

**DECISION**

**REGULATION ON GENERAL AUTHORIZATIONS**

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

**Taking into consideration:**

- (a) Law 4727/2020 “Digital Governance (Transposition into Greek Law of Directive (EU) 2016/2102 and Directive (EU) 2019/1024) – Electronic Communications (Transposition into Greek Law of Directive (EU) 2018/1972) and other provisions” (Government Gazette, Series I, No 184), in particular points (m), (o), (y) and (gg) of Article 113(1), Articles 120, 121, 122, 124, 126, 131, 132, 137 and 138 thereof;
- (b) Law 4070/2012 (Government Gazette, Series I, No 82) “Provisions on Electronic Communications, Transport, Public Works, and other provisions”, as in force, in particular Articles 6 and 11 thereof;
- (c) Directive (EU) 2018/1972 of the European Parliament and of the Council of 11 December 2018 establishing the European Electronic Communications Code;
- (d) Joint Ministerial Decision 93/Φ211 of 26 February 2019 approving the National Frequency Band Allocation Regulation (Government Gazette, Series II, No 751);
- (e) Decision Οικ. 26634/924 of 3 May 2007 of the Minister for Transport and Communications on the “National Numbering Plan for Electronic Communications Services” (Government Gazette, Series II, No 768), as amended under Decision Οικ. 26073/937 of 26 May 2010 of the Deputy Minister for Infrastructure, Transport and Networks (Government Gazette, Series II, No 805), under Decision Οικ. 20509/541 (Government Gazette, Series II, No 1284), under Decision 85541/1300/2017 of the Minister for Digital Policy, Telecommunications and Information (Government Gazette, Series II, No 768), as in force (Government Gazette, Series II, No 4493), under Decision 16242/2018 of the Minister for Digital Policy, Telecommunications and Information (Government Gazette, Series II, No 5868) and Decision 425/2019 of the Minister for Digital Policy, Telecommunications and Information (Government Gazette, Series II, No 2557);
- (f) Joint Ministerial Decision 70330/2015 on “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 alternative dispute resolution for consumer disputes 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 (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes” (Government Gazette, Series II, No 1421);
- (g) EETT Decision ref. 860/2 of 23 July 2018 “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” (Government

Gazette, Series II, No 3919), as in force;

- (h) EETT Decision ref. 925/01 of 3 March 2020 “Regulation on the Use of Individual Radio Frequencies or Radio Frequency Bands” (Government Gazette, Series II, No 1241), as in force;
- (i) EETT Decision ref. 834/2 of 9 November 2017 “General Authorization Regulation” (Government Gazette, Series II, No 4267);
- (j) EETT Decision ref. 578/29 of 28 September 2010 “Code of Conduct for the Provision of Multimedia Information Services” (Government Gazette, Series II, No 1651);
- (k) EETT Decision ref. 488/82 of 15 July 2008 “Code of Conduct for the Provision of Electronic Communications Services to Consumers” (Government Gazette, Series II, No 1505);
- (l) EETT Decision ref. 375/10 of 14 February 2006 “Regulation on Public Consultation Procedure” (Government Gazette, Series II, No 314);
- (m) EETT Decision ref. 966/2 of 9 November 2020 “Regulation on the Management and Assignment of the Numerical Resources of the National Numbering Plan” (Government Gazette, Series II, No 5266);
- (n) EETT Decision ref. 696/115 of 11 July 2013 “Amendment and Codification in a single text of the Regulation on Number Portability in the Greek Market” (Government Gazette, Series II, No 1873), as in force following amendment under EETT Decisions ref. 708/14 of 20 February 2014 (Government Gazette, Series II, No 557), 735/006 of 9 October 2014 (Government Gazette, Series II, No 2986) and 837/2 of 30 November 2017 (Government Gazette, Series II, No 4413);
- (o) Regulation (EU) No 531/2012 of the European Parliament and of the Council of 13 June 2012 on roaming on public mobile communications networks within the Union;
- (p) EETT Decision ref. 974/4 of 21 December 2020 on “Conducting a Public Consultation regarding the adoption of a new General Licensing Regulation”;
- (q) EETT Decision ref. 991/3 of 17 May 2021 “Approval of EETT Positions on the main points of Public Consultation on the General Licensing Regulation”;
- (r) Proposal 35318/Φ600 of the Telecommunications Regulation Service, dated 28 April 2021;
- (s) The fact that the state budget and the EETT budget incur no expenses under the provisions hereof;

and following an oral recommendation from the President of EETT;

**Hereby decides as follows:**

**Article 1**

**Purpose**

1. This Regulation regulates the procedure and conditions for the provision of electronic communications networks and/or services under the General

Authorization Regime, in particular in accordance with Article 120 of Law 4727/2020 (Government Gazette, Series I, No 184), as in force.

2. The implementation of the provisions of this Regulation shall not limit any obligations that providers of electronic communications networks and/or services may have in accordance with consumer law, personal data law and the legislation in force in general, and in particular any obligations relating to rights of use pertaining to the granting of exclusive or non-exclusive use of radio spectrum, numerical resources or satellite orbits, and it shall occur cumulatively with regard to such obligations.
3. The words or phrases used in this Regulation shall have the meaning ascribed to them under Law 4727/2020 and the National Frequency Band Allocation Regulation. In the event that such 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 either, they will have the meaning ascribed to them in the International Telecommunications Regulations in force.
4. For the purposes hereof, “person” shall mean any natural or legal person.

## **Article 2**

### **Scope**

1. Activity of any kind relating to the provision of electronic communications networks and/or services within the territory of Greece shall be subject to a General Authorization, with the exception of number-independent interpersonal communications services.
2. Where the electronic communications activity is subject to the granting of rights to use numbers or radio frequencies, the person concerned must also obtain, in addition to the General Authorization, the required rights to use numbers or radio frequencies, before proceeding with the activity in question. More specifically, in addition to the provisions of this Regulation, the conditions attached to the use of radio 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. According to paragraphs 5 and 6 of Article 120 of Law 4727/2020, no General Authorization shall be required for:
  - (a) the resale of electronic communications services to users. However, a General Authorization is required for the provision of electronic communications services by third parties who, although lacking their own electronic communications infrastructure, provide electronic communications services under a different trademark 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 in the provision of an electronic

communications network service and is governed by the provisions of the applicable legislation on terminal equipment and radio equipment;

(c) State electronic communications networks.

### **Article 3**

#### **Procedure**

1. For the provision of electronic communications networks and/or services under a General Authorization in accordance with this Regulation, only persons providing public communications networks or publicly available electronic communications services within the territory of Greece shall be required to submit a Registration Declaration, with the exception of number-independent interpersonal communications services.
2. The Registration Declaration shall be submitted to EETT in accordance with the procedure set out in Annex A. In the Registration Declaration, the person shall declare his intention to initiate the provision of electronic communications services, which he shall describe in accordance with Annex A hereof, and request to be registered in the Electronic Communications Networks and Services Providers Registry kept by EETT. The Registration Declaration shall be submitted exclusively through EETT's "Registry of Companies and Licenses" (hereinafter "RCL ") online platform, in line with EETT Decision ref. 919/47 of 16 December 2019 on the "Operation of a new Internet Platform for the Registry of Companies and Licenses " (Government Gazette, Series II, No 4973). When submitting the Statement, the person concerned must also send all required relevant documents attached thereto. To access the RCL, a relevant application shall be submitted in accordance with the above EETT Decision ref. 919/47 of 16 December 2019.
3. If the Registration Declaration is incomplete, it shall not be registered in the Electronic Communications Networks and Services Providers Registry. Any Registration Declaration for which the relevant fee has not been paid as per Article 10 hereof shall be considered incomplete.
4. The person filing the Declaration may carry out the activity for which the Registration Declaration is submitted, directly by submitting a complete Registration Declaration.
5. A person registered in the Electronic Communications Networks and Services Providers Registry shall submit, by 1 July of each year, through the RCL, a fee statement for the previous year and pay the relevant annual administrative fees in accordance with Article 10 and the procedure set out in Annex A.
6. A person operating under a General Authorization Regime shall be required to submit a supplementary or modifying Registration Declaration through the RCL, in accordance with the procedure set out in Annex A hereto, in the following cases:
  - (a) for the provision of additional electronic communications services and/or networks other than those already described in the most recently submitted Registration Declaration;
  - (b) for the cessation of the provision of the electronic communications service and/or networks for which the person has already submitted a Registration Declaration;



- (c) for the modification of any of the information disclosed in the most recently submitted Registration Declaration, in addition to the information under (a) and (b) above. Any alteration to such data shall be notified within fifteen (15) days.

In any event, and should the persons required to file, as per point (c), the modifying Registration Declaration fail to do so within the prescribed time limit, EETT may, without being required to hear the person concerned, 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 accordingly through the RCL and by e-mail.

