



Draft Regulation for

“Protection of consumers and subscribers of public
electronic communications services”

Public Consultation Document¹

(Approved by AKEP Steering Council Decision No. 14 of 28 April 2026)

¹ Please refer to [Appendix 1 ‘Explanatory Note to the public consultation document’](#) at the end of this document for explanations and clarifications regarding the proposed draft-regulation, including the public consultation process and questions for stakeholders.

CHAPTER I

General provisions

Article 1

Purpose

This regulation aims to establish detailed rules for the implementation by undertakings of the obligations of Law 54/2024 relating to end-user rights, transparency, contracts, switching of provider, availability of services, emergencies, accessibility and associated facilities.

Article 2

Object and scope of action

1. This regulation sets out the rules for the implementation by operators of electronic communications networks and/or services of obligations relating to:
 - a) contractual information requirements including the provision of pre-contractual and contractual information to end users;
 - b) publishing and updating information on tariffs and service conditions;
 - c) notifications to end users, including notifications of contractual changes and contract termination;
 - d) the rights of end users regarding contract modification and termination.
2. This regulation aims to ensure a high level of transparency and protection for end users, as well as comparability of offers in the electronic communications market.
3. This Regulation applies to undertakings providing public networks and/or publicly available electronic communications services in the territory of the Republic of Albania to end-users/subscribers of the Consumer category, as well as to all other subscribers with regard to the procedures for handling complaints and resolving disputes between the subscriber and the undertaking.
4. This Regulation applies, where applicable, also to relationships with end-users of the non-consumer category who are microenterprises/small enterprises/NPOs, except in cases where such subscribers expressly waive certain rights, as defined in this Regulation.
5. In accordance with Article 137 of Law No. 54/2024, the provisions of this Regulation shall not apply to micro-enterprises providing number-independent interpersonal communication services, unless they also provide other electronic communication services.

Where a micro-enterprise providing number-independent interpersonal services benefits from the above-mentioned exemption, that micro-enterprise shall inform end-users of such exemption before concluding a contract for the provision of number-independent interpersonal communications services. This exemption, when applied by the micro-enterprise, shall also be clearly stated on its website and included as a disclaimer in the contract concluded with the end-user.

Article 3

Definitions

Except as provided for by Law 54/2024, and other sub-legal acts implementing it, for the purposes of this Regulation, the following terms have the following meanings:

“User” is anyone (natural person or legal entity) who uses or seeks to use electronic communications services available to the public. *(Article 4 Law 54/2024)*

A user can be a natural person or a legal entity.

“End-user” is a user who does not provide publicly available electronic communications networks or services. *(Article 4 Law 54/2024)*

An end user can be of the Consumer category or the non-Consumer category (Enterprise/Business etc.).

“Consumer” is any end-user who is a (natural) person and who uses or requests an electronic communications service, available to the public, for purposes that are not related to commercial activity, business, craft or the exercise of a profession. *(Article 4 Law 54/2024)*

“End-users of the microenterprise, small enterprise or non-profit organization category ” are end-users of the non-Consumer category who are enterprises or non-profit organizations defined/categorized as such under the legislation in force² and who seek to conclude or conclude a subscription contract on behalf of the enterprise or organization as an end-user of the non-consumer category (Business) with no more than 49 end-users of publicly available electronic communications services, except for transmission services used for the provision of machine-to-machine services.

“Subscriber” is any individual or legal entity (natural person or legal entity) who has entered into a contract with an undertaking providing publicly available electronic communications services, for the benefit of the services provided;

“Post-paid Subscriber” is a subscriber who pays for the service based on the invoice issued by the undertaking, on a periodic/monthly basis;

“Prepaid subscriber” is a subscriber/end user with a prepaid tariff plan (consumption based/per unit charging and/or prepaid bundles/offers) based on prepaid credits.

“Pre-Contractual Information” means the (complete) contractual information made available to the end-user by the service provider prior to the conclusion of the contract in accordance with the requirements of point 1 of Article 141 and Article 180 of Law 54/2024 and this Regulation.

“Contract Summary” is the document with the pre-contractual summary information made available to the end user by the service provider before the conclusion of the contract according to the requirements of points 5 and 6 of Article 141 of Law 54/2024 and according to the model and in accordance with the requirements of [AKEP Regulation “On Establishing the contract summary template to be used by providers of publicly available electronic communications services”](#), approved by AKEP Steering Council Decision no. 1, on 2.02.2026.

“General/standard terms and conditions” are the terms and conditions of service provision that apply generally to a category of users or to the public (also referred to as standard terms and conditions/standard Contract);

² Law 43/2022 “On the development of micro, small and medium-sized enterprises”.

“Individual conditions” are conditions specifically defined for a particular subscriber, which are not available to the general public.

“Instalment contract for physical connection” means a contract pursuant to point 4 of article 144 of Law 54/2024, in which a Consumer subscriber, Micro or Small Enterprise or Non-Profit Organization, as the case may be, has agreed to make instalment payments exclusively for the installation of a physical connection, in particular for a very high-speed network connection, excluding the provision of any Terminal Equipment, and which is separate from any contract or contracts for the provision of a Public Electronic Communications Service or Package of Services;

“Contract Term/Contractual Commitment Period” (in Law 54/2024 also referred to as the duration of the contract (with a fixed term) or the initial contract term)) means a period starting on the date when the terms of the contract agreed by the Undertaking/Service Provider and the Subscriber enter into force and ending on a date specified in that contract, and during which the Subscriber is required to pay for the services, facilities and/or Terminal Equipment provided under the contract and the Undertaking/Service Provider is obliged to provide them;

“Monthly subscription fee” means the amount that the subscriber with a post-paid/hybrid tariff plan is obliged to pay at regular time/monthly intervals to the electronic communications service provider for the services and/or facilities included in the subscription contract, excluding any payment for additional usage or additional services/facilities that are charged separately.

“Monthly Subscription Fee Change Information” means the information that must be provided to the subscriber in the event that the monthly subscription fee changes during the commitment period/fixed contract period, and which includes at least: a) the changed monthly subscription fee(s), expressed in Albanian Lek (ALL); and b) the date from which any such change in the monthly subscription fee takes effect.

“Early termination fee/penalty” means a payment that the subscriber may be required to make in the event of termination of the contract before the end of the commitment period. *(This fee applies only to contracts with periodic payment/monthly subscription fee (e.g., post-paid) that include a commitment period).* "

“Procedure for handling complaints” is the set of procedural and formal actions that undertakings must follow to handle complaints from their subscribers, in accordance with the provisions of this Regulation.

"The Commission for Alternative Dispute Resolution – ADR Commission", is the relevant structure in AKEP established by Order of the Chairman of the SC for the resolution of disputes between end users, including consumers, and providers of public electronic communications networks and/or services (hereinafter, undertakings), according to the provisions of Article 46 of Law 54/2024, and which also performs the functions of the structure responsible for alternative dispute resolution (ADR) in the field of electronic and postal communications, according to the provisions of the legal and sub-legal acts in force for consumer protection.

"Durable medium" is any medium that enables the consumer/end user or the provider of public electronic communications services to store information addressed personally to him, in order to allow reference for information purposes, in the future, for an appropriate period of time, and that allows the unchanged reproduction of the stored information.

“Express Consent” means the clear agreement of a Subscriber to enter into a contract with a Communications Provider, or to transfer his/her public electronic communications service(s) or to port his/her telephone number(s), where such consent has been obtained by the Communications Provider in a manner that has enabled the Subscriber to make an informed decision. Express Consent may be given by signing the contract and/or by using durable electronic means in accordance with the relevant legislation.

Article 4

General principles

1. All undertakings shall ensure that the information provided to end users is:
 - a) clear, precise and understandable;
 - b) complete and not misleading;
 - c) easily accessible and free of charge.
2. Information shall be provided in a timely manner, so that the end user can make an informed decision before entering into a contract.
3. Any changes in contractual conditions or tariffs shall be communicated in a transparent manner and in accordance with the requirements of this Regulation.
4. Undertakings shall ensure that the information published and communicated is consistent and verifiable.

CHAPTER II

Requirements for contracts

This section contains obligations for undertakings to provide the consumer/subscriber with pre-contractual information, including the contract summary and the information that subscription contracts must contain, conditions for the provision of emergency services and calls to the unique emergency number 112, obligations for the duration of contracts and notification before the termination of fixed-term contracts, the provision of annual information on the best tariffs, special conditions for the protection of prepaid users such as the validity period of recharges, etc.

Article 5

Subscription Contract/Contract Documentation

1. The rights and obligations in the relationship between the undertaking/provider of public electronic communications services and the subscriber are regulated through their joint contract (Subscription Contract), the provisions of which must be in accordance with Law No. 54/2024 and its by-laws, including this Regulation, as well as relevant applicable legislation such as consumer protection legislation³ (applicable to end-users/subscribers of the consumer category).
2. The Subscription Contract or agreement between the undertaking, provider of public electronic communications services, and the subscriber consists of one or more documents, which together form the contractual agreement.

The contract includes, at least, the following documentation/information:

³ Law No. 9902, dated 17.04.2008 "On Consumer Protection", as amended, which is currently in force, is in the process of being amended/replaced (by the Ministry of Economy), with a new law on consumer protection, as part of full alignment of albanian legislation with the relevant EU Acquis on consumer protection.

- Pre-contractual information, made available to the consumer before the conclusion of the Contract according to points 1-4 of Article 141 of Law No. 54/2024 and this Regulation;
 - The Contract Summary, made available to the consumer before the conclusion of the Contract, according to points 5 and 6 of Article 141 of Law No. 54/2024 and the Regulation on the Model Contract Summary;
 - General Terms and Conditions of the Contract (or Standard Terms and Conditions of the Contract drafted in accordance with the provisions of this Regulation, including the models of [Annex 1 to this Regulation](#) and published in accordance with point 2/ç of Article 142 of Law No. 54/2024 and this Regulation;
 - Service/services and the corresponding Tariff Plan selected by the subscriber;
 - Subscriber Registration Form/Contract Form
 - any other document directly related to the service provided.
3. Any document referred to in point 2:
- is considered an integral part of the contract;
 - must be consistent with other documents;
 - cannot contain contradictory provisions.
4. Promotions or commercial offers form part of the contract only if they are expressly included in the contractual documentation provided prior to the conclusion of the contract.
5. In the event that the contract consists of several documents, the operators shall clearly define their order of priority. In the absence of such a definition, the order of priority shall be as follows:
- i. contract summary;
 - ii. individual contractor information;
 - iii. specific terms of service (e.g., tariff plan);
 - iv. general terms and conditions.

In case of inconsistency between the contract documents:

- the most specific document is applied;
- interpreted in favour of the end user.

Any unclear contractual provision is interpreted in favour of the consumer.

6. Undertakings cannot use general terms and conditions to limit rights set forth in more specific documents or to impose clauses that create ambiguity or conflict between contractual documents.
7. Undertakings clearly identify all contractual documentation that constitutes the Subscription Contract in the General Terms and Conditions of the Contract document (or Standard Terms and Conditions of the Contract/Model Contract) published pursuant to Article 142 of Law No. 54/2024, and inform the subscriber about the structure of the contractual documents.

Article 6

Transparency of contract documentation

1. Undertakings in the General Terms and Conditions of Contract document (or Standard Terms and Conditions of Contract/Model Contract):

- clearly identify all contractual documentation that constitutes the Subscription Contract published pursuant to Article 142 of Law No. 54/2024;
 - make them available before the conclusion of the contract.
 - inform the subscriber:
 - that the documents constitute a single agreement;
 - about the importance of their preservation.
2. The Undertaking may offer additional services, promotions or third-party services which may have special conditions but must not infringe the basic rights of the subscriber set out in the Basic Contract/GTC. Any additional conditions must be clear and distinguishable from the basic contract.

Article 7

Pre-contractual information and Contract Summary

1. Before an end-user/subscriber of the Consumer category concludes a contract or has accepted a corresponding offer, providers of publicly available electronic communications services, except for transmission services used for the provision of machine-to-machine (M2M) services, provide pre-contractual information referred to in the law on consumer protection (articles 35 and 36), as well as the information that will be contained in the subscription contract according to the definitions in point 1 of article 141 and article 180 of law 54/2024, according to the specifications including the requirements and specifications given in this Regulation. This information is provided to the extent that it is related to the service provided and according to the manner of conclusion of the contract: on-premises, remotely (distance contracts) or off-premises of the undertaking.
2. The information referred to in point 1, regarding the price, includes in a visible and clear manner [the “Monthly Subscription Fee”](#), including any [“Expected Change in the Monthly Subscription Fee” that the subscriber/consumer will pay throughout the duration of](#) the fixed-term contract/contractual commitment period, expressed in Lek including VAT (changes declared in percentage are not permitted).
3. The contractual information referred to in points 1 and 2 shall be provided to the consumer in a clear, accurate and understandable manner:
 - a) through a [durable medium](#); or
 - b) when this is not possible, in an easily accessible and downloadable document.

The undertaking clearly informs the end user about the availability of the document and the importance of saving it for later reference.

In cases of application of point “b”, the undertaking sends the relevant link to the consumer by a durable medium such as an SMS message, email, etc. This point applies when the General Terms and Conditions and the subscriber's chosen tariff plan are published according to article 142 of law no. 54/2024. For monthly discounted tariffs, the information is provided by a durable medium.

4. Undertakings are obliged to make available to the end user/subscriber of the Consumer category, free of charge, the Contract Summary, in accordance with the AKEP Regulation on “[Establishing the contract summary template to be used by providers of publicly available electronic communications services](#)”, approved by Steering Council Decision no. 1, on 2.02.2026.

