conclusion of the relevant contract, of: (a) the purpose of publicly available printed or electronic phone directories or of those which can be obtained through directory inquiry services; (b) their right to be registered in publicly available telephone directories; and (c) their right to monitor and, if necessary, to correct or even to request the deletion of the relevant entry. The subscriber may specify to the provider who has assigned his subscription numbers to the subscriber, all or part of his personal numbers or personal data which may be included in the publicly available phone

directory of the provider or may allow the provider to make available all or part of his personal data to third parties.

- (b) The manner in which a subscriber expresses his wish to be registered or not in the telephone directory of the provider shall be consistent with the terms of the applicable legislation on the protection of personal data in electronic communications.
- (c) Providers of Voice Communications over Internet Services, who assign numbers to subscribers, shall, before transmitting their subscribers' personal data, inform their subscribers, free of charge, of such potential transmission, in respect of the recipient or potential recipient categories, as well as of the purpose of such transmission, which may be no other than the purpose for which such data was collected, so as to enable users to express their opinion thereon, in the manner determined in the applicable legislation on personal data protection in the electronic communications sector.
- (d) Any provider of Voice Communications over Internet services who assigns numbers to subscribers, is required to meet any reasonable request for the provision of relevant information in an agreed format and in a fair, cost-oriented and impartial manner. The above obligation relates only to the request for the provision of telephone directory inquiry services and/or the publication of a telephone directory and, beyond that purpose, no access to the User's data is allowed without the prior explicit consent of the User. If any disagreement arises between the parties concerned as to the compliance with the above, any party concerned may appeal to EETT and request the verification of compliance with the terms of this paragraph.
- (e) Providers of Voice Communications over Internet services must follow the principle of impartiality when processing and disclosing their Users' information or information made available to them by other providers of Public Telephone services.
- f) Providers of Voice Communications over Internet services shall comply with EETT decisions as well as with the directives on phone directory inquiry services.

### **3.9 Additional Obligations for the provision of e-mail services**

Any person providing E-mail Services shall not assign an email address before the expiry of a six (6) months period following its deletion. By way of exception, the e-mail address may be assigned before the expiry of the time period mentioned above only to the user who was the previous holder of the address.

### **3.10 Additional Obligations for the provision of Broadband Access/Internet Access Services**

#### **3.10.1 Customer Service Departments**

Providers of broadband access services have the obligations referred to in paragraph 3.1.8

#### **3.10.2 Discontinuance of Services**

Providers of broadband access services have the obligations referred to in paragraph 3.1.5

#### **3.10.3 Provision of Broadband Internet Access**

Any person providing broadband Internet access services shall:

- a) In the case where the provider also provides e-mail services, where the user to whom an e-mail service was provided has changed Internet Service Providers, the provider shall, for a period of two (2) months, forward the user's e-mail messages to the new e-mail address that the user has communicated. In addition, the provider shall, for a total period of six (6) months (including the above two (2) months period) send a message to the sender informing him of the new e-mail address of the recipient. The provider shall inform the User about the above possibilities.
- b) Not assign an e-mail address before six (6) months have elapsed following its deletion. By way of exception, the e-mail address may be assigned before the expiry of the time period mentioned above only to the user who was the previous holder of the address.
- c) Set up nameservers and in particular the Time to Life (TTL) parameter according to RFCs and in more specifically:
  - RFC - 1033 Domain administrators operations guide M. Lottor [November 1987]
  - RFC - 1034 Domain names - concepts and facilities PV Mockapetris [November 1987]
  - RFC - 1035 Domain names - implementation and specification PV Mockapetris [November 1987]
  - RFC - 1912 Common DNS Operational and Configuration Errors D. Barr [February 1996]
- d) Comply with Regulation (EU) 2015/2120, of the European Parliament and the Council of 25 November 2015, laying down measures concerning open internet access and amending Directive 2002/22/EC on universal service and users' rights relating to electronic communications networks and services and Regulation (EU) No. 531/2012 on roaming on public mobile communications networks within the Union, as in force, and any relevant EETT delegated Decision issued under this Regulation.

#### **3.10.4 Radio and Television Programs Broadcasting by the Provider of Broadband Access Services**

Providers of Broadband Access Services who broadcast radio and television programs have the rights and obligations arising from the applicable legislation as in force

#### **3.10.5 Liability towards Users**

Providers of broadband access services at fixed locations have the obligations referred to in paragraph 3.2.2

#### **3.11 Additional Obligations for the Provision of Digital Terrestrial Broadcasting Signals Network**

The provider of a digital terrestrial broadcasting signal network shall serve consumers with regard to malfunctions. Customer services shall be provided through a dedicated line that is accessible from all Public Telephone networks and shall operate at least 12 hours a day, free of charge (both for network and off-network calls) from Monday to Saturday. The operating hours of this line shall include working hours.

#### **3.12 Additional obligations for the provision of electronic communications services \_on vessels.**

The provisions of this section refer to the additional obligations of persons providing mobile communications services on Greek vessels within Greek territorial waters and at a 3 nautical miles distance from the coastline.

Providers of mobile communication services on vessels shall:

- a. Post an announcement on the vessels, where electronic communications services are provided, which shall include at least the following:
  - i. Electronic communications services provided on board are intended to complement the existing mobile communications service only where there is no coverage by terrestrial mobile communications networks.
  - ii. Basic pricing information per destination: a) for incoming and outgoing calls, for sending and receiving SMS/MMS messages as well as for mobile data transfer services
- b. In the specific case of MCV, \_\_\_\_\_ (Mobile Communication Services on board vessels) providers are required to automatically send to the subscriber, at the start of the MCV service, without undue delay and free of charge, personalized basic pricing information on the MCV service

charges (including VAT) applicable to incoming and outgoing calls, SMS/MSS messages and mobile data transfer services.

c. The spokesperson for communication with EETT, as stated in the Registration Declaration, must be available twenty-four hours a day and seven days a week.