7. Where the provision of all electronic communications services and/or networks for which a Registration Declaration has been submitted is to be discontinued, a statement of definitive cessation of activities shall be submitted through the RCL, in accordance with the provisions of Article 8 and the procedure set out in Annex A.
8. The inability of a person operating under a General Authorization Regime to comply with the provisions of paragraphs 4, 5 and 6 of this Article shall constitute a breach of this Regulation.

#### **Article 4**

##### **Authorizations following Certification**

1. A formal attestation available on the RCL:
- (a) confirms that the person has submitted a complete Registration Declaration;
  - (b) certifies that the person has the right to provide electronic communications networks and/or services in respect of the activities for which the person has filed a 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 apply for interconnection 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.
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 following receipt of such request.



## **Article 5**

### **General Authorization Terms and Conditions**

1. 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.
2. 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.
3. A person operating under the General Authorization Regime shall cooperate with EETT whenever requested to do so or as provided for in this Regulation, Law 4070/2012, Law 4727/2020 and the other provisions of the applicable legislation, as in force. The purpose of such cooperation is, among other things, to allow or enable EETT to monitor 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.
4. The terms and conditions attached to General Authorizations shall be published on the EETT website.
5. The persons concerned shall contact EETT and submit the documents or information required from time to time, in Greek.

## **Article 6**

### **Electronic Communications Networks and Services Providers Registry**

1. EETT shall keep an Electronic Communications Networks and Services Providers Registry, which includes a record of the Registration Declarations in 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) registration number in the Electronic Communications Networks and Services Providers Registry, (Electronic Communications Networks and Services Providers Registry number);
  - (b) provider's name / company name;
  - (c) mailing address of the provider's registered offices in the European Union, if any, and where applicable, of any secondary branch in a Member State;
  - (d) tax identification number (TIN) or registration number in the relevant books (depending on the type of company);



- (e) competent Financial Services Authority (Tax Office);
  - (f) legal form of the provider; legal representatives, procedural representative, where the provider is located outside the EU and outside the European Economic Area;
  - (g) full details of the contact persons in charge of any communication with EETT;
  - (h) full details of the contact persons in charge of any communication with the public and e-mail address of the company, to be published on the EETT website;
  - (i) brief description of the activity notified,
  - (j) Application number in the Electronic Communications Networks and Services Providers Registry and date of submission of the Registration Declaration;
  - (k) any changes to the General Authorization status of the person concerned;
  - (l) expected date of commencement of the activity;
  - (m) General Commercial Registry number, if any;
  - (n) website address, e-mail address;
  - (o) Member States of the European Union interested in the provision of services.
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 Law 4727/2020.

## **Article 7**

### **Provision of Information**

1. Persons operating under the General Authorization Regime are required to provide all information to EETT, at its request, in particular in accordance with Articles 113(f), 128, 129, 138 of Law 4727 and Article 14 of Law 4070 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, must be objective, specific and proportionate to the exercise of a specific competence. The information shall be provided to EETT within twenty business days from the relevant request, unless otherwise specified. In any case, the time limit may not be shorter than three business days.

## **Article 8**

### **Cessation of Electronic Communications Activities**

1. Any person registered in the Electronic Communications Networks and Services Providers Registry shall notify EETT of the cessation of activities of electronic communications under a General Authorization Regime within thirty (30) calendar days from the actual cessation of such activities by submitting, through the RCL, in accordance with the procedure set out in Annex A hereto, a statement of definitive cessation of activities and a fee statement for each year for which no such statement has been submitted, including the year of cessation of activity. Especially for the years prior to 2019, the fee statements are submitted through the RCL as attachments to the statement of cessation.
2. In the event that a person registered in the Electronic Communications Networks and Services Providers Registry is declared bankrupt or is subject to liquidation, the person must make a statement of cessation of activity to EETT by submitting a statement of definitive cessation of activities and a fee statement through the RCL, in line with the procedure set out in Annex A hereto.
3. In case of cessation of the activity of a legal person that used to operate under a General Authorization Regime, due to merger by absorption by another legal person, a statement shall be submitted to EETT informing it of the merger. The statement must be submitted by the legal person that absorbed due to a merger the legal person that was engaged in electronic communications activities under a General Authorization.
4. EETT shall deregister from the Electronic Communications Networks and Services Providers Registry the persons who have submitted a statement of definitive cessation of activities and a statement of fees for all the years since their registration in the Electronic Communications Networks and Services Providers Registry, in accordance with paragraphs 1 and 2. To deregister a person from the Electronic Communications Networks and Services Providers Registry, in the context of this article, any due annual administrative fees must be paid and any other outstanding financial obligations of the person towards EETT must be met. Regarding any administrative fees pending from previous years, the debtor shall provide EETT with the necessary supporting documents as defined by the General Licensing Regulation, as applicable for each relevant year of submission and/or debt. Any information/documents from the year 2019 onwards shall be submitted by electronic means through the RCL as attachments to the fee statement, whereas any information/documents relating to the years up to 2018 shall be submitted as attachments to the statement of cessation.
5. By deregistering a person from the Electronic Communications Networks and Services Providers Registry, EETT revokes this person's rights to use numbers and/or radio frequencies which had been assigned to such person.
6. In any event, if EETT acquires knowledge of any official documentation and/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/or radio 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



administrative fees and any other outstanding amount payable by such person to EETT. In the event of failure to submit the fee statement, the annual administrative fees shall be calculated in accordance with the procedure provided for in Article 10(7).

7. If a notice of hearing cannot be served to the provider or communication with the provider is not possible, in particular because the notified e-mail or postal address of the person to be heard is incorrect or unknown, EETT shall delete 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/or radio 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. In the event of failure to submit the fee statement, the annual administrative fees shall be calculated in accordance with the procedure provided for in Article 10(7).

### **Article 9**

#### **Duration of General Authorizations**

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 of a specially reasoned Decision, after hearing the person concerned pursuant to Articles 137 and 138 of Law 4727/2020.

### **Article 10**

#### **Fees**

1. All persons registered in EETT's Electronic Communications Networks and Services Providers Registry shall be subject to annual administrative fees in accordance with Article 124 of Law 4727/2020. The above administrative fees do not include the administrative fee for the assignment of numbers and the administrative fee for the assignment of radio frequencies, which are paid upon submission of the applications for the assignment of numbers and/or radio frequencies according to the respective EETT Regulations.
2. Upon submission of the Registration Declaration for the registration of a provider in the Electronic Communications Networks and Services Providers Registry, an administrative fee of three hundred (300) euros shall be levied for the review of the Statement, whereas an administrative fee of one hundred (100) euros shall be charged upon submission of any Registration Declaration modifying a previous one. In the event of withdrawal/cancellation of the Registration Declaration, the above fees shall not be refunded. Where the Registration Declaration is incomplete and remains incomplete for six (6) months following submission thereof, it shall be rejected and the paid fee shall not be refunded. Following the abovementioned six-month period, any new Registration Declaration shall be deemed as a new statement and the fee must be paid again in order for the statement to be processed.

3. All persons registered in EETT’s Electronic Communications Networks and Services Providers Registry shall be subject to an annual administrative fee, calculated as a percentage of the total gross revenue from the provision of public electronic communications networks or services to the public (users), within the Greek territory, as follows:

Zone of total annual gross revenue (R) subject to fees, in EUR	Rate of administrative fees per zone	Deadline for payment of fees and statement of fees
$R \leq 150,000$	0	Up to 1/7 of each year
$150,000 < R \leq 250,000,000$	0.0025	
$250,000,000 < R \leq 750,000,000$	0.004	
$750,000,000 < R$	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 fee statement submitted through the RCL and the necessary accompanying documents referred to in Annex A above, without requiring a prior written notice by EETT.

The fee statement shall be created automatically through the RCL on 1 April each year and the persons operating under the General Authorization Regime shall be informed of the existence of the fee statement by an e-mail sent to the RCL manager.

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 fee statement must be submitted through the RCL.

Payment of the annual administrative fees shall be 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”.

4. The annual administrative fees referred to in paragraph 3 of this Article shall be based on the total gross annual revenue generated from the provision of public electronic communications networks or services within the Greek territory, including international roaming revenues, certified by the statutory auditor/accountant signing the annual financial statements of the undertaking, where a statutory obligation is provided for; otherwise the certification shall be made by the financial manager or by another competent person with corresponding duties and the legal representative. From the total gross annual revenue, subsidies received by providers in respect of their participation in European Union or national programs shall be deducted, including expenditure related to call termination fees to the extent that those are attributed to third parties.
5. The date specified in paragraph 3 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. In the event of failure to meet the deadline of 1 July, EETT may apply the provisions of Articles 137 and 138 of Law 4727/2020.