Information about the tariff on the contract summary includes the Information referred to in Point 2 above: “[Monthly Subscription Fee](#)”, including any “[Expected Change of Monthly Subscription Fee](#)” including every change that the Subscriber/Consumer will pay throughout the duration of the fixed - term contract/contractual commitment period, expressed in Lek including VAT.

5. The Contract Summary shall be provided to the consumer before the conclusion of the contract. Where, for objective technical reasons, the summary cannot be provided at that time, it shall be provided without undue delay and the contract shall enter into force only after the Consumer has received the summary and given [his express consent](#).
6. At the request of the end user, the contract information and the contract summary shall be provided in a format accessible to users with disabilities, as defined in [Chapter VII](#) of this Regulation.
7. The contract information and the contract summary constitute an integral part of the contract and are binding on the parties. These elements cannot be changed unilaterally by the undertaking.
8. Undertakings ensure that the contract information, contract summary and contract conditions are consistent with each other.
9. The provisions of this article also apply to end-users who are micro, small enterprises or non-profit organizations, except in cases where they have given express consent to waive these rights, according to the model set out in [Annex 3](#) of this Regulation.
10. The subscription contract is considered concluded and enters into force only after the respective Subscriber:
 - a) have received the pre-contractual information and contract summary; and
 - b) to have given [express consent](#) to conclude;
11. In cases where the contract is concluded in shopping centres/points of sale, undertakings shall ensure that end-users are made available, before the conclusion of the contract, in printed form:
 - a) contract summary; and
 - b) key contractual information, including prices and essential terms of service.

The complete contractual documentation is made available on a [durable medium](#), in printed or electronic format, at the choice of the end user Consumer.

If requested by the Consumer end user, the full contractual documentation is made available in printed format free of charge.

12. For the conclusion of distance or off-premises contracts, undertakings implement specific requirements for these types of contracts in accordance with the provisions of the law in force on consumer protection (articles 36-39), applicable legislation such as the law on electronic commerce, electronic signature, the law on electronic identification and trusted services, etc. In this process, compliance with the provisions of Law No. 54/2024 "On electronic communications in the Republic of Albania" as amended, including Article 155 regarding the identification and registration of subscribers, according to the provisions in Article 9/1 of this Regulation, as well as the obligations provided for by the law on the protection of personal data in force, must also be ensured.
13. Undertakings maintain documented evidence of the Subscriber's [express consent](#), including, as applicable:
 - a) sound recordings;
 - b) electronic confirmations (click, SMS, email);
 - c) signed documents.

Article 7/1

Form of provision of pre-contractual information and contract summary

1. Pre-contractual information and the contract summary are made available to the subscriber Consumer through a [durable medium](#), prior to the conclusion of the contract, as defined in Article 141 of Law 54/2024 and Article 7 of this Regulation.
2. Pre-contractual information and/or contract summary may be made available through an easily accessible and downloadable document (e.g., via an electronic link sent by SMS or email), referred to in Article 7, only in cases where this information is general or standardized and does not contain elements individualized to the subscriber.

Electronic links may be used to provide information only if:

 - a) the document is general or standard; and
 - b) the content does not change depending on the subscriber.
3. In cases where the pre-contractual information or contract summary contains individual elements such as personalized or individually negotiated (which are not part of the published standard documentation/offers/tariff packages), the provider ensures that this information is provided directly to the subscriber on a durable medium, in order to guarantee its preservation, accessibility and unchanged reproduction.

Article 8

Format and publication of information on the terms of the contract

4. Undertakings, providers of internet access services and interpersonal communication services, in accordance with the provisions of Article 142 of Law No. 54/2024, are obliged to publish on their websites the standard/general terms and conditions of the standard contract for the relevant service(s) that will apply to end users/subscribers and any changes thereto at least 30 days before they enter into force. The publication on the website is carried out by the undertaking in a section easily accessible and distinguishable by consumers/subscribers, including in this publication:
 - a) the date of entry into force;
 - b) contact details of the undertaking such as telephone number, *e-mail* address, to make the 'large print' or 'braille' version of the published document available to persons with disabilities.
5. General terms and conditions should be clear, structured and differentiated according to the type of service provided, including at least the distinction between prepaid and post-paid/monthly subscription services.

Undertakings are obliged to draft and publish specific general terms and conditions for the services provided:

- for post-paid subscribers and for prepaid subscribers (if these are offered as payment methods) and
- by subscriber/end user categories: consumers (individual), for personal use and business (use for business purposes), if general terms and conditions different from those for Consumers are offered for the Business category.

Terms and conditions that are not applicable to the relevant type of service/category of subscriber should not create ambiguity or be interpreted as binding on the subscriber.

The terms and conditions of provision of prepaid services must not be less favourable than those applied to post-paid subscribers for the same services, under the same conditions, and must be in accordance with the provisions of this regulation (Article 15 and Article 15/1).

Undertakings shall ensure that the general terms and conditions (GTC) for each type of service (prepaid and post-paid) contain, at least, the elements set out in [Annex 1](#) of this Regulation.

Undertakings ensure that subscribers are only informed about GTC that are applicable to the selected service.

6. Mobile service providers and fixed-line internet access service providers with 10,000 or more subscribers are required to submit the general terms and conditions of the standard/model contract or their amendments to AKEP for assessment 30 days prior to the publication of the general terms and conditions of the standard/model contract or their amendments, by submitting a copy of the model contract containing the general terms and conditions, including the tariff plans/category of

Customer subscribers to which they apply, and the pre-contractual information made available to Customers.

7. AKEP shall evaluate the information submitted under point 4 above and reserves the right to request changes to the general terms and conditions and other elements of the standard contract within 15 days, if they are not in accordance with the provisions of Law 54/2024, and other applicable legal and sub-legal acts, including the provisions of this Regulation.
8. Notwithstanding the provisions of point 5 above, AKEP, in accordance with point 3 of article 142 of law no. 54/2024, has the right to request at any time and from any undertaking changes to the published information on the standard terms and conditions of the subscription contract and any other type of contractual documentation, in cases where it deems it necessary if they are not in accordance with the provisions of law 5nr. 4/2024 and this regulation and other applicable acts. AKEP, through the relevant consumer protection structure, carries out the assessment of the information filed under point 5 above and has the right to request changes to the general terms and conditions and other elements of the operator's standard contract, if they are not in accordance with the provisions of law no. 54/2024, the provisions of this regulation and other applicable legal and sub-legal acts.
9. The font used in the GTC and all contract documentation must be such that the text is easily readable. The font size must be at least 10 points.

Article 9

Undertaking and subscriber identification data

1. As part of the information about the identification data of the recipient and the subscriber, the subscription contract concluded between the service provider and the subscriber shall include at least the following elements:
 - 1.1. For the undertaking (the following information is included in the GTC and any contractual documentation):
 - name and official address (headquarters) as registered in the Central Registration Office and the National Tax and Customs Administration-NIPT, registration number in the AKEP Register for the provision of public electronic communications networks and services under the general authorization regime for the services that are the subject of the contract;
 - the undertaking's trade name, if it is different from the undertaking's registered name;
 - contact details of the undertaking for subscriber information and complaints: telephone number, postal address, address of the undertaking's official website, including a link to a section dedicated to subscriber complaints.
 - 1.2. For the subscriber:
 - the name and address of the subscriber;
 - The subscriber's Unique Personal Identification Number, and/or NIPT if the subscriber is a natural or legal person (business);
 - the physical address where the subscriber/terminal device will be connected to the fixed public

network (applicable only to services from fixed networks: internet access and number-based interpersonal communication services);

- details of the durable medium that will be used for notifications and/or monthly invoice sending: email address and/or mobile phone number for SMS (active)

Article 9/1

User data registration and their storage and management

Registration

1. Pursuant to Article 155 of Law No. 54/2024, every operator of electronic communications networks and/or services is obliged to register end-user data, including subscribers with a subscription contract (post-paid) and users of prepaid services, according to the Registration Form set out in [Annex No. 4](#) of this Regulation.

The identification of the end user and the verification of his identification data, for the purposes of registration according to [Annex 4](#) of this Regulation, is carried out by the undertaking through physical verification and/or by electronic means.

In case of using electronic means, the undertaking ensures that the verification process is in accordance with the legislation in force on electronic identification and trusted services in the Republic of Albania (currently Law No. 107/2015, dated 01.10.2015, in the process of amendment/replacement with a new law), and is carried out only with the consent of the end user.

The identification process must ensure the correct connection between the end user/subscriber and the activated service identifier.

Activating the service before completing the identification process and completing the Registration Form is prohibited.

Storage and management of registration data

2. Undertakings of electronic communications networks and/or services are obliged to store end-user registration data, collected in accordance with [Annex No. 4](#) of this Regulation, in a secure, complete and up-to-date manner.
3. Registration data must be managed in a way that enables the identification of the end user in relation to the activated service and the corresponding service identifier.
4. Undertakings ensure the integrity, confidentiality and protection of registration data, in accordance with the legislation in force on the protection of personal data and the security of electronic communications networks and services.
5. Registration data is made available to the competent authorities, in accordance with applicable legislation and relevant legal procedures.
6. Registration data is stored for the entire duration of the contractual relationship with the subscriber and thereafter for as long as is necessary for the purposes for which they were collected and in accordance with the deadlines set out in applicable legislation.
7. Undertakings shall ensure that registration data is accessible and efficiently searchable for verification purposes and cooperation with competent authorities.

Article 10
Description of services and quality of service

1. As part of the information on the services provided and the quality of the service, the Undertaking in the GTC and the contract concluded with the subscriber must include a description of the service/services that are the subject of the contract, including the following elements:
 - a) product name (offer or tariff plan) - to identify and distinguish it from other products offered by the undertaking;
 - b) the method of payment for services, by prepayment or post payment, or a combination thereof;
 - c) services included in the offer/tariff plan (i.e., stand-alone services, bundle, elements included in the package);
 - d) the extent to which the product and service is designed for users with disabilities (if applicable);
 - e) reference via a link to the website of the undertaking publishing the coverage area with mobile network service;
 - f) for bundle packages, the quantity of service units included in the tariff package such as calls, SMS, data, roaming services, etc., as well as any fair use policy for the services, if any;
 - g) the audio-visual content included (if any) such as the name of the package, the number and list of TV channels included in the package. This information also includes an explanation of the operator's level of control over the content of the TV channel list, and whether it is subject to change during the duration of the contract, as well as the operator's obligation to notify the subscriber of any reduction in the TV channel list and the measures available to the subscriber for compensation and/or termination of the contract without penalty in the event of reduction/removal of certain TV channels from the package;
 - h) types of maintenance and customer care services provided;
 - i) non-electronic communications services (if any) such as Cloud services, end devices included in the tariff package such as telephone, modem or router, as well as any restrictions on their use, etc.;
 - j) for mobile networks, information on roaming services, the method of their activation, use and charging is also included, including information on regulated roaming services according to the relevant AKEP decisions, control of roaming expenses through financial and/or quantitative limits and cut-off mechanisms, as well as protection from unwanted roaming in border areas within the territory of Albania;
 - k) clarification of the obligation to provide access to emergency services and caller location information, and any restrictions on the provision of location information services, as defined in Article (8) below.
2. As part of the information on the main characteristics of each service provided, providers of public electronic communications services, in addition to the transmission services used for the provision of

machine-to-machine (M2M) services, also include the minimum levels of quality of service provided, such as the time for initial connection, the time for repairing defects and, where appropriate, other quality parameters guaranteed by the service provider according to the relevant AKEP regulation on service quality indicators (Regulation no. 16, date 16.04.2010) ⁴, as well as the methods of compensation and reimbursement of the subscriber in cases where the contracted service does not meet the level of quality foreseen in the contract.

If the undertaking does not offer/guarantee a minimum level of service quality, other than internet access service and public telephone service, this must be clearly stated in the information about the service provided.

3. In addition to the above information, Internet access service providers include in the contract with the Consumer subscriber information on Internet access speeds as defined in Articles 178-180 of Law 54/2024 and the AKEP Guidelines for the Open Internet.

Article 11

Access to emergency services and information on caller identification and location

Undertakings providing number-based interpersonal communication services must include in the contract with the subscriber and the general terms and conditions of use of these services clarifications regarding access to emergency services and information on the identification and location of the calling number, and any limitations on the latter, in particular the following:

- 1) *The subscriber can make calls to the unique emergency number 112 and other emergency numbers, free of charge/means of payment and at any time, from any telephone device, including cases when the public telephone service is limited or temporarily interrupted due to non-payment or non-fulfilment of other contract conditions.*
- 2) *Providers of public telephone services that offer access to the public electronic communications network via IP platforms, i.e. the telephone set is directly connected to the router/modem and the fixed telephone service operates only through broadband internet access, must include an explanation that the telephone service and calls to emergency numbers operate only through modem/internet access, and that in the event of a lack of electricity or internet access, the subscriber cannot use the telephone service, including calls to emergency numbers.*
- 3) *For each call to emergency numbers, the operator/service provider automatically forwards the subscriber's caller identification number (CLI) to the competent emergency bodies handling these calls. This CLI information is automatically forwarded even in cases where the subscriber has selected/activated caller identification withholding (CLIR).*
- 4) *For each call to emergency numbers, **especially to numbers 112 and 127**, the operator/service provider forwards to the competent emergency bodies handling these calls information on the location of the calling number (Caller Location Information) as follows:*

⁴ Regulation no. 16, dated 16.04.2010, on "Service Quality Indicators".