### **3.13 Additional obligations for the provision of electronic communications services on aircraft.**

The provisions of this section refer to the additional obligations of persons providing ~~mobile~~ electronic communications services on aircraft licensed by the Hellenic Civil Aviation Authority.

Providers of mobile communication services on aircraft shall:

a. Post an announcement on aircraft, where electronic communications services on aircraft are provided, which shall include at least the following:

- i. On board aircraft, electronic communications services are provided
- ii. Basic pricing information per destination: a) for incoming and outgoing calls, for sending and receiving SMS/MMS messages as well as for mobile data transfer services

b. In the specific case of MCA, \_\_\_\_\_ (*Mobile Communication Services on board aircraft*) - providers are required to automatically send to the subscriber, at the start of the MCA service, without undue delay and free of charge, personalized basic pricing information on the MCA service charges (including VAT) applicable to incoming and outgoing calls, SMS/MSS messages and mobile data transfer services.



## ANNEX C

### REVENUE STATEMENT FOR THE YEAR .....

TO THE HELLENIC NATIONAL TELECOMMUNICATIONS AND POST COMMISSION (EETT)  
TELECOMMUNICATIONS SECTOR

LIABLE PERSON'S INFORMATION	NAME OR COMPANY NAME: OCCUPATION: ADDRESS: TIN: TAX OFFICE: TELEPHONE NUMBER:		
		AMOUNTS (in euro)	REMARKS
TOTAL GROSS REVENUE			
TOTAL ANNUAL REVENUE FROM THE PROVISION OF NETWORKS AND/OR ELECTRONIC COMMUNICATIONS SERVICES			

DATE .....

The Declarant

In the capacity of Legal Representative of the Company/person Specially

Authorized to submit the above statement

(Name, Signature and Stamp



### Annex D

<b>ΔΗΛΩΣΗ ΑΠΟΔΟΣΗΣ ΤΕΛΩΝ ΕΤΟΥΣ .....</b> (Ν. 2867/2000 - Ν. 3431/2006) (Ν.4070/2012)				
ΠΡΟΣ ΤΗΝ <b>ΕΘΝΙΚΗ ΕΠΙΤΡΟΠΗ ΤΗΛΕΠΙΚΟΙΝΩΝΙΩΝ ΚΑΙ ΤΑΧΥΔΡΟΜΕΙΩΝ</b> <b>ΤΟΜΕΑΣ ΤΗΛΕΠΙΚΟΙΝΩΝΙΩΝ</b>				
ΣΤΟΙΧΕΙΑ ΤΟΥ ΥΠΟΧΡΕΟΥ	ΟΝΟΜΑΝΥΜΟ ή ΕΠΩΝΥΜΙΑ: ΕΠΑΓΓΕΛΜΑ: ΔΙΕΥΘΥΝΣΗ: ΑΦΜ: ΔΟΥ: ΤΗΛΕΦΩΝΟ:			
	ΠΟΣΑ	ΗΜΕΡΟΜΗΝΙΑ ΚΑΤΑΘΕΣΗΣ	ΑΠΟΔΕΙΚΤΙΚΟ ΚΑΤΑΘΕΣΗΣ	ΠΑΡΑΤΗΡΗΣΕΙΣ
ΣΥΝΟΛΙΚΑ ΑΚΑΘΑΡΙΣΤΑ ΕΣΟΔΑ				
ΑΚΑΘΑΡΙΣΤΑ ΕΣΟΔΑ ΥΠΟΚΕΙΜΕΝΑ ΣΕ ΤΕΛΗ				
ΥΠΟΛΟΓΙΣΜΟΣ ΑΝΑΛΟΓΟΥΝΤΩΝ ΤΕΛΩΝ				
ΣΥΜΨΗΦΙΣΜΟΣ ΠΡΟΚΑΤΑΒΟΛΗΣ (ΕΦΟΣΟΝ ΥΠΑΡΧΕΙ)				
ΥΠΟΛΟΓΙΣΜΟΣ ΤΟΚΩΝ ΥΠΕΡΗΜΕΡΙΑΣ				
ΑΠΟΔΟΣΗ ΟΦΕΙΛΟΜΕΝΩΝ ΤΕΛΩΝ				
ΑΠΟΔΟΣΗ ΟΦΕΙΛΟΜΕΝΩΝ ΤΟΚΩΝ ΥΠΕΡΗΜΕΡΙΑΣ				
ΣΥΝΟΛΙΚΟ ΠΟΣΟ ΠΡΟΣ ΑΠΟΔΟΣΗ				

**ΣΥΝΥΠΟΒΑΛΛΟΝΤΑΙ ΕΠΙΠΛΕΟΝ**

\*ΙΣΟΛΟΓΙΣΜΟΣ ΓΙΑ ΣΥΝΟΛΙΚΟ ΤΖΙΡΟ  
Τελευταίο Προσωρινό Ισοζύγιο Ομάδος 7 Ε.Γ.Α.Σ.

\*\*ΒΕΒΑΙΩΣΗ ΟΡΚΩΤΟΥ ΕΛΕΓΚΤΗ ΓΙΑ ΤΖΙΡΟ ΥΠΟΚΕΙΜΕΝΟ ΣΕ ΤΕΛΗ

ΗΜΕΡΟΜΗΝΙΑ.....

Ο ΥΠΟΧΡΕΟΣ

THE CHAIRMAN

Professor Dim. Tsamakis