6. It is possible to pay the annual administrative fees in installments, where at least 30% of the administrative fees is paid by 1 July at the latest and the remaining amount is paid in six (6) equal monthly installments on the last day of each month, the first payment taking place on the last day of July of each year. Taking into account the specific circumstances of each case and following a reasoned request by the person concerned, EETT may, in exceptional circumstances, decide to determine otherwise the amount and number of installments. Upon payment of the annual administrative fees in installments, 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 case of non-compliance with the above deadlines, the provider must pay the total amount due, including default interest, up to 31 December. In the event of failure to meet the above deadlines, EETT may apply the provisions of Articles 137 and 138 of Law 4727/2020.
7. 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 paragraphs 3 and 4, until:
  - (a) the date of submission of the statement of definitive cessation of activities by the provider; or
  - (b) the date of the definitive cessation of activities of the provider, provided that the definitive cessation statement is accompanied by documents proving that the definitive cessation of the company's activities took place prior to the submission of the statement of definitive cessation of activities;
  - (c) the day when the person was deregistered from EETT's Electronic Communications Networks and Services Providers Registry, in any other case.

In the event of failure to submit the fee statement, 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 Electronic Communications Networks and Services Providers Registry in the year of deregistration. As a basis for calculating the annual administrative fees for each year for which the person has not provided data to EETT, the average turnover of the last three (3) years (from each activity of the person for which EETT has available official data in any way) shall be taken into account. If EETT has no data, it may impose penalties by applying the provisions of Articles 137 and 138 of Law 4727/2020.

If the person concerned fails to pay any annual administrative fees, as well as any other amounts due to EETT, within thirty (30) days of the relevant notice by EETT to the debtor, EETT shall proceed to the deregistration of the person 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.
8. There is no need to pay a special administrative fee for submitting a statement of definitive cessation of activities.
9. In any case, should the person registered in the Electronic Communications Networks and Services Providers Registry fails to submit a fee statement for more than two financial years, EETT shall, without further notice, consider deregistration

and if the person fails to comply by 30 September, EETT shall, following that date, proceed without notice to the deletion of the person from the Electronic Communications Networks and Services Providers Registry. In this case, EETT shall also revoke the rights to use numbers and/or radio 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 administrative fees and any other outstanding amounts payable by the person to EETT. To re-register in the Electronic Communications Networks and Services Providers Registry, the person concerned must settle any financial outstanding issues with EETT and follow the procedure referred to in Article 3.

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 numbers and radio 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 administrative 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 2 for the following year, so that the administrative fees to be collected 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 11**

#### **Compliance**

1. Persons providing electronic communications networks or services shall not exceed the content of the Registration Declaration or any terms and conditions of any electronic communications activities or any other general obligations set forth in Laws 4070/2012 and 4727/2020, as in force, or other delegated regulatory acts issued by virtue of said laws.
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 this Regulation, EETT may enforce the provisions of Articles 137 and 138 of Law 4727/2020.
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 and without prejudice to Article 8(7), proceed, without delay, to the deregistration of the debtor from the Electronic Communications Services Providers Registry, as a sanction, after reviewing any amounts due by the debtor, reserving its right to claim such amounts by any legal means.

## Article 12

### **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 made available as open data and posted on the EETT website in accordance with EETT Decision ref. 919/47 of 16 December 2019 on the “Operation of a new Internet Platform for the Company and Licensing Registry” (Government Gazette, Series II, No 4973).

## Article 13

### **Transitional provision**

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 12 on its website. At the same time, EETT shall notify, via the RCL, the legal or natural persons registered in the Electronic Communications Services Providers Registry 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 fees.

The provisions of point (g) of paragraph 3.2 of Annex B shall apply to contracts signed following the entry into force of this Decision.

The codes for the provision of electronic communications networks and/or services, as provided for in EETT Decision ref. 834/2 of 9 November 2017 “General Authorization Regulation” (Government Gazette, Series II, No 4262) and not provided herein, shall be matched as appropriate in accordance with the following Table:

Codes of EETT Decision ref. 834/2 of 9 November 2017		Codes of this Decision	
B0104	Provision of Broadband Access / Internet Access Services	B0104	Internet access service
B0201	Provision of Telephone Services - Including prepaid telephony services	B0207	Voice communications service
B0202	Voice communications services provided over the Internet	B0207	Voice communications service
B0204	Call-back services	B0207	Voice communications service

## Article 14

### **Repealed Provisions**

EETT Decision ref. 834/2 of 9 November 2017 “General Authorization Regulation” (Government Gazette, Series II, No 4262) and 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, are hereby repealed.

## **Article 15**

### **Entry into force**

1. The validity hereof shall start from its publication in the Government Gazette, with the following exceptions:
  - (a) entry into force six (6) months following the date of publication hereof in the Government Gazette of:
    - point (l) of paragraph 3.2 of Annex B;
    - point (m) of paragraph 3.2 of Annex B;
    - point (ci) of paragraph 3.3 of Annex B;
    - point (i)(i)(12) of paragraph 3.3 of Annex B.
  - (b) entry into force nine (9) months from the date of publication hereof in the Government Gazette of:
    - point (k) of paragraph 3.3 of Annex B;
    - point (c) of paragraph 3.4 of Annex B;
    - point (b) of paragraph 5.1 of Annex B;
    - paragraph 5.3 of Annex B.
2. Until the entry into force of the above provisions, the corresponding provisions of EETT Decision ref. 834/2 of 9 November 2017 “General Authorization Regulation” (Government Gazette, Series II, No 4262) shall remain in force.
3. It is hereby ordered to publish this Decision and its Annexes which form an integral part hereof, in the Government Gazette.

## ANNEX A

### **PROCEDURE FOR SUBMITTING THE STATEMENT OF REGISTRATION FOR THE EXERCISE OF ELECTRONIC COMMUNICATIONS ACTIVITIES UNDER GENERAL AUTHORIZATION**

#### A. Procedure for registration in the RCL

The Registration Declaration shall be submitted exclusively through the RCL, at <https://registry.eett.gr>. To submit a Registration Declaration, the following procedure shall be followed:

1. The person concerned is registered in the RCL.
2. To submit a statement for a general electronic communications authorization, the person concerned shall select the services that he wishes to provide, producing the necessary certifying documents and a bank statement for a €300 deposit.
3. Any added services shall be submitted exclusively through the RCL by producing a bank statement for a €100 deposit.
4. Any modification of company data shall be submitted exclusively through the RCL by submitting the corresponding certifying documents.
5. Any deletion of services shall be submitted exclusively through the RCL.
6. The cessation of activities shall be submitted exclusively through the RCL by means of submitting a statement of definitive cessation of activities. Upon submission of a cessation statement, the platform shall also generate automatically the statement of fees of the previous year, provided that the deadline for submission in the current year has not expired, to be completed by the provider and submitted through the RCL.
7. A fee statement shall be generated automatically for each year through the RCL.
8. In order to complete the fee statement, the person concerned shall fill in all its details and attach thereto:
  - i. The proof of payment of the relevant fees.
  - ii. Annual financial statements for the reporting year or, where no such statements have been published, the most recent provisional balance 7 of the Greek General Chart of Accounts.
  - iii. A certificate by a certified auditor for total gross revenue subject to fees, where the company is subject to an obligation to publish the annual financial statements certified by a certified auditor.

The submission of the statement and the payment of fees shall not invalidate the possibility for EETT to proceed, if appropriate, to further checks, re-determination of fees and the imposition of penalties.

9. Where the fee statement is in agreement with the attached documents, the statement shall be finalized and the system shall inform the provider accordingly. In any other case, the provider shall be informed of the pending issues. In particular, if one of the attachments is missing, the fee statement shall be returned to the provider and if the fee statement does not agree with the attachments, it shall be rejected and the provider shall be notified via the RCL with regard to the re-submission of the statement.

When submitting the above requests/statements, the person concerned shall fill in all the required fields and state that:

- (a) The information contained in the submitted statement and any other information that accompanies it is true and accurate and binding on the representative.
- (b) He is 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 radio 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, the person must apply for the granting of such special rights.
- (c) The fee statements submitted have been certified by the certified auditor/accountant who signs the company's annual financial statements. Where there is no provision for the publication of financial statements signed by a certified auditor/accountant or the annual financial statements of the company are not published yet, the fee statement shall be certified by the provider's Head of Finance or another person entrusted with similar tasks, and the provider's legal representative. The originals of the above certifications shall be kept by the person and shall be available to EETT upon request.