- a. *For calls from public fixed networks, the address of the subscriber of the fixed telephone number is forwarded or used according to the data available to the service provider for the subscriber. This information must be as accurate as possible and for any change of address of the subscriber, the relevant update is also carried out with the bodies handling calls to emergency numbers.*
- b. *For calls from mobile networks, the mobile operator automatically transmits information about the caller's location to the relevant emergency number platform:

 - i. *based on network information (network-based information) through the identification of the network cell where the call originates and, when possible, the coverage radius of the respective cell,*
 - ii. *as well as in cases where it is technically possible (depending on the type/model of the mobile device) and location information based on the mobile device, e.g., Advanced Mobile Location (AML) or Emergency Location Service (ELS). This information is automatically sent by the mobile device via an SMS in cases of calls to emergency numbers.**

5) *Caller location information, including the calling number, received by emergency services structures is used and handled by these structures in accordance with national legislation on the protection of personal data and security measures.*

1. Calls to emergency numbers and information about the calling number and its location are sent to the relevant emergency call answering platform (PSAP) at no additional cost to the emergency services structures and are free of charge to the subscriber.
2. The above provisions regarding the sending of caller location information are applicable when they are technically supported and enabled by the platforms of emergency service structures, which receive and handle calls/communications to emergency numbers.

Article 12

Information on Fees and Payment Methods

1. The service provider includes detailed information on the fees for each service that is part of the contract, through a separate annex to the contract, the List of Services and Prices, including in particular, as applicable:
 - installation fees, activation fees, monthly recurring fee throughout the minimum contract duration;
 - the duration of discounts (if applicable) and the relevant fees after the end of the discount period included in the contract;
 - unit fees for services that are not included in the package;
 - unit tariffs for services such as calls, SMS, data, etc. applicable after consumption of the units included in the package (bundle);
 - penalties, if applicable, for late payments, and the method of their calculation;
 - the possibility or not to transfer unused package units to the next billing period (month);
 - charges for calls to customer care, whether they are paid or not;
 - the price of the terminal equipment included in the package (total fee or periodic monthly fee);

- the method of payment for services, by post payment, prepayment or a combination thereof;
 - any advance payment or deposit made by the subscriber (if any) and the manner of its use and return;
 - how to obtain up-to-date information on all applicable fees.
2. The information on tariffs included in the Annex to the contract must be as complete as possible and the tariffs must be expressed in Lek and include VAT for subscribers in the Individual/consumer category.
 3. Information on tariffs on mobile networks includes tariffs for roaming services as well as regulated international roaming services in Kosovo and the Western Balkans, and the countries where they apply, providing details and information on the level of regulated roaming tariffs and the manner of their use/selection, including any fair use policy where applicable. Information on roaming tariffs also includes explanations for the subscriber on measures for controlling expenses according to the financial and/or quantitative limit as well as on the mechanism of interruption (cut off) in case of reaching the predetermined limit or chosen by the subscriber, according to the definitions of AKEP decisions. The general terms of the standard contract include an automatic financial limit for roaming of 5000 Lek (excluding VAT) or 6000 Lek (including VAT), as well as the possibility for the subscriber to choose another financial limit.
 4. The notes accompanying the tariffs should be clear and include explanations of the charging units and any fair use policy.

Additional measure for the control of mobile consumer spending according to point 8 of Article 141 of Law 54/2024

Notes for subscribers of post-paid mobile package services include clarification on sending informational SMS when the level of 80% of consumption of data units included in the package is reached, as well as when the level of 100% of consumption of units included in the package is reached and the subscriber is subject to charging at standard prices per consumption unit.

In any case when the subscriber reaches 100% of the consumption of the services included in the package, before starting to be subject to charging at standard prices per unit of service consumption, the operator sends the subscriber an informative SMS containing the prices per unit of the main services (such as national telephone calls, national SMS and internet access) expressed in lek (including VAT) per unit of service (minute, SMS and MB). This notification is also accompanied by a link to the operator's website where the full list of prices per unit of service consumption is published.

For the internet access service, used domestically or in roaming, the operator is also obliged, when reaching the 100% limit of package usage, to request confirmation from the subscriber for the continued use of this service at standard unit rates (Lek/MB), and to continue providing the service only after receiving the subscriber's express confirmation/agreement by durable means such as SMS, etc.

5. The general terms of the contract include information on the method of payment for services, and the restrictions or penalties applied in case of late payment of services, as well as the operator's sending warning notices to the subscriber within reasonable deadlines and by [a durable medium](#) before the application of restrictions and/or penalties.

Specific measures of service providers for non-payment of invoices must be proportionate, non-discriminatory and published on the operator's website. These measures must clearly and in detail define in the contract terms the cases when the limitation, interruption of service or termination of the contract

is made according to the provisions of article 121, of law 54/2024, and must guarantee that the end-user is notified in a timely and appropriate manner by [a durable means](#) before their application.

Article 13

Contract duration, conditions for renewal, amendments and termination

Contract Duration

1. Pursuant to point 1, article 144 of Law No. 54/2024, contracts concluded between undertakings and subscribers of the Consumer/individual category for the provision of public electronic communications services other than number-independent interpersonal communications services and transmission services used for the provision of M2M services must not have an initial term/minimum duration (commitment period) longer than 24 months.

In accordance with point 2 of article 144 of Law 54/2024, undertakings are obliged to offer Consumers the possibility of concluding a fixed-term contract with a minimum duration/commitment period of 12 months.

The above definitions are mandatory to be reflected in all contractual documentation such as GTC, Contract Summary, etc.

2. The provisions of paragraph 1 of this article are also applicable to end users/subscribers in the category of *micro enterprises, small enterprises or non-profit organizations*, except in cases where these subscribers waive this right by giving explicit written consent, according to the Model Declaration in [Annex 3](#) to this Regulation.

I have been informed about the possibility of entering into a contract for a term of up to 12 or 24 months and I waive this right.

3. Pursuant to point 3 of Article 147 of Law No. 54/2024, any addition of services or terminal equipment to a subscription contract with the same provider of internet access service or of interpersonal communication services based on publicly available numbers shall not extend the current duration of the contract to which these services or terminal equipment were added, unless the subscriber expressly agrees otherwise when adding the additional services or additional terminal equipment to the contract.
4. The undertaking is obliged to include in the GTC the conditions and procedures for terminating the contract, which should not prevent or discourage the end user from changing the service provider. No clause of the GTC or the specific conditions of the concluded contract should provide for the automatic renewal of the contract for another fixed term/commitment period, except in cases where the subscriber gives his express consent as in the conditions of concluding a new contract with the respective undertaking. The express consent of the subscriber is mandatory for each new period of the Contractual Commitment.

Modification of Contractual Conditions

5. Pursuant to points 8 and 9 of Article 144 of Law No. 54/2024, the Undertaking/provider of publicly available electronic communications services, other than number-independent interpersonal communications services, has the obligation:
 - a. to notify subscribers no later than 1 month in advance of any change in the contractual conditions relating to the Service/services provided, including a Package or any element of the relevant package of services provided, and at the same time,
 - b. inform subscribers:
 - i. of their right to terminate the contract without any additional cost if they do not accept the new contractual terms; and
 - ii. the deadline for exercising this right, which must not be shorter than 2 months from the receipt of the notification by the subscriber.
6. The subscriber's right to terminate a fixed-term contract without any additional costs/penalties for termination before the end of the contract term applies only in cases where the change in contractual conditions has a detrimental effect on the subscriber and does not apply when the proposed contractual changes are exclusively to the benefit of the subscriber, are of an administrative nature and have no negative effect on the subscriber, or when they are imposed for direct implementation by the legislation in force.
7. The subscriber's right to terminate a fixed-term contract without any additional costs/penalties for termination before the contract term, due to changes in contractual conditions with a worsening effect for a service/element part of a package according to Article 147 of Law 54/2024. It gives the subscriber the right to terminate the other elements of the package without penalty.
8. The notification of changes to the contractual conditions is sent by a durable medium by the undertaking.

Notice at the end of the specified term/duration of the Contract

9. Undertakings/providers of public electronic communications services, except for transmission services used for the provision of car-to-car services, must notify and inform the subscriber, 30 days before the end of the minimum contract duration, in a clear manner and through a **durable medium**, regarding:
 - the date of termination of the minimum duration of the contract and its conversion into a contract with an indefinite term/duration after this date;
 - the services that are part of the contract (e.g., fixed/mobile telephone, fixed/mobile broadband internet access, etc.) as well as the current monthly subscription fee and any changes that may occur (if any) in the services and monthly fee after this date;
 - details of the options available to the subscriber at the end of the fixed-term contract term, including the right and manner to terminate the contract without penalty for termination at any time after that date with a maximum of 30 days' notice.
 - Contact details (durable means) of the undertaking for the subscriber to notify/request the termination of the contract in case he/she wishes to terminate the contract.
10. In the event that the subscriber within 30 days of receiving the above notification,

- a) does not require the termination of the contract, it becomes a contract with an indefinite term.
- b) requests the termination of the contract through the means of communication included in the undertaking's notice under point 9 above, the undertaking is obliged to terminate the contract on the date of the end of the minimum contract duration.

Notification for tips on the best rates

11. Providers of public electronic communications services, except for transmission services used for the provision of M2M services, have the obligation to:
 1. at the same time as the notification sent to the post-paid subscriber (or hybrid plan) according to point 9 of this Article, for information on the termination of the minimum duration of the fixed-term contract, inform and advise the subscriber on the best tariff package(s) available for the services used by the subscriber, through personalized information for the subscriber's profile.
 2. provide post-paid (or hybrid plan) subscribers who are under indefinite term contracts with information on the best tariffs/tariff plans available for the services they have contracted at least once during a calendar year.

Article 14

Termination of a fixed-term contract

1. The subscriber has the right to terminate the fixed-term contract without any additional costs/penalties for early termination of the fixed-term contract in the cases provided for in points 8-11 of Article 144 of Law No. 54/2024:
 - a. upon receipt of notification of changes to the contract terms proposed by the service provider, which have a worsening effect, excluding cases where the proposed changes are exclusively for the benefit of the subscriber, are of an administrative nature and have no negative effect on the subscriber, or where they are imposed for direct implementation by the legislation in force
 - b. in cases of significant, persistent or frequently recurring discrepancies between the actual performance of an electronic communications service, if it is not satisfied with the compensatory regulatory measures offered by the undertaking to correct these discrepancies.
2. In the event that the subscriber wishes to terminate the fixed-term contract before its expiry date, except for the cases provided for in Article 144 of Law 54/2024 (point 1 above) or other cases where the subscriber has the right to terminate the contract without penalty according to the contract concluded between the parties, the undertaking has the right to request from the subscriber the payment of a fee/penalty for termination before the expiry date of the fixed-term contract/period in which the subscriber is committed to using the contracted service (contractual commitment period).
3. In cases of application of point 2, the fee/penalty for termination before the minimum contract term that the undertaking may request from the subscriber cannot be higher than:
 - a) payment of the monthly fee for all remaining months of the contract,
 - b) the difference resulting between the total costs that the subscriber is committed to incur throughout the minimum duration of the contract and the level of total costs incurred by the subscriber until

early termination of the contract, if the contract contains such a commitment by the subscriber. In such cases, the lower value between (a) and (b) applies.

Notes:

Monthly fee is the periodic fee (or fees) that the subscriber would pay if they continued to use the service until the end of the contract term.

In the case of personalized or individually negotiated offers, the fee calculation is based on these conditions and not on the published standard offers.

Discounts on monthly fees or promotional offers are not considered unpaid benefits and cannot be recovered through an early termination fee.

The early termination fee cannot be calculated on the basis of published standard fees when the contract has been concluded at a reduced fee.

4. If the subscriber wishes to terminate the fixed-term contract before the end of the term, and chooses to keep the terminal equipment included in the bundle at the time of conclusion of the contract for public electronic communications services (bundle), the compensation for the terminal equipment shall not be higher than its proportional value, calculated on the basis of the declared monetary value of the device at the time of conclusion of the contract or on the basis of the portion of the service fee for the months remaining until the end of the contract term, applying the lower value between them.

The undertaking is obliged to remove all restrictions on the use of the terminal equipment on other networks, free of charge and no later than the date of payment by the subscriber of the compensation for the terminal equipment.

12. The undertaking is obliged to make transparent and include in the contractual document (TCP, Annex of tariffs and services/pre-contractual information, Contract Summary) information on the tariff/penalty for early termination, including:
 - The method/formula for calculating the fee (including illustration as monthly fee x number of months remaining)
 - cases when it applies
 - cases when it does not apply

The penalty/formula for early termination of the contract included in the Special Terms and Conditions applied individually to the subscriber cannot be higher/more unfavourable than the penalty/formula published in the GTC as well as the value calculated according to the provisions of this article of the Regulation.

Article 15

Obligations applicable to the provision of prepaid services by mobile networks

Pursuant to Article 154 and Article 119 of Law 54/2024, the provisions of this Article of the Regulation are applicable to mobile operators as obligations to offer the possibility for consumers to pay for access to the public electronic communications network, the use of voice communication services, internet access or number-based interpersonal communication services, through prepaid systems.

1. [prepaid service user](#) account is a user account with a prepaid monetary value for the use of public communications services, which can be topped up with additional credit after the initial purchase.
2. Before activating the prepaid mobile service, the service provider provides the subscriber with the terms and conditions of service provision, as well as all other necessary documentation that constitutes the contractual relationship or contract between the undertaking and the subscriber.
3. When a prepaid service is activated or when the account credit is topped up, with a limited-term offer or pay-as-you-go credits, the operator shall inform the subscriber in a simple, understandable and easily legible manner about the manner of using the services and crediting the account, including the duration of the subscriber's agreement with the operator and/or the validity period of the offer or PAYG credit on the prepaid account. If no term is set in advance for the contractual relationship of the subscription, the contract in this case shall be considered to be of indefinite duration.
4. In any case when the subscriber recharges the prepaid account and when the subscriber runs out of service units included in the prepaid package/offer, before starting to be charged at standard prices per service consumption unit, the operator sends the subscriber an informative SMS containing the prices per unit of the main services (such as national telephone calls, SMS and internet access) expressed in lek (including VAT) per service unit (minute, SMS and MB). This notification is also accompanied by a link to the operator's website where the full list of prices per service consumption unit is published. The informational SMS according to the provisions of this point is also sent to post-paid subscribers when the 100% consumption level of the units included in the package is reached and the subscriber is subject to charging at standard prices per unit of consumption.
5. Operators of public mobile networks in the general terms and conditions of provision of services must clearly explain, in particular the following elements, in the general terms and conditions of provision of services to [prepaid users](#):
 - a. Terms of use of the service through account replenishment/crediting and details on the methods of account replenishment, as well as the use of offers;
 - b. Information about tariff plans/offers that the subscriber can use;
 - c. The way in which the subscriber can check the account balance and consumption/expenses incurred;
 - d. Terms and conditions for suspension, limitation and termination of service, if applicable, e.g., in case of continuous non-use of services, i.e., failure to perform a chargeable event such as outgoing calls, sending SMS or data usage, or crediting (recharging) the account.
 - e. Information on the validity period of the prepaid SIM card, as well as that it is valid for at least 12 months from its first activation. After the expiration of the validity period of the SIM card, or the use of top-ups, the operator has the right to de-activate the SIM card, but not earlier than 3 months after the date of suspension/restriction of the service, if the subscriber does not top-up

during this transitional period, which may be with a passive status or limited use (only calls, incoming SMS, calls/SMS to emergency numbers and top-ups).

- f. Information on the validity period of the use of recharges according to monetary values, as well as that the recharges:
 - a) with a monetary value of 500 lek (including VAT) or more, have a validity period of no shorter than 3 months/90 calendar days;
 - b) with a monetary value of 2000 lek (including VAT) or more have a validity period of no shorter than 12 months/365 calendar daysCredits/prepaid recharges can be used by the subscriber for a unit-based tariff plan or for activation of offers/bundles for no less than 12 months from the time of the first recharge/activation of the prepaid service.

Each recharge extends the validity of the prepaid SIM card by a period of time no shorter than the validity period of the recharge.

- g. Information on the subscriber's right to be compensated, upon his request, for the unused amount of credit on the prepaid account (for plans with service unit pricing), when the subscriber terminates the contract for porting the number to another mobile operator or after the number is deactivated/the contract is terminated by the operator. The operator has the right to apply a fee for the compensation of unused prepaid credits, but not higher than 100 Lek.
6. The right to compensation for unused prepaid amounts under point 5/g above includes only the amounts paid by the subscriber, and not the values/amounts of credits (such as bonuses) that are the result of a payment made by the operator as part of a special promotional campaign of the operator. In cases where the subscriber requests compensation for unused prepaid amounts, the subscriber must present the SIM card, relevant identification document and details of the bank account to which the compensated monetary value will be transferred.

Article 15/1

Obligations applicable to the provision of prepaid services from fixed networks

1. Pursuant to Articles 119 and 154 of Law No. 54/2024, the provisions of this Article of the Regulation are applicable as obligations for providers of electronic communications services on fixed networks that offer prepaid services, including cases where prepaid monthly fees or payments for several months in advance are applied.
2. In prepaid services on fixed networks, the subscriber uses the service only for the period for which he has made the payment and does not create a financial obligation for future periods in the absence of payment.
3. Providers may not:
 - a) demand payments for periods during which the service was not provided due to lack of prepayment;
 - b) consider unpaid periods as a contractual obligation;
 - c) apply early termination fees over these periods.

4. The duration of the contract in prepaid services does not create an obligation for ongoing monthly payments. Any time commitment is related only to concrete benefits provided to the subscriber, if any.
5. In prepaid services on fixed networks, the period for which the subscriber has made the prepayment is considered the only period of contractual commitment.

After the end of this period:

- the contract continues for an indefinite period;
- the subscriber has no obligation for further payments in the absence of prepayment;
- The service is only provided if a new payment is made.

Failure to pay after the end of the prepaid period does not constitute a contractual breach nor does it create financial obligations for the subscriber.

Providers may not consider periods beyond the prepaid period as part of a financial contractual commitment.

Any contractual clause that provides for payment obligations beyond the prepaid period is invalid.

6. Providers terminate the service in the event of non-payment and reactivate it upon payment, without requiring payment for unpaid periods.
7. The early termination fee, if applicable, is limited only to unpaid benefits of identifiable value for terminal equipment provided by the operator to the subscriber, as defined in Article 13. In any case, the fee for early termination of a prepaid service contract under this Article does not include:
 - a) monthly fees for unpaid periods;
 - b) difference from standard rates or promotions.
8. Providers shall clearly define in the pre-contractual information and in the contract summary the nature of the prepayment and shall not use formulations that create confusion about the subscriber's financial obligations.
9. A service is considered prepaid only if it simultaneously meets the following conditions:
 - a) the service is provided only after advance payment and only for the paid period;
 - b) lack of payment does not create a financial obligation;
 - c) service is terminated in case of non-payment without penalty;
 - d) reactivation is done without requiring payment for unpaid periods;
 - e) no early termination fees apply to unpaid periods.

If one of the above conditions is not met, the service is considered to be paid/paid for on an ongoing periodic/monthly basis (post-paid), regardless of the designation by the provider.

CHAPTER III

Additional measures to control spending

Article 16

Notifications about consumption level/out-of-package pricing

Pursuant to point 8 of article 141 of law no. 54/2024:

1. Mobile operators are obliged to provide their subscribers with timely access to information on the level of consumption of internet access services, voice calls and SMS included in their tariff plan. Access to this information is provided through a customer application, online access to the customer account and/or telephone communication of the subscriber with the operator's customer care service.
2. When the consumption of the Internet access service and/or number-based interpersonal communication service is billed based on the time or quantity consumed, after a certain quantity/usage limit (GB and/or Minutes/SMS) included in the subscriber's tariff plan, the operator notifies the subscriber when the consumption of the relevant service reaches 80% of the quantity limit, as well as when it reaches 100% of the limit.
3. As part of the notification provided for the full consumption of the service units included in the package (100% of the limit quantity), the undertaking must also include information on any usage fees that the Subscriber will pay if he continues to use the relevant Number-Based Interpersonal Communications Service and/or Internet access Service.
4. For Consumer subscribers, the notification in point 3 is also accompanied by interruption of the relevant service, and information that the service will be reactivated only after the subscriber gives his consent, via a durable medium such as SMS and/or email sent from the subscriber's number and/or email address used for operator communications between the operator and the subscriber, to a number and/or email address of the operator included in the relevant notification.
5. The notifications in point 2 are sent to subscribers of the internet access service even in cases where the operator applies fair usage policies (FUP) for the amount of internet included in the package (packages advertised without limit, but with an FUP limit, after which the subscriber continues to use the internet service without additional charge but with reduced speed. In these cases, the notification also includes the value of the reduced internet access speed applicable after reaching the limit.
6. The undertaking's notifications to the subscriber under this article are sent by a durable medium such as SMS and/or email, or a recorded telephone call, and for the notification under point 5 for the fixed network internet access service also by a pop-up message on the screen of the subscriber's computer/terminal device used for internet access.

Article 17

International Roaming Notifications

Mobile operators, in addition to the obligations to notify the subscriber during roaming in BP according to the relevant decisions and acts of AKEP, have the following obligations:

1. Subject to the subscriber's choice under point 2 below, Mobile Service Providers must take all reasonable steps to ensure that their subscribers are notified without undue delay when their mobile device connects to another mobile network (Roaming). The notification(s) must be sent to the subscriber on the relevant mobile device that is roaming and must provide clear, understandable and accurate information to enable

the Subscriber to make an informed decision whether (and how) to use Roaming Services on that particular Roaming Network. The notification(s) must, as a minimum:

(a) be free of charge and in an easily accessible format and, where it is necessary for the notice(s) to direct the Subscriber to a communication channel (such as for additional information), that communication channel must be free of charge and easily accessible;

(b) inform the Customer Subscriber that his Mobile Device has been connected to a Roaming Network;

(c) enable the Subscriber Consumer to understand:

(i) whether their tariff plan contains allowed (included) service units for the use of Roaming Services on that particular Roaming Network;

(ii) any extra charges for the use of Roaming Services on that particular Roaming Network, including if they exceed the included amounts mentioned in point (i);

(iii) whether there is a quantity limit (FUP) on the amount of Roaming Services that can be consumed by the Customer Subscriber before extras are charged or before different fees are applied (such as a data quantity limit) and, if so, the level of that limit;

(iv) where any such allowance or fee relates to the use of Roaming Services during a specific period of time (such as the use of Roaming Services for a 24-hour period), at what point the relevant period of time would begin and end;

(d) where necessary, inform the Customer Subscriber that they may be able to specify, modify or remove (as applicable) a billing limit and direct them to at least one communication channel where they can do so. This channel must clarify both the likely extent of any delay between the Relevant Customer's request to specify, modify or remove the limit and its entry into force, and the manner in which the Relevant Customer can confirm that it has entered into force; and

(e) direct the Relevant Subscriber to at least one communication channel in which they can find additional clear, understandable and accurate information on the tariffs applied for the use of Roaming Services (and any associated fair usage policy), and the measures that Relevant Subscribers can take to monitor, reduce and limit their expenditure on Roaming Services.

2. Mobile Service Providers must offer Consumer Subscribers an opportunity to easily opt out of receiving the notification(s) required in point 1. Mobile Service Providers must make it clear to Consumer Subscribers that they have the ability to opt-out/back-in to these notifications.

Article 18

Unwanted Roaming

Mobile Service Providers, in order to avoid subscriber expenses due to unwanted roaming, must:

1. provide Subscribers with clear, understandable and accurate information on how to prevent their Mobile Device from connecting to a Roaming Network located in a country other than the location of the Subscriber Consumer, especially in the border regions of Albania;
2. take measures to enable Consumer Subscribers to reduce and/or limit their expenses for Roaming Services while in Albania (unwanted roaming); and
3. publish clear, understandable and accurate information, which is easily accessible, regarding the measures referred to in point (b).

CHAPTER IV

Requirements for undertaking notifications to end users

Article 19

General principles for notifications

1. The undertaking is obliged to ensure that any notification to the end user:
 - a) be clear, understandable and complete;
 - b) be presented in a form that is distinct from promotional communications;
 - c) not be misleading or confusing;
 - d) to be delivered in a durable medium.
2. Notifications should be easily accessible and storable by the end user for later reference.
3. The undertaking must be able to prove the delivery and content of the notification to the end user.

Article 20

Method of communication of notifications

1. Notifications can be sent via:
 - electronic mail;
 - SMS messages;
 - monthly bill;
 - dedicated undertaking applications;
 - any other means that constitute a durable means.
2. In cases where SMS or other text-limited forms are used, the undertaking must include:
 - a) the main information; and b) a link to access the full information on a durable medium.
3. Sending notifications through the website without active/individual notification to the end user is not considered sufficient.
4. The email addresses and/or mobile phone numbers of the subscriber used by the undertaking for notifications must be as per the data on the Subscriber Registration Form/Subscription Contract Form.

Article 21

Notification of confirmation of the conclusion of the contract

1. The undertaking is obliged to send a written notification to the subscriber confirming the conclusion of the contract between the parties and the commencement of its effects.
2. The notification must contain at least:
 - a) contracted service/services and monthly subscription fee

- b) the date of entry into force of the contract and the term/period of contractual engagement;
- 3. The notification must be sent immediately upon conclusion of the contract, before its entry into force, within a reasonable time after conclusion of the contract, but no later than 3 working days after the contract enters into force.

Article 22

Notification for activation of additional offers/packages

- 1. The undertaking is obliged to send a written notification to the subscriber confirming the activation of any additional offer/package, prepaid and/or post-paid, including information on:
 - a) The activated additional offer/package and the corresponding fee;
 - b) The number of units (minutes, SMS and/or MB/GB) included in the package;
 - c) Activation time and validity;
- 2. The notification must be sent immediately upon activation of the additional offer/package.

Article 23

Warning notice for limitation/discontinuance of service in case of non-payment

- 1. The undertaking is obliged to send a written notice to the subscriber about possible restrictions/interruptions of service in case of non-payment of the invoice/invoices issued by the undertaking for the contracted service;
- 2. The notification must contain at least:
 - a) contracted service/services with unpaid invoice
 - b) the monetary value/invoice and the deadline that must be paid in order to avoid the restrictive/interruptive measure of service
 - c) consequences in case of non-payment;
- 3. The notification must be sent no earlier than the invoice payment deadline, and the deadline referred to in point 2/b must be reasonable (not less than 15 days), except in cases of repeated non-payment/abuse cases, etc. according to Article X of Law 54/2024.

Article 24

Notice of change of contractual conditions

- 1. The undertaking is obliged to notify the subscriber of any changes to the terms of the contract, including changes to the basic monthly fee.
- 2. The notification must contain at least:
 - a) clear description of the change;
 - b) the new value of the monthly subscription fee, when applicable;

- c) the date of entry into force of the change
 - d) the subscriber's right to terminate the contract without penalty, except in cases where this is not applicable (according to point 8 of article 144 of Law 54/2024) ⁵;
 - e) the deadline within which this right can be exercised.
3. The notification must be sent within a reasonable time, but no later than 30 days before the changes come into effect, so that the subscriber has a real opportunity to make an informed decision.