#### B. Categories of Registration Declarations/applications

The company registration / company data modification statement shall include the following fields:

- I. Legal form
- II. Body/company (legal or natural person) details
- III. Legal Representative (To be filled in by Legal Entities only)
- IV. Chairman of the Board of Directors (to be filled in by Legal Entities only - Contact person details for communication with EETT)
- V. Managing Director (to be filled in by Legal Entities only - Contact person details for communication with EETT)

The Registration Declaration for commencement of activities or modification of services shall include the following fields:

- I. Contact person for communication with EETT.
  - If the undertaking is not established within the EU or the European Economic Area, this shall serve as the appointment of a procedural representative in Greece and 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 permanent resident of Greece and be fluent in the Greek language.
  - A mobile phone number must be indicated in the cases of provision of electronic communications services on vessels (B0302)
- II. Public Contact Details (published on the EETT Web site)
- III. Countries of activity

IV. Networks and/or electronic communications services that the person declares he will provide. The person concerned chooses which of the activities in Section C he wishes to provide.

The fee declaration includes the following fields:

- Total gross revenue
- Total gross revenue from the provision of electronic communications networks and/or services within the Greek territory
- Total costs for termination fees
- Total gross revenue subject to fees (calculated automatically)
- How to pay fees (lump sums or installments)
- Proportional fees and deadline for payment (calculated automatically)
- Obligation to publish annual financial statements signed by a certified auditor-accountant

### C. Electronic communications activities

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

A01. Provision of Networks	A0101	Fixed Service Electronic Communications Network
	A0102	Terrestrial Digital Broadcasting Signal Network, using radio frequencies to broadcast a TV signal
	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))

#### **GROUP B. Provision of Electronic Communications Services**

B01. General Services	B0101	Leased Lines Service
	B0102	Capacity provision
	B0103	VPN service
	B0104	Internet access service
	B0105	Data Transmission
	B0106	Short Message Service (SMS) / Multimedia Messaging Service (MMS)
	B0107	E-mail Service
	B0108	Multimedia Information Services including Premium Short Message Services / Premium MMS (Multimedia Messaging Services)
	B0109	Satellite News Gathering
	B0110	Electronic News Gathering (ENG)
	B0111	Interconnection services between networks of different operators
	B0112	Cross-border electronic communications services
	B0113	International roaming services from an alternative roaming provider

B02. Voice communications services	B0203	Voice communications services via prepaid talk time
	B0205	Provision of public pay phones to the public (including call shops)
	B0206	Telephone directory service
	B0207	Voice communications service
	B0208	Interpersonal communications service based on numbers
	B0209	Full conversation service

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



B01. General Services	B0101	Leased Lines Service	Telecommunication media - facilities that provide transparent transmission capacity between network terminal points and do not enable switching (switching functions that can be controlled by the user as part of the leased line provision).
	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 in whole or in part, owned and/or 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	E-mail Service	It also includes the provision of e-mail services exclusively over the Internet through the use of special software, if provided on a fee basis.
	B0108	Multimedia Information Services including Premium Short Message Services / Premium MMS (Multimedia Messaging Services)	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 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	Cross-border 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 communic ations services	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.
	B0207	Voice communications service	Publicly available electronic communications service for making and receiving national calls, directly or indirectly, or national and international calls through a number or numbers assigned by a national or international numbering plan
	B0208	Interpersonal communications service based on numbers	The interpersonal communications service associated with publicly assigned numbering resources, i.e. with a number or numbers that exist in national or international numbering plans, or which enables communication with a number or numbers that exist in national or international numbering plans.
	B0209	Full conversation service	The real-time chat service using multimedia that provide real-time two-way and symmetric video transfer, as well as real-time text and voice between two users in two or more locations.

## D. Certifying Documents

The certifying documents which, depending on the form of the undertaking, must be submitted by the person concerned at the time of registration or modification of the company data are the following:

### D1. Legal/Natural persons based/residing in Greece

#### D.1.1. Upon initial submission of the general authorization statement

##### a. Legal Persons

- 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 of 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.

##### b. 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 company activity, issued by the competent tax authority.

#### D.1.2. At each subsequent submission, modification, change in information

Update of supporting documents.

### D.2 Legal/Natural persons based/residing in a Member State of the European Union

#### D.2.1. Upon initial submission of the statement

##### a. Legal Persons

- 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 - sole proprietorships

- 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/certifying the tax registration number

#### D.2.2. At each subsequent submission, modification, change in information.

Update of supporting documents

### D.3. 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.

## ANNEX B

### GENERAL AUTHORIZATION CONDITIONS

#### **1. Obligations for the provision of electronic communications networks and services other than number-independent interpersonal communications services**

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

- (a) Providers, at the request of EETT and within a reasonable time, shall provide EETT with all information and shall notify any contract, file, document, information required for the implementation of the framework of the General Authorizations and the applicable legislation.
- (b) Any documents or information provided to EETT under this Decision may be classified as confidential on a reasoned basis and shall be kept confidential by EETT as appropriate.
- (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 disclose information about the terms hereof, provided that such information is not confidential.
- (d) Without prejudice to the provisions of tax legislation, as well as any cases pending with EETT, providers shall, for a period not shorter than two (3) years, keep their 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 they can provide to EETT such information as EETT deems necessary in order to check their compliance with the terms of the General Authorizations. Providers 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.
- (e) Providers shall send to EETT the requested information, in the format set out, on a periodic basis or at the frequency requested by EETT and used for the analysis of purchases, the processing of statistical data and the exercise of the control and surveillance powers of the electronic communications market.
- (f) Providers shall provide the information in such format and in such frequency as determined by an EETT Decision issued following public consultation, in order to make available to the public the facilities defined in Article 211(2) of Law 4727/2020.

- (g) Providers shall, at the request of EETT, provide information on measuring the rate of use of the links, and/or other parameters regarding the level of congestion of the network and the measures they have taken or are going to take to avoid loading the links up to the limit capacity or overloading them.

## **1.2. Inspection**

- (a) In order to ensure the implementation hereof and in general of the current legislation on electronic communications, providers shall provide EETT / personnel legally authorized in this regard, with access to inspect both their own premises and the premises of each of their associates, agents or subcontractors. 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 it.
- (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 in general 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.

### **1.3. Protection of personal data – Confidentiality of Communications**

- (a) In the exercise of their activities, providers 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 them from their 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 the Hellenic Authority for Communication Security and Privacy and the Data Protection Authority, submit to the above authorities a copy of this decision together with any accompanying comments thereto, and notify EETT of the above to inform it as appropriate.
- (c) The disclosure of a private number in order to detect malicious calls, the registration in / deregistration from telephone directories, the registration in / deregistration from the Registry referred to in Article 11 of Law 3471/2006 as in force, shall be free of charge for subscribers.
- (d) Each provider with more than fifty thousand (50,000) subscribers must, as of 1 January 2022, provide its subscribers with an electronic service for their registration in / deregistration from the Registry referred to in Article 11 of Law 3471/2006.

### **1.4. Force Majeure**

- (a) Without prejudice to the provisions hereof, a provider 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, for as long as such period lasts, where 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, 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, in case of total failure due to force majeure, he shall 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.

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

- (a) The provider shall cooperate with the Government of the Hellenic Republic in matters of national defense and public security.
- (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.

### **1.6. Specification of use in case of emergency**

- (a) If the network operates in abnormal conditions where it is not possible to ensure both the repair of calls and the quality of speech, as a general principle, priority shall be given to repairing calls.
- (b) It should be possible to implement call prioritization schemes for specific users / user categories from provider networks. Subscriber calls to 112 and emergency services shall have priority over all other types of calls.
- (c) The priority of calls to 112 and emergency services shall apply to both public electronic communications subscribers and to public or emergency numbers.
- (d) Even where priority is given to other types of calls or categories of users, emergency services shall always be prioritized.
- (e) In the event of catastrophic network failure or force majeure that limits the continuity of the provision of a telephone service, but also during the network repair period following such incidents, providers shall give more priority to the calls of users to specific telephone numbers through which services are provided, with particular emphasis on ensuring human life. In particular, it should be possible to implement, as a minimum, the following call prioritization schemes:
  - Calls to emergency numbers other than 112.
  - Calls from essential operators (security forces, armed forces, government agencies, etc.)
- (f) The provider shall monitor the extent and impact of the crisis and shall be ready to modify/activate call prioritization schemes when and where requested by the competent authorities.

### **1.7.Interfaces Disclosure**

The provider must disclose on its website the specifications of the interfaces through which services are provided to the public.

### **1.8.Universal Services Obligations**

- (a) The provider shall assume all Universal Services obligations which may be imposed upon such person under the applicable legislation and shall be obliged, if deemed 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.
- (b) In any case, the provider 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.

### **1.9.Distinct market position**

Providers who, in accordance with the legislation in force, have a distinct position in the relevant market shall also comply with all provisions concerning persons with a distinct market position.

## **2. Obligations attached to the provision of electronic communications networks**

### **2.1. Conditions of use of a spectrum where the use does not depend on the granting of individual rights of use**

- (a) For the use of radio frequencies for which no prior assignment by EETT is required, no protection is provided against interference nor should the use of the above radio 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 provider shall be obliged to immediately shut down his systems.
- (b) When using radio frequencies that do not require prior assignment by EETT, the provider shall comply with the provisions of the National Frequency Band Allocation Regulation, 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 the Regulation on the Use of Individual Radio Frequencies or Radio Frequency Bands.