Article 25

Notice of termination of contract

1. The undertaking is obliged to notify the subscriber of the end of the engagement period and/or contract.
2. The notice must contain at least:
 - a) the date of termination of the contract or commitment period; b) the consequences of inaction by the subscriber (e.g., switching to a contract with an indefinite term/without a contractual commitment period, change of the monthly subscription fee);
 - c) the options available to the subscriber (change of package/ new contract, termination);
 - d) any fee that may apply after the termination of the contract.
3. The notice must be sent no later than 30 days before the end of the contract term.

Article 26

Annual information on the best tariff

1. The undertaking is obliged to provide the post-paid subscriber with information on the offer or tariff most suitable for his needs:
 - a) 30 days before the end of the fixed-term contract/commitment period: for post-paid/monthly rate subscribers who are on a fixed-term contract (no term has expired);
 - b) At least once a year: for post-paid/monthly fee subscribers who are under an indefinite term contract (the term/engagement period has ended).
2. This information should include:
 - a) comparison between the current tariff and alternative offers available from the same undertaking;
 - b) identifying the most favourable tariff plan/offer;
 - c) potential savings for the subscriber in case of change.
3. The information should be personalized, where technically possible, based on the subscriber's actual use of the service.

⁵ Cases where the proposed changes are exclusively for the benefit of the subscriber, are of an administrative nature and have no negative effect on the subscriber, or when they are imposed for direct implementation by the legislation in force.

Article 27

Notification format requirement

1. Notifications should be presented in a structured and standardized format.
2. Key information should be highlighted and distinguishable from additional information.
3. The undertaking should use simple and understandable language, avoiding unnecessary technical terminology.
4. For notifications of contractual changes, contract termination and annual information on best tariff advice, undertakings shall use the standard notification templates and additional clarifications set out in [Annex 2](#) of this Regulation.

CHAPTER V

Transparency and publication of information

This Chapter contains the provisions on the publication of information on tariffs and the conditions of access and use of public electronic communications services, according to the provisions of Article 142 of Law No. 54/2024.

Article 28

Publication of information

Undertakings are obliged to publish information regarding tariffs, quality and general conditions for access to and use of public electronic communications services, according to the provisions of Article 142 of Law No. 54/2024 and the provisions of this Regulation and other AKEP acts.

Article 29

General principles of publication

In order to ensure transparency and the possibility of comparing offers, providers of internet access services and providers of interpersonal communication services available to the public in the required publication of services and tariffs under Article 142 of Law 54/2024, must apply the following principles:

- a) Information on published tariffs must be accurate. The undertaking must ensure the accuracy of the information on the tariffs that it publishes. The published tariffs must be exactly the same as the tariffs applied for billing the subscriber. Undertakings must use accurate procedures in determining the tariffs that they will publish (with as many decimal places as possible to get closer to the real number) in order to avoid misunderstandings among competitors and to facilitate comparison by subscribers.
- b) Information on tariff publication must be detailed. The undertaking must publish detailed information on all different tariff options. Tariff publications must contain all data including

additional charges, minimum charges for special cases, conditions regarding the time of use and additional options.

c) Tariff information must be clear and understandable. Undertakings must publish tariff information that is clear, understandable, easily accessible, including all information on the types and conditions of services, the provision of free services, special tariffs for other services, etc. Tariff information must be provided to the subscriber before the service is provided.

d) Information on tariffs must be complete. Tariffs for all services provided must be published in full by the Undertaking. This means that the published tariff must include VAT, or other obligations to the state, and all elements contained in a tariff program must be presented.

e) complete information on tariffs (and all other elements required by point 1 of article 142 of law no. 54/2024) must be easily accessible (and downloadable for relevant documents such as standard conditions of the Contract) to the entire public, without the need for registration as a subscriber/client of the undertaking or communication/request by email/online module.

Article 30

Type and content of information

1. Undertakings have the obligation to publish and make available the following information:

1.1 Identification of the undertaking/provider. The undertaking has the obligation to publish and clearly declare:

- a) The correct name;
- b) Legal form;
- c) Official and electronic address;
- d) Registration number in the Central Registration Office;
- e) Customer care phone numbers;
- f) E-mail address and website.

1.2 Services provided:

Undertakings providing interpersonal communication/voice communication services, mobile and fixed, must describe the services provided, including information on:

- a) the possibility of making and receiving national and international calls (outgoing and incoming) and access to emergency services (the possibility of calling emergency numbers) and other services that may be included (only those offered by the undertaking) such as:
 - i. identification of the line of the calling party and the called party;
 - ii. the operator's customer service;
 - iii. the telephone directory from the operator (printed or electronic) for its subscribers;
 - iv. number information service (information search) in the directory
 - v. selective call barring;

- vi. the possibility of using alternative telephone call providers such as prepaid cards (OSHKP), Z(P)B;
- vii. access to services with non-geographic numbers;
- viii. provision of public pay telephones;
- ix. protection of personal data according to the legislation in force regulating the field of personal data protection;
- x. services under special conditions, according to the provisions of article 112 of law 54/2024
- xi. the provision of special telecommunications terminal equipment for consumers with disabilities or special social needs.

1.3 International roaming (for mobile service):

- a) in which countries is international roaming offered?
- b) the method of activating the roaming service and the relevant tariffs;
- c) advice on automatic and manual network selection while roaming;
- d) advice to avoid unwanted roaming in the territory of the Republic of Albania, also providing information on possible geographical locations where this phenomenon may occur;
- e) advice to the subscriber on the use of the telephone while staying in a foreign country, to avoid excessively high bills while in international roaming (including advice to contact the operator if the bill is excessively high due to international roaming).

1.4 Possible service limitations, which may result from:

- a) the need to meet certain technical conditions in advance, such as the inability to access the Internet if certain telephone services are busy;
- b) the need to own certain telephone devices to obtain the service;
- c) inability to make calls with Z(P)B to certain telephone numbers.

2. In particular, for the public mobile telephone service, the following must be presented for each tariff program, as appropriate:

- a) tariff program divided according to payment method: prepaid, contract, hybrid;
- b) registration fee (if any);
- c) monthly subscription (if any);
- d) the minimum initial charging time and the method of charging call time;
- e) guarantees placed by the subscriber (if any);
- f) minutes included (national, international, etc.);
- g) SMS included (national, international, etc.);
- h) included internet expressed in units (MB, GB, etc.);
- i) detailed call rates by destination, duration, etc.;
- j) Roaming tariffs detailed by country and operator;
- k) publication of free services;
- l) any other fee that is the subject of billing to the subscriber.

3. For internet access service:

- a) monthly subscription fee according to transmission speed and limit;
 - b) installation fee according to transmission speed and limit;
 - c) fee for each unit consumed above the limit specified in the package;
 - d) any other fee that is subject to billing to the subscriber.
4. Minimum cost of service, when it is not the same as the defined charging unit and the charging method:
- a) minimum call charging time and/or call charges;
 - b) The basic unit of charging and the charging method, e.g., per second (or block of seconds, etc.), per impulse, per bit/Mb, etc.
5. Fees for installation, reinstallation and termination of the service in question:
- a) minimum monthly payment if applicable;
 - b) in cases where the tariff program has a fixed monthly payment, details must be provided:
 - i.** what is included in the monthly payment, such as call minutes, SMS, MMS, download and/or upload capacity;
 - ii.** tariffs and method of charging after consumption of communications included in the monthly payment;
 - iii.** maximum payment, if applicable.
6. Maintenance fees, if applicable, as well as the fee for communicating with customer care services for reporting defects (if free, it should be specified);
7. Equipment rental fees, if applicable;
8. Conditions for offering discounts, promotions and credits, if applicable;
9. Peak and off-peak time bands, if applicable, and the corresponding prices for these time bands;
10. All prices of services provided to consumers must be published including the value of VAT.
 In cases where an undertaking offers different tariff packages for the same service, it is recommended that the undertaking make available simulators (interactive on the website and in the store) that enable the comparison of the tariff packages offered by him to provide a classification of them according to user costs for each type of user profile.
11. Undertakings must publish and make available to subscribers complete information on service quality indicators according to Article 143 of Law No. 54/2024.
12. Dispute resolution mechanism including those offered by the service provider undertaking:
- a. In this regard, information on judicial and extrajudicial dispute resolution mechanisms should be published and provided, including the internal procedures implemented by the company, in order to make it clear to the public, and in particular to customers, that these mechanisms exist and how they can be accessed.
 - b. It is recommended that the following information be published:
 - Channels available for receiving complaints, including identification of the responsible structure within the company structure for handling complaints;
 - Notwithstanding point a. above, the Undertaking has the obligation at points of sale:
 - o Have a user complaint form;
 - o To enable the receipt of written and oral complaints from users;

- c. Time limit for receiving (sending) complaints;
- d. Deadline for responding to complaints;
- e. The deadline after which, in the absence of a decision on the complaint, the provider undertakes to contact the client to inform him/her about the progress achieved on the matter complained of;
- f. Option for the subscriber to submit disputes arising from the interpretation or application of the contract to out-of-court dispute resolution mechanisms, as well as the relevant contact details.
- g. Undertakings must prominently display AKEP's contacts, www.akep.al and info@akep.al, and complaint forms for subscriber disputes.

Article 31

Form of publication and provision of information

1. The information provided for in Article 6 above must be published and clearly stated in writing:
 - a) The undertaking's website.
Each operator of publicly available electronic communications networks and services must own a website with the .al domain;
 - b) Its own points of sale, those of its agents and/or distributors, if applicable;
 - c) In the undertaking's offices if these are also used as points of sale.
2. The information provided on the undertaking's website must be clear, visible, and easily accessible, on the same page (section) where the service (tariff package) offered is published or through a set of links for this purpose, with a size and graphic presentation that allows for easy identification.
3. Information must be provided free of charge and in writing at all points of sale. Employees at points of sale must provide detailed information and explanations to interested parties and must make available in printed form (in the form of leaflets) each tariff package offered. For valid offers/promotions, the undertaking must guarantee the information in the form of leaflets or enable the provision of information about them in printed form when requested by interested parties.
4. If the benefit of the service includes the purchase of a packaged product (such as a prepaid SIM card), the packaged product must include:
 - a) identification of the service provider;
 - b) general description of the service, stating its main characteristics;
 - c) places (points of sale and/or websites) where information can be obtained about the conditions and all other fees for the provision and use of the service.
5. For any change in the terms of service provision, the undertaking must update the information made available to the public and the subscriber, strictly following the obligations of this regulation.

Article 32

Obligation to notify subscribers, publish tariffs and inform AKEP

1. Undertakings are obliged to submit to AKEP information on service tariffs, as well as any changes thereto with supporting justifications, no later than 15 (fifteen) days before the entry into force of the tariffs or their changes.
2. This information must be submitted electronically and/or in writing. The form for submitting data electronically will also be available on the AKEP website.
3. AKEP publishes the general comparative assessment of current tariffs according to the provisions of Article 36 of this Regulation.
4. Public electronic communications service providers shall announce, through public information means, any changes in service tariffs, no less than 7 days before their entry into force or the changes, and this announcement must be made no less than 3 consecutive days;
5. Undertakings to whom AKEP has imposed special obligations for retail tariffs must apply the deadlines and rules specifically determined by AKEP.
6. The above definitions are mandatory to apply to all service packages, prepaid or post-paid, standard packages, offers, etc.

Article 33

Publication of special offers

The undertaking is obliged to publish the date of publication and the date of entry into force of the amended tariffs in the publication of the tariffs. For tariffs and other conditions of offers that are valid for a limited predetermined period of time, the undertaking must publish the date of entry into force and the date of expiry of the offer.

Article 34

Obligation for accuracy of information

The undertaking must in any case publish accurate tariff information, in order not to harm the interests of the consumer. The tariffs published by the undertaking must be accurate and expressed in the same way (including the number of digits after the decimal point) as the tariff programmed in the billing system and in the invoice presented to the subscriber.

Article 35

Obligation to keep records and send them to AKEP

Undertakings providing publicly available electronic communications services are obliged to keep detailed records of the publication of any changes to service tariffs and to be ready to submit them at any time whenever requested by AKEP.

Article 36
Publication of tariffs on the AKEP website

1. AKEP analyses and makes a general assessment of current tariffs, available to the public, with the aim of publishing them for comparative purposes in a special section on the website: www.akep.al. For the publication of tariffs on the website, AKEP is guided by the fundamental principles which are: legality, transparency, non-discrimination and professionalism.
2. AKEP, in order to ensure that end users have free access to at least one independent comparison tool for tariffs and/or service quality, may offer itself or through a third party the relevant comparison tool on AKEP's website or on a page linked to it, based on the relevant acts issued by AKEP pursuant to points 5-7 of Article 142 of Law No. 54/2024.

Article 37
Obligation of undertakings towards end users

Undertakings are obliged to have qualified staff for user relations, to provide all possible information and clarifications on the tariffs and conditions of access and use of the services provided. The undertaking's staff is obliged to provide detailed information and clarifications and to eliminate misunderstandings that may arise regarding information on communication services and their tariffs.