### **2.2.Interference**

- (a) During the development of the network, the provider shall use radio equipment that meets the provisions of Presidential Decree 98/2017 and

shall install, operate and maintain the radio equipment in line with the manufacturer's instructions. The provider must comply with the conditions laid down in relation to the frequencies it operates and the applications it offers in order to exploit in an effective manner the spectrum assigned thereto and to avoid harmful interference.

- (b) The provider shall cooperate, under the supervision of the Competent Authority, with any undertaking to which radio frequencies have also 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 or free-use 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.

### **2.3. Electrical, electronic equipment, telecommunication terminal equipment and radio equipment**

- (a) The electrical, electronic and telecommunication terminal equipment (TTE) used must comply with the provisions in force (such as Directive 2014/35/EU (LVD) and the EMC Directive (2014/30/EU), transposed into Greek legislation with Joint Ministerial Decisions Οικ. 51157 / Directorate for Technical Industrial Legislation 1129/2016 (Government Gazette, Series II, No 1425) and Οικ. 37764/873/Φ342/2016 (Government Gazette, Series II, No 1602), respectively).
- (b) The radio equipment used must comply with the provisions of Presidential Decree 98/2017 "Transposition into Greek law of Directive 2014/53/EU of the European Parliament and of the Council of 16 April 2014 (OJ L 153 of 22.5.2014) relating to the making available on the market of radio equipment and repealing Directive 1999/5/EC" (Government Gazette, Series I, No 139).
- (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 available on the market.

## **2.4. Interconnection obligations**

Providers of number-based voice communications services shall, subject to the provisions of the legislation on the protection of personal data, have access to the end users of at least one telephone directory information service covering all registered voice telephony subscriber numbers.

## **3. Obligations for the provision of electronic communications services other than number-independent interpersonal communications services**

### **3.1. Basic Requirements**

Providers shall take all reasonable measures to ensure the interoperability of the services they offer with corresponding services of other operators.

### **3.2. Consumer Protection**

The obligations under points (c), (d), (g), (h), (i), (k), (l), (m), (n) and (o) of this paragraph shall not apply to micro enterprises providing number-independent interpersonal communications services, unless they also provide other electronic communications services. These undertakings must, before concluding a contract with end users, provide them with all necessary information in accordance with the applicable framework.

- (a) The provider shall comply with the 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 shall use at least the Greek language for all information, disclosure of information to the public and customer service.
- (b) The provider shall comply with all the provisions of the 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 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.
- (d) With the exception of number-independent interpersonal communications services and transmission used to provide machine-to-machine services, end users shall have the right to terminate the contract at any time,

completely free of charge, except for the obligation to pay the fees for the services provided to them throughout the period when they had the right to terminate any contract (i) with a fixed term which becomes, following the expiry of its validity period, a contract of indefinite duration; and (ii) where the contract or the applicable legislation provides for an automatic extension of the validity period of fixed-term contracts. The service shall be discontinued by the provider no later than 15 days from the date of termination of the contract. Especially for Internet access services and number-based interpersonal communications services, the service shall be discontinued within two working days from the date of termination (unless the subscriber requests that it be discontinued at a specific time). Especially in the case of voice communication or internet access services provided through wholesale unbundled access to the local loop or virtual unbundled VLU access, discontinuance shall take place within two working days from the date of discontinuance of the wholesale service that the provider uses, as provided for in relevant applicable reference offers of the wholesale provider. 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 letter or by e-mail or by filing the request online. In all cases, a copy of the subscriber's identity card or passport shall be attached thereto.

- (e) 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 electronic communications services provided to the public.
- (f) 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 and 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.
- (g) The early discontinuance fee that the provider may set for the termination of a fixed-term contract, prior to the expiry of its fixed term, may not exceed the following amounts, as appropriate:

1. If the discontinuance occurs within the first two months of the contract, the subscriber shall pay the monthly fees for two (2) months, in addition to the monthly fees corresponding to the length of stay. To this amount shall be added 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, namely for the remaining months following the time when the above termination enters in force and until the official termination of the contract minus two months.
  
2. If the discontinuance occurs after the 2nd month of the contract, the subscriber shall pay one fourth (1/4) of the sum of the monthly fees for the period following the time when the above termination enters in force and until the official termination of the fixed-term contract. To this amount shall be added 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, namely for three quarters (3/4) of the remaining month(s) following the time when the above termination enters in force and until the official termination of the contract.

The monthly fee is the fixed amount paid by the subscriber every month during the validity period of the fixed-term contract.

- (h) 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.
- (i) No renewal fee shall be charged in case of a new fixed-term contract with an existing customer under an indefinite-term contract.
- (j) For the out-of-court settlement of consumer disputes between consumers and electronic communications providers, EETT shall inform complainant consumers that they should appeal to the Hellenic Consumers' Ombudsman.
- (k) If the provider finds that the user/subscriber charges for the use exceeding the user's monthly plan, irrespective of the monthly plan, exceed 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 (100.00) euros in the case of a monthly invoicing cycle and two hundred





(200.00) euros 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.

- (l) For the purposes of applying the provisions of Article 215 of Law 4727/2020, it shall be considered that there is a bundle of services (or services and terminal equipment), including at least an Internet access service or a publicly available number-based interpersonal communications services , in cases where services (or services and terminal equipment) included in the bundle (bundle data) are provided or sold by the same provider or by companies of the same group or from the same point of sale under the same contract or under closely related or linked contracts. "Closely related or linked contracts" means contracts on the basis of which services (or services and terminal equipment) are provided that include at least an Internet access service or a publicly available number-based interpersonal communications (different or similar services, as well as prepaid telephony connections), and where at least one of the following applies:

- (1) the combination of services (or services and terminal equipment) results in a direct or indirect economic benefit to the consumer for at least one of the bundle items; and/or
- (2) the provision of part of the services (or services and terminal equipment) requires, from a technical point of view, the provision of at least one of the other services (or services and terminal equipment).

For micro enterprises, or non-profit organizations, the provisions of Article 215 shall apply, following the entry into force hereof, and subject to Article 215(4) of Law 4727/2020.

- (m) The provider shall inform the subscribers of the expiry of the electronic communications services contract, except for number-independent interpersonal communications services and the transmission services used for the provision of machine-to-machine services, and of the means to terminate the contract where the contract term is extended automatically or it is automatically converted into a contract of indefinite duration. Such notification shall occur twice, with a relevant special separate notice by any means that the provider uses to inform about the issuance of a bill, the first notice being sent no later than two (2) months prior to the expiry of the contract.
- (n) The provider of electronic communications services, other than number-independent interpersonal communications services and other than the

transmission services used to provide machine-to-machine services, shall advise the subscriber on the best current tariffs in relation to the services provided to the subscriber, providing information via fixed means or via of a special number that the subscriber may call free of charge. Calls may be recorded with the consent of the subscriber. The provider shall inform the subscriber once a year that the relevant service is available, by all means it uses to inform about the issuance of a bill. The provider shall inform the subscriber, on its own initiative and at least one month before the expiry of the subscriber's contract, either by fixed means or by telephone, through the above service, of the best current tariffs applicable to the services provided to the subscriber.

- (o) Internet access service providers and publicly available interpersonal communication services shall publish comprehensible, comparable, reliable, user-friendly and up-to-date information on the measures taken to ensure accessibility to end users with disabilities. The above information shall be posted on a specific website of the provider, in a format that is clear, understandable, machine-readable and accessible to end users with disabilities in accordance with Union laws on harmonizing accessibility requirements for products and services.
- (p) Mobile telephony providers shall periodically inform their subscribers that, when in border areas, there is a risk of roaming on other countries' networks, and they shall inform them about the measures they have to take to prevent this from happening.

### **3.3. Contracts**

The obligations of this paragraph shall not apply to micro enterprises providing number-independent interpersonal communications services, unless they also provide other electronic communications services. These undertakings must, prior to concluding a contract with end users, inform them that they do not have to comply with the provisions of this paragraph.

- (a) The provider shall make available a contractual text which regulates with absolute clarity and simplicity its relationships with subscribers/users, so that users may be fully aware of all contractual terms. 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 of 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, in particular in accordance with the provisions of Article 210(3) of Law 4727/2020. In order to inform about the general terms of the contract, the contract may be provided online via a hyperlink which leads to a microsite which is kept unchanged throughout the duration of the contract and for three months following expiry thereof. The hyperlinks may be communicated either by SMS or by e-mail.