CHAPTER VI
Billing System Requirements

Article 38
Billing Accuracy

1. The undertaking must make available to the subscriber, free of charge, a detailed invoice for the provision of public electronic communications services. The invoice accurately and truthfully presents the monetary amount charged and the quantity of services provided to the subscriber.
2. The undertaking must retain billing records, in order to ensure compliance with point 1 above, for at least 12 months from the date of their creation. This obligation is also applicable in accordance with the requirements of the relevant legislation on the protection of personal data.
3. Undertakings must provide internal control mechanisms for subscribers to prevent their overbilling and document processes for identifying, investigating and handling cases of incorrect charging, including cases of subscriber complaints about overbilling.

4. In cases where the undertaking identifies through a complaint/request or through its internal control systems that a subscriber has been overbilled, it must take appropriate and proportionate corrective measures for the overbilling. The undertaking must carry out:

- a) an analysis to discover the cause of the verified overbilling;
- b) identify the cause;
- c) take proportionate corrective measures to correct the error;
- d) inform the subscriber.

5. If the identified cause of the error affects other subscribers, then the corrective measures for overbilling must be applied to all affected subscribers and the relevant invoices/bills.

Article 39

Subscriber access to billing information

1. Undertakings are obliged to provide each of their subscribers, upon request and free of charge, with access to appropriate billing information to enable the subscriber to:

- a) verify and control the invoiced amounts;
- b) properly monitor usage and expenses by keeping control of his invoices.

2. Undertakings are obliged to provide/deliver the detailed or summarized invoice, to the respective address of the subscriber with a post-paid tariff plan, according to the subscriber's choice, which may include a printed invoice, an electronic invoice sent by e-mail or through the operator's applications. The alternatives for the method of delivery are included in the subscription contract and the subscriber has the right to change this choice by notifying the operator.

3. The detailed bill for public telephone services must include, at a minimum, the following elements:

- a) billing period;
- b) fixed monthly payment for the service;
- c) the type and amount of all other possible payments for the billing period;
- d) the numbers called, the date, time, and duration of the conversations made;
- e) the corresponding payment for each communication made.

CHAPTER VII

Measures to guarantee equal access for persons with disabilities

The obligations set out in this section include requirements for undertakings to establish specific policies and procedures for the treatment of persons with disabilities, including training of their staff, provision of pre-contractual information and the Contract Summary in appropriate formats, giving priority to the repair of defects in fixed networks. The proposed obligations include accessibility measures on operators' websites such as the implementation of the "Web Accessibility Initiative" and the creation of a dedicated disability section. The provisions in this Section are unchanged from Regulation No. 49/2021, except for some changes in the order of the articles and the provisions that the provision by operators of the Text Relay service that allows people with hearing and/or speech difficulties to make calls to other users through a keyboard or assistive device, will be carried out based on the definitions of subsequent AKEP acts, in accordance with the relevant accessibility legislation in Albania.

Article 40

Special policies and procedures of the undertaking for users with disabilities

1. Undertakers of public electronic communications networks and/or services for end-users must establish, publish and comply with clear and effective policies and procedures for the fair and appropriate treatment of subscribers who are classified as persons with disabilities according to the relevant legislation of the Republic of Albania.
2. These policies and procedures should include, as a minimum:
 - a) practices to guarantee fair and appropriate treatment of subscribers, of whom the undertaking has been informed, that they are persons with disabilities;
 - b) the manner of recording information regarding the needs of subscribers who are persons with disabilities of which the undertaking is informed or should reasonably have been aware, and the various means/channels of communication through which these subscribers will be able to contact or receive information from the Undertaking;
 - c) providing an accessible means for end-users with disabilities to access the operator's customer care services to submit a complaint and/or ask questions, including at least by telephone, SMS, letter and e-mail, and including the ability/opportunity to designate a third party to deal with complaints and/or questions on behalf of the subscriber with disabilities;
 - d) ways to monitor the impact and effectiveness of policies and procedures.
3. Undertakings must submit to AKEP, upon request, any information deemed necessary by AKEP to demonstrate compliance with the obligations of this chapter.
4. Undertakings must ensure that all their staff are aware of policies and procedures for people with disabilities, and are trained accordingly, including (if necessary) how to direct customers to specialized

teams or staff members who have the appropriate training to respond to the requests of people with visual, hearing, or speech disabilities.

Article 41

Measures for end-users with disabilities

Undertakings of public electronic communications networks and/or services for end-users shall take the necessary measures to respond to the requests of end-users with disabilities, as set out in Articles 37-45 of this Regulation, and shall take all necessary steps to ensure that such measures are widely published, taking into account the need to disseminate information in appropriate formats through channels appropriate for end-users with disabilities.

Article 42

Contracts and Invoices in the appropriate format

1. Undertakers of public electronic communications networks and/or services must make available, free of charge and in an appropriate format, to any subscriber who is blind or has limited vision, upon their request:
 - a) Pre-contractual information according to point 1 of Article 141 of Law No. 54/2024 and the provisions of this Regulation;
 - b) Summary of the Contract according to the provisions of the AKEP Regulation, approved by SC no. 1, dated 2.02.2026;
 - c) Summary invoice regarding contracted services for post-paid tariff plans.
2. The appropriate format according to the paragraph above is considered to be *Braille, Large Print* or an electronic format suitable for the needs of the subscriber, e.g., audio, in accordance with national legislation on the accessibility of products and services.

Article 43

Third party nomination and invoice management

1. Undertakings must take the following special measures, for each of their subscribers with disabilities who needs assistance in managing bills for any public electronic communications service, at no additional cost, enabling each subscriber with disabilities to notify the undertaking in advance of a nominated representative/personal assistant who:
 - a) the subscriber's bill will be sent first; or
 - b) to request any information regarding non-payment of the invoice;
2. The undertaking must allow the nominated representative to pay the subscriber's bills on his behalf, requesting in advance his consent to act on behalf of the disabled user. The undertaking does not require the nominated person to accept responsibility for paying the subscriber's bills.

Article 44
Advantage in repairing defects

Undertakings of public electronic communications networks and/or services shall give priority to the fault repair service as soon as possible to any user of fixed network services who is a disabled person and needs an urgent repair. The charges for the priority fault repair service shall not exceed the undertaking's standard charge for the fault repair service.

Article 45
Access to emergency services via SMS

Undertakings providing mobile services and networks must ensure that every end-user of their mobile services, who has hearing impairments or speech difficulties, via SMS, free of charge, has access to emergency services at the unique number 112 and other emergency numbers according to the definitions of Article 11 of this Regulation.

Article 46
Access to text conversion services (Relay Text services)

1. Public mobile network operators must ensure that any of their end-users who, due to their disabilities, need to make or receive calls, which may be in text format, can use the text conversion service (Relay service), according to the acts approved by AKEP, in accordance with and national legislation on accessibility in products and services.⁶
2. To ensure access to the Text Relay service according to point 1 above, undertakings must meet the following requirements:
 - a. The fees for forwarding messages, for which the Relay service will be used, must not exceed the equivalent price of forwarding the message without the need to use the relay service, i.e., this fee must not be higher than for calls/communications between the calling and called party without the use of a Relay service ;
 - b. for setting the tariffs referred to in point (a) above, undertakings must implement a special tariff scheme designed to compensate subscribers for the additional time taken by end-users with disabilities to make telephone calls using a Relay service, where, due to their disability, end-users must make calls using a Relay service ;

⁶ Relay service (is an operator-operated service that allows people who have hearing, vision, and speech difficulties to make calls to other users through a keyboard or assistive device)

- c. Undertakings must take measures to protect the confidentiality of communications between end users of the Relay service;
- d. Except in cases of access restrictions due to non-payment or fraud, the Undertaking must ensure that the Relay service is available for lawful use by end users at all times;
- e. Undertakings must ensure that end-users have the opportunity to communicate with other end-users of other authorized Relay service providers;
- f. Undertakings must act in accordance with the bylaws and instructions that AKEP may publish regarding the Relay service.

Article 47

Specialized terminal equipment for people with disabilities

1. Undertakings are encouraged to offer end devices that provide the services and functions needed for end users with disabilities.
2. Undertakings who offer terminal equipment for people with disabilities at their points of sale must:
 - a) to make available a testing facility/tool for disabled end-users who use a hearing aid or have a hearing aid implant, to test terminal equipment in the undertaking's stores, before purchasing the terminal equipment.
 - b) ensure that the testing facility/tool is supported by staff in retail stores who are easily accessible and trained in the use of terminal equipment and are adequately equipped to address any questions raised by end-users with disabilities, prior to purchase.

Article 48

Informing and publishing information for users with disabilities

1. Undertakings providing electronic communications networks and/or publicly available electronic communications services shall regularly inform subscribers with disabilities about the details of products and services designed for them. Regular information shall include the information required in point 16 of Article 10 of this Regulation.
2. The undertaking must ensure that the information provided on its website regarding its products and services, including all information provided to the majority of end-users as defined in this Regulation, is accessible to end-users with disabilities.
3. In order to ensure that information in point 2 regarding its products and services is available to end users with disabilities, each undertaking must ensure compliance with the “Web Accessibility Initiative”⁷, as developed by the World Wide Web Consortium (W3C), and the undertaking’s website must include the following:
 - a. one-click access from the home page of the undertaking's website to the Disability Section of that website;

⁷ The World Wide Web Consortium (W3C). <http://www.W3.org/TR/WCAG20/>.

- b. a Special Disability section on the undertaking's website containing comprehensive information about the products and services it offers, which are of particular interest and importance to people with disabilities;

Article 49

Register of users with disabilities

1. Undertakings must keep records in their systems or create and maintain a separate register of subscribers with disabilities, which creates the possibility of identifying, subject to the consent of the subscriber with disabilities, the following:
 - Name, address, contact details (including telephone or email and/or nominated contact/personal assistant according to Law No. 93/2014);
 - Type of disability.
 - Facilities/facilities offered/obtained;
2. To verify the type of disability and provide specific services to these subscribers, the undertaking has the right to request a document certifying the assessment of the disability according to the provisions of the law on the inclusion and accessibility of persons with disabilities, in force.
3. The information provided by persons with disabilities in point 1 above and in addition to other articles of this chapter is subject to personal data protection and is treated by the undertaking in accordance with the provisions of the law "On the Protection of Personal Data", in force.

CHAPTER VIII

Handling subscriber complaints and resolving disputes

Article 50

Subscriber's right to appeal

1. Subscribers have the right to complain or seek clarification from the undertaking providing public electronic communications services regarding the contractual conditions and/or the fulfilment of these conditions, including billing and the quality of the service provided. The manner and procedure for subscriber complaints are determined in the terms of the subscriber's contract. If the subscriber is not satisfied with the clarifications provided by the operator via telephone or other electronic means, he may complain in writing.
2. The complaint shall be submitted to the undertaking within a reasonable period of time from the moment the subscriber/end-user became aware of the problem. The subscriber's written complaint shall be submitted, in principle, no later than 6 (six) months from this moment, except in justified cases.

3. Upon receipt of the complaint referred to in point 2 of this Article, the undertaking must verify the amount invoiced for the services provided or the quality of the services provided and, after completing the verification, confirm the amount invoiced or correct it, as well as review the complaint regarding the quality of the service. The undertaking shall submit the response in writing to the subscriber, no later than 30 days after receipt of the written complaint from the subscriber.
4. If the subscriber is not satisfied with the response provided by the undertaking or does not receive a response within the specified 30-day period, the subscriber has the right to contact AKEP for the handling of the complaint or for the initiation of the dispute resolution procedure under Article 46 of Law 54/2024, or may present the case before the competent court, according to the provisions/provisions of the Civil Code.

Article 51

Obligations of service providers for handling subscriber complaints

1. Undertakings providing public electronic communications to end users are required to have clear, transparent and accessible procedures for handling complaints from end users, including users with disabilities.
2. Complaints handling procedures must be included in the contract information and contract documentation and be in accordance with this regulation and Article 46 of Law No. 54/2024.
3. The complaint handling procedures must contain at least:
 - a) the methods of submitting the complaint; b) confirmation of receipt of the complaint; c) the deadline for reviewing and returning the response, which cannot be longer than 30 days; d) the method of communicating the response; e) information on the end user's right to address AKEP.
4. Undertakings must enable the submission of complaints at least through:
 - a. telephone (toll-free number);
 - b. post office;
 - c. electronic means (email or online form).
5. Undertakings confirm receipt of the complaint and inform the end user about the procedure and deadline for handling.
6. The procedures of undertakings must not limit or infringe the rights of end-users provided for in this regulation and in the legislation in force. Any contractual provision contrary to this regulation is invalid.
7. Means of receiving complaints from service providers according to point 2 above:
 - a) must be clearly published, available and operational; and
 - b) must not make the subscriber's complaint process difficult or impossible.

Article 52

Obligations of service providers for handling subscribers' requests for contract termination/change of service provider

1. Undertakings of electronic communications services and networks shall have clearly defined procedures for handling subscribers' requests for contract termination. Regardless of the minimum contract duration, the undertaking's conditions and procedures for the termination of the contract by the subscriber shall not prevent/discourage the subscriber from changing service provider and/or terminating the contract.
2. Undertakings must enable subscribers to submit a request for termination of the contract in at least one of the following ways:
 - a) by filling out a form at an undertaking's point of sale
 - b) to a declared address of the undertaking in the territory of the Republic of Albania;
 - c) electronically to an *email address* of the undertaking.
 - d) by calling a telephone number, where communications are recorded and stored by the undertaking as evidence;
3. The undertaking must publish on its website the procedures and means for the undertaking to accept requests from subscribers to terminate the service contract pursuant to point 2 above. The published information must be clear, available and functional, and must not make the process of terminating the contract by the subscriber difficult or impossible.
4. After receiving the subscriber's request to terminate the contract (with a fixed or indefinite term), the undertaking is obliged to:
 - a) within 5 working days to notify and inform the subscriber of the date of termination of the contract, and the relevant obligations applicable to the termination of the contractual relationship as appropriate:
 - final invoice/bills for services including, where applicable, unpaid arrears, payment for early termination of the contract;
 - the return of the equipment/equipment specified in the contract as such, and the place and deadline for their return within a reasonable period, but not earlier than 15 days from the date of conclusion of the contract.
 - b) to conclude the contract within a reasonable time, but no later than:
 - the date of termination of the fixed-term contract, in the case of point 3/a of Article 17 of this Regulation;
 - the date of entry into force of changes to the contractual conditions, according to point 4 of Article 17 of this Regulation.
 - the date set for the porting of the mobile or landline number according to the number porting request and the provisions of Regulation no. 43/2016 "On number porting".
 - the last day of the relevant calendar month if the subscriber's request is made within the 20th of this month
 - 30 days from receipt of the request, in other cases.

Article 53
Administrative handling of complaints by AKEP

1. AKEP, before initiating a formal dispute resolution procedure, may handle end-user complaints administratively, with the aim of achieving a quick and effective solution.
2. At this stage, AKEP communicates with the undertaking and the parties, including through electronic means, requesting verification and resolution of the complaint.
3. If the complaint is resolved at this stage, the procedure is considered completed.
4. If the complaint is not resolved, AKEP may initiate formal dispute resolution procedures.

Article 54
Conditions for initiating the dispute resolution procedure

1. AKEP initiates the dispute resolution procedure when:
 - a) the end-user has previously filed a complaint with the undertaking; and b) the end-user does not agree with the undertaking's response or has not received a response within 30 days.
2. The end user submits the request to AKEP within 30 days of receiving the undertaking's response or of the expiration of the response deadline.
3. The request for dispute resolution can be sent to AKEP in one of the following ways:
 - a) in electronic form by email to the address info@akep.al or online in the "e-complaint" module accessible on the official AKEP website www.akep.al
 - b) by mail or by hand or at the address: Electronic and Postal Communications Authority, "Reshit Çollaku" Street no. 42, Tirana, Albania.

Article 55
Form and content of the request

1. Regardless of the manner in which the request for dispute resolution is submitted, its content must include information regarding:
 - a) data that serves to identify and contact the subscriber, such as telephone number, e-mail, address for written communication, etc.;
 - b) the name of the undertaking to whom the complaint or request for dispute resolution is addressed;
 - c) the subject of the request for resolution of the dispute and/or complaint, as well as explanations regarding the dispute with the undertaking;
 - d) submission of claims and objections to the undertaking's response regarding the complaint and determination of the subscriber's request for the solution claimed by AKEP.
2. For a quick and effective resolution, the request for dispute resolution is accompanied by the subscriber with the following documents:

- a) copy of the complaint sent to the undertaking;
 - b) copy of the undertaking's response to the complaint, if any;
 - c) copies of the written evidence on which the complaint/dispute is based (tax invoice, detailed invoice for payment of services received by the undertaking, etc.);
 - d) copy of the subscription contract concluded between the subscriber and the undertaking;
 - e) any other document that the subscriber believes is related to the dispute and helps in resolving it.
3. AKEP publishes a dispute resolution form on its website.

Article 56

Commission for the Resolution of Disputes between Subscribers and Undertakings (KZAM)

1. AKEP exercises the functions of out-of-court dispute resolution/Alternative Dispute Resolution (ADR) through the Alternative Dispute Resolution Commission (ADR), in accordance with the legislation in force (Article 46 of Law No. 54/2024 and the Consumer Protection Legislation in force as well as Council of Ministers No. 1089, dated 24.12.2020).
2. AKEP, for the review of requests regarding the resolution of disputes between the subscriber and the undertaking, establishes a Commission for Alternative Dispute Resolution (CADR/KZAM) as a special and stable structure that operates according to the procedure set out in this regulation.
3. KZAM consists of the Chairman and 4 members, who are part of AKEP structures, with knowledge and experience in issues related to the protection of subscribers' rights in the legal, economic and technical fields, etc.
4. Members of the KZAM exercise their functions independently and impartially.
5. The Chairman of the AKEP shall determine by internal order the names of the persons in the composition of the KZAM. Through the Order, the KZAM is authorized to function regularly in any case that will be presented for consideration of a request for dispute resolution between the subscriber and the undertaking.
6. KZAM, in cases of repeated complaints and/or requests for dispute resolution against an undertaking, evaluates the functioning of the complaint handling procedures and their handling by the undertaking and requests the undertaking to take measures to improve the complaint handling procedure, address the cause of the problems and/or proposes to take administrative measures against the undertaking.
7. KZAM reports periodically to the Chairman of the Steering Council.

Article 57

Initiation of the dispute resolution procedure

1. KZAM initiates the procedure for resolving the dispute if the subscriber submits the request according to the provisions of this regulation.
2. In cases of submission of an incomplete or incorrect request, KZAM, through the responsible contact person at KZM, immediately notifies the subscriber of the need to complete or correct the request, clearly

identifying the shortcomings or deficiencies. The subscriber, upon receipt of AKEP's notification for the completion or correction of the request, must resend to AKEP, via the e-complaint module or in writing, the corrected or completed request according to the notification, within 10 (ten) days.

Article 58

Dispute review procedure

1. KZAM, upon receipt of the subscriber's request for the resolution of the dispute with the undertaking, notifies the undertaking of the initiation of the procedure by sending him, together with the notification, a copy of the request and submissions submitted by the subscriber, in order to create for the undertaking the opportunity to present his explanations, before reaching final conclusions and formulating a recommendation for the parties. KZAM may request from the undertaking the data necessary for the resolution of the dispute, respecting the principle of data confidentiality.
2. The undertaking, upon receipt of the notification, must submit to the KZAM, within 15 (fifteen) working days, written explanations and submissions, as well as any other requested data. Failure by the undertaking to submit the requested explanations, submissions and data does not impede the progress of the process for reviewing the request and issuing a recommendation by the KZAM.

Article 59

Conciliation session

1. The KZAM, if it deems it reasonable during the review of the dispute, before issuing a recommendation, may summon the parties to a conciliation session, communicating to them electronically or in writing the place, date and time of the conciliation session.
2. If the parties in the conciliation session reach an amicable resolution of the dispute, the procedure is terminated and the parties sign, through the mediation of the KZAM, the act of agreement for the resolution of the dispute or confirm the agreement for the resolution by a durable means.
3. If the parties do not reach an agreement on resolving the dispute, then the KZAM follows the procedure for issuing the relevant recommendation.

Article 60

Deadlines for reviewing the dispute

1. KZAM reviews the dispute in a transparent, prompt, objective and non-discriminatory manner, within 60 days of receiving the complete request.
2. This deadline may be extended by up to an additional 30 days in justified cases.
3. AKEP provides a written recommendation for resolving the dispute.
4. If the parties accept the recommendation within 15 days, it becomes binding.

5. Otherwise, either party may seek resolution of the dispute in the competent court, according to the legislation in force.

CHAPTER IX

Final provisions

Article 61

Repeal

Upon the entry into force of this Regulation:

1. Regulation No. 49, dated 11.03.2021 “On the protection of consumers and subscribers of public electronic communications services”, as amended, is repealed;
2. Regulation No. 27 dated 21/09/2012, “On the publication of information on tariffs and conditions of access and use of public electronic communications services”, as amended, is repealed.
3. "Registration Forms for Users of Electronic Communications Services" approved by AKEP VKD no. 2422, dated 19.02. 2014, amended by SC no. 2692, dated 27.10.2016, and all other provisions of these decisions are repealed.

Article 62

Entry into force

This Regulation enters into force on the date of approval by the AKEP Steering Council and publication on the AKEP website www.akep.al .

Annex 1: Templates for General Terms and Conditions of Subscription Contracts

The Annex sets out the minimum elements that must be contained in the (standard) GTC of subscription contracts for prepaid service and post-paid/monthly subscription service.

GTC are one of the elements of the subscription contract that contain a set of rights and obligations, responsibilities, procedures (complaints, termination, penalties), parties' processes, general rules for the provision and use of services that are standard/same for the respective categories of subscribers. GTC together with other elements of the contract, including pre-contractual information which contains all the elements specified in Article 180 of Law 54/2024 according to the service provided, including the price/tariffs that will be applied to the subscriber, as well as the summary of the Contract, the List of Services and Prices constitute the subscription contract/complete contractual relationship between the undertaking and the subscriber.

The structure and content elements of the GTC presented in this Annex are indicative and do not limit the inclusion of other elements by the undertaking, as long as compliance with the legislation in force, including Law No. 54/2024 and this Regulation, is ensured.

For prepaid GTC, undertakings shall also include the information required for prepaid services on the mobile network and on the fixed network, respectively, according to Article 15 and Article 15/1 of this Regulation.

The font used in the GTC should be such that the text is easily readable. The font size should be at least 10 points.

The undertaking can use links in the GTC for more detailed information on certain elements such as personal data protection measures, network and communications security, traffic management measures, etc.

In case of using links, the total number of A4 pages should not exceed 5 for Prepaid GTC and 10 for Post-paid GTC.

I: Template for GTC for Prepaid Services/Subscribers (PREPAID)

General information: Identification of the undertaking and the service(s) AND description of the constituent elements of the subscription contract/contractual relationship.

1. Definitions

- Key terms (e.g., Subscriber/prepaid subscriber, internet access service (fixed or mobile, for mobile services and SIM card, eSIM, prepaid credits, etc.)

2. Service activation

- Activation procedure
- User identification/registration

3. Using the service

- Services included
- Usage restrictions
- Abusive use is prohibited.

4. Credit and recharge

- Recharge methods
- Minimum/maximum value
- Credit validity periods according to the respective monetary values

5. Expiration and deactivation

- Number expiration dates
- Conditions for reactivation

6. Tariffs and prices

- Reference to the list of fees
- The principle of payment according to consumption/use / “pay-as-you-go”
- The possibility of using prepaid packages/offers and their types

7. Service quality

- Availability
- Technical limitations

8. Handling Complaints/Disputes

- Complaints procedures and contact details of the undertaking for subscriber complaints
- Compensations (when applicable)
- Dispute Resolution Procedure, including AKEP contact details

9. Personal data

- Data processing

10. Change of conditions

- Prior notice
- Right to refuse

11. Termination of service/contractual relationship

- From the subscriber (without penalty)
- By the operator (in case of violation, abuse or non-use)

II: Template for GTC for Post-paid Services/Subscribers (POSTPAID) (Bill pay/pay-monthly)

- 1. General information:** Identification of the undertaking and the service(s) **and** description of the constituent elements of the Subscription contract/contractual relationship.
- 2. Definitions**
 - Key terms (e.g., Subscriber/post-paid subscriber, internet access service (fixed or mobile, for mobile services and SIM Card, eSIM, Prepaid Credits, etc.)
- 3. Conclusion of the contract**
 - Contract conclusion procedure
 - Subscriber identification and registration
 - Expressed consent
- 4. Service description**
 - Services included
 - Usage restrictions
 - Abusive use is prohibited.
 - Tariff plan
- 5. Contract duration**
 - Minimum fixed term/engagement period (if any)
 - Automatic renewal
- 6. Fees and billing**
 - Monthly fee
 - Billing and providing the subscriber with a monthly bill
 - Payment terms
- 7. Measures in case of non-payment**
 - Notifications and warnings
 - Measures (suspension, interruption)
 - Information on the transfer of obligations to third parties for the collection of unpaid obligations (relevant deadlines, including the obligation to notify the subscriber)
- 8. Termination of contract and penalty**
 - From the subscriber
 - From the undertaking
 - Any fees for early termination (if applicable, including the relevant formula)
- 9. Change of contractual conditions**
 - Prior notice
 - Right to terminate without penalty
- 10. Terminal equipment (if any)**
 - Terms of use
 - Return of equipment
- 11. Service quality**

- Quality of service parameters
- Compensation

12. Handling Complaints/Disputes

- Complaints procedures and contact details of the undertaking for subscriber complaints
- Compensations (when applicable)
- Dispute Resolution Procedure, including AKEP contact details

13. Network and personal data security

- Complaints procedures
- Compensations (when applicable)
- Dispute Resolution Procedure, including AKEP contact details

Annex 2: Undertaking's Notification Templates for Subscribers

This Annex contains several models that should be used by providers of electronic communications services in notifications to subscribers for (I) changes to the terms of the contract; (II) termination of the contractual period, (III) information on the best tariff/tariffs, according to the provisions of Law No. 54/2024 and the provisions in Chapter IV of this Regulation.

The following templates contain the minimum information and structure, format of notifications that are made by durable medium such as paper or email.

In case the notifications referred to in this Annex are made by SMS, the text of the SMS(s) sent must be:

4. short and clear
5. understandable without technical references
6. with link to full information according to the models in this Annex

I. Template – Notification of change of contractual conditions

[1] General information

- Name of the undertaking
- Affected service/contract

[2] What is changing

[The Undertaking] is changing the terms of your contract as follows:

- Current rate: [value]
- New fee: [value]
- or
- Description of the change: [...]

[3] Effective date

Contractual amendment(s) enter into force on: [date]

[4] Your rights

You have the right:

- to accept change
- terminate the contract without penalty (when applicable)

Deadline for action: [date] /up to 2 months from receipt of this notice

[5] Actions you can take

- automatically accept (if you do not act)
- contact us to change package/tariff plan
- terminate the contract

[6] Contact of the undertaking for the subscriber

To choose one of the options, contact [Undertaking]:

Tel No. [xxxxx]

email: [xxxx@xx]

website: www.....], or

Contact the undertaking's staff at any point of sale.