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

iv. Where the call from a representative of the provider to a prospective subscriber is made for the purpose of concluding a distance contract, the provider must, at the time of the recorded conversation, provide, in addition to the information stipulated in the applicable legislation on contracts, the information referred to in points (i)(i), 1, 2, 3, 4 and 5 of this paragraph (3.3).

v. Upon conclusion of each contract for the provision of electronic communications networks and/or services, the providers shall check, prior to the conclusion of the contract, the subscriber's identification details. During the pre-contractual updating and in any case prior to the conclusion of the contract and the signing thereof, the provider shall ask the subscriber if the connection will be used by an underage. In case of a positive response, the provider shall inform the subscriber in detail of the possibility to block access to multimedia information numbers and of specific applications/programs available to the company for the protection of underages, so that the subscriber may choose, if he so wishes, which options will be activated/deactivated.



- vi. In the case of transfer of an existing connection from one subscriber to another, 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.
- vii. The obligations stipulated in this paragraph (3.3 (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 of Article 5 of Law 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) The contracts shall be written in Greek and the type of font used shall be appropriate so that the text is legible. The font size shall be at least 10 pt. The font size may be smaller if it is possible to enlarge the summary contract by electronic means or to obtain the summary contract in a font size of at least 10 pt.
- (g) The content of the contract and the summary contract shall be legible, with sufficient contrast between the letters and the background, especially when colors are used. The visual material must not overlap the text. The content of the summary contract shall be the same as the content of the first three pages of the contract.
- (h) In addition to the provisions of Article 210 and Annex VIII to Law 4727/2020 and elsewhere herein, the contracts of Internet access service providers and providers of publicly available number-based interpersonal communications number-based interpersonal communications shall also include the following:
- i. the means by which updated information on all current price lists and maintenance fees is made available;
  - ii. the 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.
  - iii. whether or not the customer is warned of excessive usage of his monthly plan or prepaid plan;



- iv. the subscriber's option to activate or deactivate the automatic termination of services in the event that the charge exceeds a maximum limit;
  - v. the payment methods available and any financial charge due to the payment method or, where the difference in cost does not depend on the provider, information on any additional charge;
  - vi. 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.
- (i) (i) In the first two pages of each contract and in the summary contract, the following shall be stated clearly and distinctly:
- 1. The name of the provider, the date on which the contract was signed 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 (including equipment) 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, including information for unlocking the terminal equipment.
  - 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 3.2(k) 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 Registry 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. The points of Article 5.2(a) detail the options

available to the provider, emphasizing the fact that the provider shall have the right to change the manner in which bill information is provided.

11. The address and direct contact details of the provider and (where different) the direct contact details for any complaint, shall be listed under the name of the provider.
12. Features for disabled end users. Those include information on the main products and services for disabled end users. This information shall include, where available, at least real-time text, full conversation, intermediary broadcasting services, accessible emergency communications, special equipment, special price lists and accessible information. Where appropriate, it may be stated that further details are available separately.
13. **Speeds of Internet** access service and remedies. Where the service includes Internet access, it shall include a summary of the information required in accordance with Article 4(1)(d) and (e) of Regulation (EU) 2015/2120. For fixed Internet access services, as a minimum, the minimum, normal and maximum load and download speeds shall be indicated, and for mobile Internet services the estimated maximum load and download speed shall be indicated. A summary of the remedies available to the consumer in accordance with national law shall be provided in the case of a continuous or regular deviation of the actual performance of the Internet access service in terms of speed or other quality parameters of the service from the performance stipulated in the contract.

With respect to points 6, 7, 8, 9 and 10, the contract does not provide for a default option, but the subscriber is given the option to choose himself the relevant option and to confirm the agreement.

(ii) On the third page of each contract and in the summary contract, the following shall be indicated as a minimum:



MANDATORY SERVICES	PERIOD / TIME LIMITS
Consumer service line, waiting time (waiting time is free of charge)	[call number], 16 hours a day, Monday to Saturday, up to five (5) minutes
Line of malfunction reporting, no charge	[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 landline 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 monthly plan for talk time, text messaging (SMS) and the mobile data plan.
Malfunction repair: (a) cable damage; (b) non-cable damage	(a) Within 6 calendar days, to the extent technically feasible (b) 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]
Website for detailed information on products and services designed for end-users with disabilities	[please insert the appropriate link]

(iii) The start and end dates of the subscriber's contract must be indicated in the online application of the provider.

(j) 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.

A copy of the summary contract and a template of the withdrawal form may be provided online via a hyperlink which leads to a document that can be easily downloaded and kept unchanged throughout the contract term and for three months following its expiry. The hyperlinks may be communicated by SMS, by e-mail or through an online web application of the provider.

(k) In case of modification of the contractual terms unilaterally by the provider, the subscribers shall have the right to terminate the contracts, either of indefinite duration or fixed-term, whenever they become aware of such



modifications, up to two (2) months, where a monthly billing cycle applies and in the case of prepaid telephony, or three (3) months, where a bi-monthly billing cycle applies, from their entry into force, unless the proposed changes are exclusively for the benefit of the end user, are strictly administrative in nature and have no negative impact on the end user, or are directly imposed by Union or Greek law, without any further financial burden, provided that the results of the termination occur no earlier than the day before the day of activation of the new contractual terms. Especially in the case of modification of price lists, the provisions of paragraph (l) shall apply.

The provider must disclose by means of a hyperlink, in a document that is easy to download, the description of the contractual terms that are amended or repealed or introduced, and must detail how those are differentiated in relation to the previous terms, at least one (1) month prior to their entry into force, and shall provide information on the right to terminate the contract. The hyperlink shall remain active throughout the term of the contract and for three months following expiry thereof.

The hyperlink shall be communicated in at least two of the following ways, using the available contact details provided by the subscriber:

- i. by a short message (SMS), free of charge;
- ii. via e-mail;
- iii. through the provider's web application for management of the subscribers' connection.

The modification of the contractual terms is also communicated as follows:

- i. via an easily accessible web-page on the provider's website in the Greek language, used exclusively for the purpose of informing subscribers/users of changes to the contractual terms and price lists; and
- ii. by a reference, in a visible part of the printed or electronic bill or in a relevant form that accompanies the bill, urging the subscriber to be informed on the special website, indicating the relevant link.

In the case of a fixed-term contract terminated as above, the obligations of the parties shall 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) for a price, upon express permission by the subscriber (opt-in).

(l) In case of modification of the price lists for the services provided, the subscriber/user shall be given the opportunity to oppose the modification and

terminate the contract free of charge after the subscriber/user becomes aware of the above modifications, at any time up to two (2) months where a monthly billing cycle applies, up to three (3) months where a bi-monthly billing cycle applies, or up to one (1) month in the case of prepaid telephony services, from the entry into force of the respective contract, provided that the termination enters in force earlier than one day before the day of activation of the new price lists, without prejudice to the following:

- (i) reductions in price lists;
- (ii) price lists relating to international calls and international roaming services outside the EU, and provided that no special charging plans or talk time are included in the monthly fee of the contract applicable to that country;
- (iii) line transfer charges and reconnection charges;
- (iv) price lists relating to multimedia information calls;
- (v) an increase due to the imposition of state taxes and/or fees imposed on the pricing of services provided (imposed as state taxes), or imposed directly under EU or Greek law.

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. It is a necessary condition that the subscriber using prepaid telephony services has made a purchase of the package related to the increase, until the time of the announcement of the relevant increase/modification of the invoices.

Information on the changes to the price lists shall be given to the subscriber/user in accordance with the provisions of paragraph 3.4. of this Annex.

In 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.

It shall be allowed to increase the monthly fee within the fixed term of the contract, only in case of technological changes which force the provider to continue to provide the service to the consumer without allowing for an alternative and thus causing a significant increase of wholesale costs, leading to an upgrade of the services provided, and provided that EETT has been informed accordingly, without the consumer forfeiting the right to terminate the contract free of charge on account of the above increase, in accordance with the provisions of the fourth paragraph of section 3.3(k).

- (m) 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.

- (n) The provider shall 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) month 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.

- (o) Where the provider offers additional plans and services which are activated and exceed the services plan activated by the subscriber, he shall also provide additional services to corporate subscribers by charging the user of the corporate plan in a separate account which shall be accessible only to the user and not to the company. The user's option to replace the selected corporate plan with another plan is left to the discretion of the provider.
- (p) Providers shall notify EETT, at its request, within 10 (ten) business days, of each standard contract in force and any announced amendments thereto.
- (q) 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 3.3 of this Annex.

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

- (a) The obligations of this paragraph shall not apply to micro enterprises providing number-independent interpersonal communications services, unless they also provide other electronic communications services. These undertakings must, prior to concluding a contract with end users, inform them that they do not have to comply with this paragraph.
- (b) Information on changes to price lists shall include both the type of modification and a detailed description of the new price lists as formulated following 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). The amendment of price lists includes the cancellation of the price list offered.
- (c) The provider shall communicate to the subscriber at least one (1) month prior to their entry into force:
- (i) a description of the price lists which are modified and applicable thereto, as well as details of their differentiation as compared to the previous ones; and
  - (ii) the right to terminate the contract under (i),

using a hyperlink which leads to a provider's microsite or a document that is easy to download. The above must remain active for at least three months after the expiry of the contract of each subscriber.

- (d) Especially in the following cases:
- (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) reductions in price lists;
  - (iii) price lists relating to international calls, SMS and international roaming services outside the EU, and provided that no special charging plans or free talk time are applicable to that country;
  - (iv) price lists relating to multimedia information calls;
  - (v) increase due to the imposition of state taxes and/or fees imposed on the pricing of the services provided (imposed as state taxes).

Notification shall be made prior to the entry into force of the new price lists.

- (e) The hyperlink shall be communicated in at least two of the following ways, using the available contact details provided by the subscriber:

- (i) by a short message (SMS), free of charge;
- (ii) via e-mail;
- (iii) through the provider's web application for management of the subscribers' connection.

- (f) The modification of the price lists is also communicated as follows:

- (i) 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
- (ii) by a reference, in a visible part of the printed bill or in a relevant form that accompanies the bill, urging the subscriber to be informed on the special website, indicating the relevant link.

- (g) In the event of failure to fulfill the obligations under this paragraphs 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.

- (h) Especially in the case of users of prepaid telephony cards, information shall be provided 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.

### 3.5. Liability towards Users

- (a) The provider 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) 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 a 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.

- (f) In the case of malfunction, the provider of internet access services and/or interpersonal communications services at fixed locations 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 to 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.
- (g) Where the subscriber submits a request for a line transfer for internet access services and/or interpersonal communications services at fixed locations, 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.
- (h) Mobile telephony providers shall inform the users of prepaid telephony cards by SMS, 15 days before the expiration of the prepaid service value, of the forthcoming expiration.

### **3.6. Additional Obligations to provide Internet access services and publicly available number-based interpersonal communications number-based interpersonal communications**

#### **3.6.1. Customer Service Departments**

- (a) The 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 service lines;
- (iii) the e-mail address and/or website address in a special form, which he must make available in order for consumers to submit their complaints.

Telephone numbers which do not fall within the category of numbers for which an additional charge is imposed, 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) information on their availability.

The provider shall give justified responses, in writing 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 e-mail or in the form available on the

provider's website, within a limitation period of twenty (20) calendar days after submission.

The provider shall mark each consumer complaint submitted to him in writing 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 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.

In the event of problems/complaints that do not need a written response, for instance where a problem is resolved immediately, the provider shall send an SMS to the consumer to confirm that the problem has been resolved. In case of non-confirmation via SMS (free of charge), the provider must send the consumer a written reply.

(b) The provider shall codify the most frequent problems/questions of end users 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 provider shall submit to EETT, on a half-yearly basis, a report on the most frequent problems/questions of end users reported to the customer service departments and the measures/actions taken in order to address them.

(c) The provider shall serve customers through one or more telephone lines which operate on non-additional charge numbers, on business days and hours. The charge for calls to consumer service lines initiated from the subscriber's network may not be higher than the network charge for landline or mobile phone subscriptions, depending on the type of network where the call is initiated.

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 updated daily 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.
- (f) In telesales through a call from the call center of the provider or any of its partners, or in calls from a customer service department to consumers/subscribers, the calling number shall not be hidden. The call shall not be made during quiet hours, unless the person receiving the call has agreed to be called during those hours. The caller shall first declare his full name, the name of the company for which he works and the name of the company on behalf of which he is calling.

### **3.6.2.Pricing of services**

- (a) Irrespective of whether the charge is based on the volume of information transmitted or its duration, the bills may not include charges for prepaid services for service periods longer than two months following the date of issuance thereof. The bill must include charges for services provided before the date of issuance of the previous bill, which, for technical reasons, were not included in the bill covering the corresponding period.
- (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. The bills shall indicate the deadline for payment and the expiry date of the fixed-term contract. 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. The refund shall be made, provided that the subscriber has no overdue debts from other services to the provider, at the latest within two (2) months and using the same means that the subscriber has indicated as the means for paying bills, unless the subscriber declares otherwise. If the subscriber has not indicated a specific means of payment, he shall be informed through the clearing bill of the methods of credit balance refund. Any costs for the refund of the credit balance to a bank account shall be borne by the subscriber.
- (e) To challenge a bill, the Subscriber shall refer to the Hellenic Consumers' Ombudsman. In the event that the complaints are submitted to EETT, EETT

shall inform the complainants that they should appeal to the Hellenic Consumers' Ombudsman.

### **3.6.2. Emergency Services**

Providers of publicly available number-based interpersonal communications number-based interpersonal communications, where these services allow end users to make calls to a number in a national or international numbering plan, must provide access to emergency services.

### **3.6.3. Phone directory inquiry services**

(a) All providers of publicly available number-based interpersonal communications number-based interpersonal communications assigning telephone numbers must inform their subscribers, including prepaid telephony subscribers, in the context of concluding a relevant contract, about:

- (i) the purposes of printed or electronic lists of subscribers made available to the public or which may be obtained through directory information services;
- (ii) their right to be registered in publicly available telephone directories; and
- (iii) their right to check and, if necessary, to correct or 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) Providers of publicly available number-based interpersonal communications services shall ensure that they themselves address every consumer's query regarding charges for calls to directory inquiry service short codes provided through their networks.

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

(a) The providers of directory inquiry services shall adequately inform users of their company name and the rates for calls 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 provide information by means of a recorded message free of charge, 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 euros per minute. They shall not charge consumers for waiting for connection to the service or, if this is not technically feasible, they shall not respond to a consumer call if there is no line available for the provision of the service.

- (b) In the case of call completion services, they shall 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.
- (c) When advertising the services, charges shall 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 shall be indicated in accordance with the above provisions, throughout the duration of the advertisement, in a fixed manner and not by a trailer.
- (d) 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 shall clearly specify whether the services relate to domestic directory information or international directories.
- (e) The directory information service may include innovative directory information services, such as call completion, the generation of conventional and classified directories, the provision of directory information services in various languages for tourists and migrants, and the provision of value-added services such as information on cinema telephone numbers based on film listings.
- (f) The international directory inquiry service shall be provided through a different short code, other than the short code used for the provision of domestic directory inquiry services.
- (g) It is not mandatory for international inquiry services to cover all countries, however all announcements or advertisement on such services shall clearly indicate which countries are covered.
- (h) Providers shall, when advertising their services, inform customers whether the service provided is complete and disclose the types of numbers covered by that service.
- (i) Providers shall follow the principle of impartiality when processing and disclosing their subscribers' information or information made available to them by other providers of publicly available number-based interpersonal services.
- (k) It is possible to limit the amount of numbers for which directory inquiry service information is provided per call.
- (j) 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 holder of the number for which information is requested.
- (k) 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.

- (l) Providers shall operate a complaint line, to be used free of charge or accessible by geographic number, which must be indicated in the notices-advertisements of the service.

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

- (a) For the purposes of this paragraph, public telephones are telephones permanently installed in public places and publicly accessible around the clock.
- (b) Users of public phones shall ensure that calls to emergency numbers are free of charge, not requiring the use of coins or cards. The above shall be ensured with a relevant clear, visible, readable and indelible notice in the place where the devices are located.
- (c) The provider of public phones shall help to ensure that 75% of the public phones are accessible to people using wheelchairs.

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

Providers of Multimedia Information Services are required to comply with the provisions of the EETT Decision ref. 578/29 of 28 September 2010 (Government Gazette, Series II, No 1651/2010) “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, including the following:

- (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 the user, free of charge, with a recorded 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 euros, 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 to be connected to the service or, where that is not technically possible;
  - (c) the obligation to not answer a consumer's call if there is no line available to provide the service;
  - (d) when advertising the services, and upon publishing the price lists on the provider's website, the obligation to describe charges in a clear manner, as per the above provisions, indicate them clearly, horizontally, and display them on a display surface in the cases of printed or television or multimedia advertising or clearly communicate the charges 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 multimedia advertising, charges must be clearly indicated, in accordance with the above provisions, throughout the duration of the advertisement, in a fixed manner and not by a trailer;
  - (e) 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.

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

- (a) Providers shall, at the time of purchase of the prepaid time:
  - i. provide a brochure containing all pricing information, as described in the next paragraph, or
  - ii. have in place a call center from which detailed pricing information is provided free of charge, or
  - iii. provide 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 provided should indicate, in an adequate and clear manner, the following:
  - 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 reference to the manner of communicating any changes to the invoices, in accordance with paragraph 3.4 and in line with the option to terminate the contract as provided for in paragraph 3.3.

- (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 cannot 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 free of charge or accessible by geographic number
  - v. Any limitations on the use of the card.

### **3.11. Obligations to provide Internet Access**

(a) The provider shall set up nameserves and in particular the Time to Life (TTL) parameter according to RFCs and, 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]

(b) Persons providing Internet access must cooperate with the competent (on-call) EETT unit to discontinue access to the content of specific URLs or IP addresses or domain names in accordance with the provisions of Article 12(x) of Law 4070/2012. Persons with more than fifty thousand (50,000) subscribers providing Internet access must have a system in place for direct discontinuation of access, in accordance with the instructions of the competent (on-call) EETT unit.

### **3.12. 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.

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

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

- (a) The provider shall post a notice, in the vessels providing the services, stating 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.

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

The provisions of this section refer to the provision of electronic communications services on aircraft licensed by the Hellenic Civil Aviation Authority.

- (a) The provider shall post a notice, in the aircraft providing the services, stating at least the following:

- i. Electronic communications services are provided in the aircraft
  - 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 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.

#### **4. Obligations for transparency and disclosure of information of Internet access providers or providers of publicly available interpersonal communication services, in accordance with Article 211 of and Annex IX to Law 4727/2020**

The provider of internet access services or publicly available interpersonal 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. The information shall be posted in a format that is clear, understandable and machine-readable and accessible to end users with disabilities in accordance with Union laws on harmonizing accessibility requirements for products and services.

The obligations of this paragraph shall not apply to microenterprises providing number-independent interpersonal communications services, unless they also provide other electronic communications services. These undertakings must, prior to concluding a contract with end users, inform them that they are not subject to the relevant obligations.

(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. Scope of the services offered and the main features of each service provided, including any minimum quality levels of the services provided and any restrictions imposed by the provider on the use of the terminal equipment provided.
- iii. The process of submission of a service request by 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

- (e.g. operator services, directories, directory inquiry services, selective call-barring, detailed bills, maintenance etc.).
- v. Invoices of the services provided, including information on communication volumes (such as data usage limitations, the number of minutes of voice communication, the number of messages) of specific tariff plans and the applicable price lists for additional communication units, numbers or services, access and maintenance fees, all types of fees for use and special and targeted pricing schemes. 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 minimum call time, 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. After-sales services, maintenance services, including the deadline for the provision of services or the repair of damages to the services provided, and customer support services, as well as the customers' contact details.
  - viii. Quality of services provided.
  - ix. Standard contract terms as defined in paragraph 3.3. of this Annex.
  - x. Dispute resolution and debt settlement mechanisms, 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. Product and service details, including functions, practices, policies and procedures, and changes to the service function specifically designed for disabled end users in accordance with Union law on the harmonization of accessibility requirements for products and services.
  - xiii. If the undertaking is a provider of number-based interpersonal communications, information on access to emergency services, caller identification information, or any restriction on the latter case. If the undertaking is a provider of number-independent interpersonal communications services, information on the extent to which access to emergency services may be supported or not.
  - xiv. Description of the measures taken to ensure equivalent access for end users with disabilities.

(b) With regard to the disclosure of the above information, the following requirements must be met cumulatively:

- i. Communication of the above informational material, in particular of the applicable contract, or any part thereof, to any end user, at his request. Such communication may also be carried out with the use of a hyperlink to a document that is easy to upload, which is kept unchanged throughout the term of the conditions and for three months after those are abolished.
- 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, as per this decision, 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 "Retail Prices for Telecommunications and Postal Products Supervision" System shall also be updated 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.

## **5. Obligations of Internet access providers or providers of publicly available interpersonal communication services, in accordance with Article 223 of Law 4727/2020**

### **5.1. Discontinuance of Services**

- (a) The provider shall be entitled to temporarily or permanently discontinue the provision of 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 temporarily, and provided that this is compatible with the specific service, the subscriber shall be able to receive calls, to the extent that those calls are not charged to the subscriber, and shall 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), and the following services shall also be provided: Internet access service with a minimum speed of 256 Kbps or access to gov.gr, and the website of the Independent Authority for Public Revenue (IAPR), as a minimum.

- (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-day 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) day period. Only in the event that the temporary discontinuance coincides with the entire billing period, the provider may charge only 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 indicated 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 in the same manner that he uses to inform about the activation of the temporary discontinuance, and the subscriber may apply for the permanent termination of the provision of services.

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

- (a) Subscribers' bills issued for the provision of services provided by the 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 or electronic bill form. Especially regarding consumers for which the following apply:

- (i) they enter into new contracts and enjoy telephony services in conjunction with internet access services provided by the same provider; or
- (ii) the service is provided to a corporate TIN; or

- (iii) they have provided the provider with an e-mail address; or
- (iv) they have registered in the provider's connection management web application;

the bill information and the detailed billing report shall be provided at the discretion of the provider either as part of the billing form or by being sent to the subscriber's e-mail address or through access to a relevant service on the provider's website using the user ID and security code (pin) or via a hyperlink (link) sent by the provider to the subscriber, unless the subscriber declares that he wishes to receive the bill in paper or electronic form, in accordance with point (10)(i) of paragraph 3.3(i), at the discretion of the provider. The hyperlink shall be communicated in at least two of the following ways, using the available contact details provided by the subscriber:

- i. by a short message (SMS), free of charge;
  - ii. via e-mail;
  - iii. through the provider's web application for management of the subscribers' connection.
- (b) Where bill information and the detailed billing report are not provided on the printed bill form:
- i) the subscriber shall be informed of the issuance of the bill either by e-mail 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) At the initiative of the provider, consumers shall be informed both of the change in how the bill is sent and of how not to accept this change, at least twice, and especially in the last two bills issued before printed bills stop being sent. Non-acceptance of the change may be communicated by telephone on a line used by the consumer free of charge or at the provider's stores or by letter or e-mail, attaching in each case a copy of an identity card or passport, or through the online application of the provider for managing the subscribers' connection, with a user ID and a PIN.
- (d) The obligation to provide a minimum level of detailed billing shall not apply if the subscriber explicitly states that he does not wish to receive it.
- (e) In the call analysis included in the bills as well as in the call analysis provided in case the subscriber requests the call analysis for a previous bill, it shall be indicated that the subscriber's free-of-charge calls are not included, where the provider has chosen this option.

### **5.3. Cost control**

The provider of voice communications or online access shall inform its subscribers via its online application for managing the subscribers' connection

and by SMS or by e-mail if their usage exceeds 80% and 100% of their monthly mobile telephony plan or prepaid plan [talk time, messages (SMS) and mobile data plan (MB)] on each service included therein. The re-activation of a prepaid plan for data usage requires the explicit consent of the consumer, given by text message (SMS).

Especially in the case of services that are provided at fixed locations, notification via SMS or by e-mail shall be possible only if the subscriber has provided the necessary information. The above obligation for services provided at fixed locations shall not apply to service plans for unlimited local calls, long-distance calls and calls to mobile phones and unlimited Internet use, regardless of whether other, limited-use, services are also offered in that context.

#### **5.4. Provision of additional facilities**

- (a) The provider of voice communications or interpersonal communications services based on numbers shall provide, at the request of the subscriber, a free selective blocking of outgoing calls (in particular to all Multimedia Information Services (MIS) or to specific numbering lines). This may also apply to the receipt of all MIS SMS or of MIS SMS from specific numerical series.
- (b) The voice communications 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.
- (d) Option to deactivate the third-party charge. The provider shall provide the end user with the option of deactivating the third-party charge. By selecting this option, the end user deactivates the possibility of a third party, a service provider, to use the account of the Internet service provider or the provider of a publicly available interpersonal communication service to charge for its products or services. This option shall be provided via a call to a line free of charge or by visiting a store or through the provider's web application for managing the subscribers' connection. Especially regarding third-party content services, the provider may, if it cannot deactivate the third-party charge itself, direct the subscriber through its web application to the corresponding application of the content provider / third party where the subscriber may delete the content service subscription himself.

- (e) If the internet access service 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 must, for a total period of six (6) months (including the above two- (2) month 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.

No e-mail address is assigned 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 and only to the user who was the previous holder of the address.

- (f) Advice on price lists. The provider must operate a call center to provide information on price lists to end users who request information about tariffs lower than theirs, if any. The same information shall also be provided by e-mail if the question is submitted by e-mail.

## **6. Access obligations to numbers and services, in accordance with Article 205 of Law 4727/2020**

- (a) Where non-geographic numbers are allocated to the interpersonal communications service 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.
- (b) The 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, regardless of the technology and devices used by the operator, which include numbers provided for by the Member States' national numbering plans and the universal international toll-free call numbers.
- (c) In the event that a consumer or a provider 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), in particular regarding charges at least three times the usual charges (average of the last 6 months), EETT may require providers 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 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 an electronic communications network and/or service suspects 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.

THE CHAIRMAN

PROFESSOR KONSTANTINOS MASSELOS