II. Template – Notification of contract termination

[1] General information

- Name of the undertaking
- Subscriber name
- Contract number / phone number

[2] Completion date

Your contract ends on: **[date]**

[3] Your options

You can:

- change package/tariff plan
- renew the contract with new terms/terms
- terminate the current contract without penalty

[4] What happens next

After the contract ends, if you do not apply point one of the options/actions in point [3]:

- The contract automatically becomes an open-ended contract
- Service continues without a commitment period
- Monthly fee changes/will be: **[value in AL]**
(Tariff change if applicable, if not, current tariff is applied)

[5] Available offers

- Current offer: **[rate]**
- Alternative offer: **[best rate]**

[6] Action required

Please act by: **[date]**

[7] Undertaking contacts for the subscriber

To choose one of the options, contact [Undertaking]:

Tel. No. [xxxxx]

email: [xxxx@xx]

website: [www.....], or

Contact the undertaking's staff at any point of sale.

III. Template–Notification: Annual Advice/Information on the Best Tariff

[1] Subscriber information

- Customer Name / Number
- Current service

[2] Your use

Based on your usage over the last 12 months:

- Monthly average: [...]
- Services used: [...]

[3] Current tariff

You pay: [value/month]

[4] Best offer

[The undertaking] recommends to you:

- Package: [...]
- Fee: [...]

This section may include information in a tabular or similar format that allows for comparison of different packages similar to the subscriber's current package.

[5] Potential savings

You can save: [...] / **month or year**

[6] How to benefit

- click here: [link]
- contact: [phone/email]

[7] Additional information

This information is based on your usage and the current offers available.

Annex 3: Standard model for Express Consent for Micro, Small and Non-Profit Enterprises to waive their rights as a consumer

This model is used to obtain express consent from end users of the Business category, which are micro, small enterprises or non-profit organizations, for the waiver of certain rights provided for in articles 141 and 144 of Law No. 54/2024.

DECLARATION OF WAIVER OF RIGHTS

Subscriber data

Subject name: [____]

NIPT: [_____]

Legal representative: [_____]

Unique Personal Number of the Legal Representative: [_____]

statement

I, the undersigned, in my capacity as representative of the above entity

I) I confirm that the entity represents:

- micro enterprise
- small enterprise
- non-profit organization

Preliminary information

II) I confirm that:

- I have received and understood the information on my rights under Articles 141 and 144 of Law No. 54/2024;
- I have been provided with the contractor information and contract summary;
- I was offered the option of signing a 12 or 24 month contract.
- I have been informed of the consequences of waiving these rights.

Consent to waiver

In a free, informed and expressive manner.

Waive one, some or all of the following rights at your discretion:

No.	The right	Give up (✓)
1	Obtaining complete contractor information	<input type="checkbox"/>
2	Receiving the contract summary	<input type="checkbox"/>
3	Form and manner of providing information	<input type="checkbox"/>
4	The possibility of concluding a contract with a term of up to 12 or 24 months	<input type="checkbox"/>

III) I confirm that:

- Waiver is voluntary;

- It is not a condition for concluding a contract;
- I can request the restoration of these rights for future contracts at any time.

Date and signature **of the entity/legal representative:** _____

Annex 4: Registration Form for end-users of electronic communications services

This form shall be used for the registration of end-users of electronic communications services, prior to activation of the service, in accordance with Article 155 of Law No. 54/2024.

Registration aims to enable the identification of the end user in relation to the activated service, including for the purposes of cooperation of the service provider with law enforcement agencies, in accordance with the legislation in force on the protection of personal data.

Name/Logo of the Service provider			
1	Subscriber's Tariff Plan Category for the service to be activated		
	1.1	<input type="checkbox"/> Pre-paid	
	1.2	<input type="checkbox"/> Post-paid/Hybrid (monthly fee)	
2	Subscriber's contractual relationship category:		
	2.1	<input type="checkbox"/> Personal/Individual (Consumer)	
	2.1.1	Name Surname:	
	2.1.2	Unique Personal Number:	
	2.2	<input type="checkbox"/> Business (Natural person, legal entity, Institution, etc., registered with NIPT)	
	2.2.1	Subject/entity Name:	
	2.2.2	NIPT (Tax Code):	
	2.2.3	Name of Authorised Person	
	2.2.4	Unique Personal Number of the Authorized Person	
3	Details of the Electronic Communication Service to be activated and technical identifiers		
	3.1	Mobile network service	
		Mobile NB-ICS: <input type="checkbox"/> Voice Communication <input type="checkbox"/> SMS	Mobile IAS <input type="checkbox"/> Internet access
			Other: <input type="checkbox"/> M2M
	3.1.1	Unique User Identifiers on the Network	
	3.1.1.1	Phone number	06xxxxxx
	3.1.1.2	Profile ID (ICCID) of the SIM/eSIM card:	xxxxxx
	3.1.1.3	ICCID (individual or range) for e/SIM M2M	
	3.1.2	SIM/eSIM card type:	
		<input type="checkbox"/> Mobile SIM <input type="checkbox"/> SIM Data Only	<input type="checkbox"/> Mobile eSIM <input type="checkbox"/> eSIM Data Only
	3.2	Fixed network service	
		<input type="checkbox"/> Voice Communication (Fixed NB-ICS):	<input type="checkbox"/> Internet Access (Fixed IAS) Other: <input type="checkbox"/> IPTV
	3.2.1	Unique User Identifiers on the Network	
	3.2.1.1	Landline Number	

	3.2.1.2	Identifier for IAS, as applicable:	
		PPPoE username, client ID, ONT/Router ID or equivalent	
		Static IP	
	3.2.2	Access network technology for IAS	
		<input type="checkbox"/> Optical fibre (FTTH/FTTB) <input type="checkbox"/> Coaxial Cable <input type="checkbox"/> Copper Wire (DSL)	Wireless: <input type="checkbox"/> Satellite <input type="checkbox"/> Other
	3.2.3	Installation Address	
4	Date /Time of Service Activation		dd / mm / yy Time: hh .m m
Notes:			
1.	<i>The registration of data according to this form is an obligation of Law No. 54/2024 and in the cases provided for by law, the data of this form and the communication files are made available to the authorities specified in the Code of Criminal Procedure, based on their request.</i>		
2.	<i>Declarations of false data or the submission of forged documents for registration constitute crimes of forgery and/or use of forged documents, as provided for in Articles 186, 189 or 191 of the Criminal Code of the Republic of Albania.</i>		
End-User Declaration:			
1.	<i>I declare that the purpose of purchasing the electronic communication service to be activated (including SIM/eSIM card) is for my personal/business use or that of the declared person and not for resale or use for profit or in violation of the law.</i>		
2.	<i>I declare that the above personal data is true.</i>		
3.	<i>I have taken full notice of the notes and accept all the above conditions.</i>		
Subscriber/Authorised Person:		Representative of the Service provider	
Name Surname, Signature		Name, Surname, Signature and Seal	
Place and date _____			

APPENDIX 1: Explanatory Note to the Public Consultation Document

1. Legal basis for the issuance by AKEP of the new Draft Regulation on Consumer Protection

Law no. 54/2024 “On electronic communications in the Republic of Albania”, which entered into force on 20.12.2024, repealing Law 9918/2008 “On electronic communications in the Republic of Albania”, as amended, has partially transposed into national legislation the Directive (EU) 2018/1972 of the European Parliament and of the Council “Establishing the European Electronic Communications Code” (hereinafter EECC).

Law no. 54/2024 in Chapter XVIII, Articles 141-155 and Article 180 contains provisions on the rights of end-users and the obligations of undertakings, among others, regarding:

- Pre-contractual information, including the contract summary and information requirements that subscription contracts must contain (Articles 141 and 180);
- Duration, conditions for renewal, amendments and termination of the contract, including notifications by the undertaking at the end of the contract and the provision of information with advice on the best tariff plan for the subscriber (Article 144);
- Requirement for transparency and publication of information by undertakings regarding the services provided, the relevant tariffs/tariff plans, the quality of services as well as the standard terms and conditions of the subscription contract (Articles 142 and 143);
- Facilities for controlling costs and other associated facilities for consumers of public electronic communications services (Article 141, Article 154 and Articles 116-125);
- Measures to guarantee equivalent access and choice for end-users in contractual information and electronic communications services (Article 151 and other parts of Law 54/2024);
- New deadlines for the receipt and handling of subscriber complaints by undertakings and for the out-of-court/alternative dispute resolution procedures for subscribers by AKEP (Article 46);
- Rules and requirements for the inclusion in subscription contracts and the contract summary of additional information on real internet access speeds (Articles 177-179);

Following the legal amendments and the adoption of other by-laws adopted for the implementation of Law No. 54/2024. AKEP has prepared this document “Draft Regulation for the Protection of Consumers and Subscribers of Public Electronic Communications Services”, which will be the subject to public consultation with interested parties.

The Draft-Regulation aims to establish detailed rules for the implementation by undertakings of the obligations of Law No. 54/2024 related to end-user rights, transparency, contracts, availability of services, emergencies, accessibility and associated facilities/facilities for end-users, aiming to ensure a high level of transparency and protection for end-users, in particular consumers of electronic communications services.

Approval of the “Draft Regulation for the Protection of Consumers and Subscribers of Public Electronic Communications Services” after the public consultation process:

- will replace several by-laws adopted by AKEP in implementation of the previous law on electronic communications (Law 9918/2008):
 - *Regulation No. 49, dated 11.03.2021 “On the protection of consumers and subscribers of public electronic communications services”, as amended;*
 - *Regulation No. 27 dated 21.09.2012, “On the publication of information on tariffs and conditions of access and use of public electronic communications services”, as amended;*
 - *“Registration Forms for users of electronic communications services” approved by AKEP Steering Council Decision (SCD) No. 2422, dated 19.02.2004, amended by SCD No. 2692, dated 27.10. 2016, and all other provisions of these decisions.*
- will complement the new sub-legal framework already approved by AKEP, regarding the implementation by undertakings of obligations related to the protection of end users/consumers such as:
 - [“Regulation on establishing the contract summary template to be used by providers of public electronic communications services”, approved by SCD no. 1, dated 2.02.2026;](#)
 - [“Regulations on the manner of implementing Number Portability”, approved by SCD no. 2, dated 2.02.2026;](#)
 - *“Draft-Guidelines for the implementation of open internet rules” approved for public consultation by SCD no. 3, dated 2.02.2026,*

including other obligations set out in the “Regulations for the Implementation of the General Authorization Regime”, approved by SCD no. 10, dated 31.03.2026.

2. Structure of the Draft Regulation and the main changes compared to Regulation No. 49/2021 and Public Consultation Questions

AKEP, in this section, has described the structure of the document for public consultation “Draft regulation on the protection of consumers and subscribers of public electronic communications services” and the main changes from Regulation 49/2021, as well as other secondary legislation such as Regulation 27/2012, and the User Registration Forms approved by SCD no. 2422, dated 19.02.2004, which will be repealed upon the approval/entry into force of the new regulation (draft regulation after public consultation).

Chapter I “General Provisions” contains the purpose, subject and scope of the Regulation as well as definitions. Some of the definitions of Law 54/2024 have been included in the Draft-Regulation in order to clarify some key terms related to end-users, consumers and subscribers.

Chapter II “Requirements for subscription contracts” includes implementation rules for undertakings of the legal obligations related to the provision of pre-contractual information to the subscriber, the content of subscription contracts/contractual documentation, including the general terms and conditions of contracts and their publication, data for the identification and registration of end users/subscribers and their storage/administration, conditions for the provision of emergency services and calls to the unique European emergency number 112, detailed rules for the duration of contracts, conditions for their renewal, the fee/penalty for early termination of the contract, as well as special conditions for the protection of prepaid users in mobile and fixed networks, including in relation to the validity period of mobile top-ups.

The provisions in [Chapter II](#) of the Draft Regulation bring about a series of changes from the provisions in Chapters III and IV of Regulation 49/2021, which aim to reflect the new provisions of Law 54/2024 (including Articles 141, 143, 144 and Article 155), as well as clarifications regarding the constituent elements of the subscription contract/contractual documentation and the hierarchy of the contractual documents.

[Chapter III “Additional Measures for Cost Control”](#) contains several additional rules/obligations for undertakings regarding the measures they must take to enable cost control for consumers , including specific measures for notifications that mobile operators must send to subscribers during international roaming (in addition to the measures set out in the relevant decisions and acts of AKEP for roaming in the Western Balkans), as well as measures to avoid subscriber costs due to inadvertent roaming in border areas.

The definitions in Chapter III of the Draft Regulation contain some additions to the current definitions in Chapters III and IV of Regulation 49/2021, and have been drafted with the aim of reflecting the definitions of Law 54/2024 (including point 8 of Article 141).

[Chapter IV "Requirements for notifications by the undertakings to end users"](#) contains detailed rules for the implementation of obligations by the undertakings of the obligations for notifications that they must send to subscribers throughout the entire cycle of the contractual relationship with the subscriber, such as notifications regarding the confirmation of the conclusion of the contract, the activation of additional offers/packages, warning notifications for service restrictions in case of non-payment of the bill, notifications for changes to contractual conditions, as well as notifications and information on the termination of the contract and advice on the best tariffs for the subscriber.

The provisions in Chapter IV of the Draft Regulation are new (compared to Regulation 49/2021) and aim to achieve the most correct implementation by undertakings of the obligations of Law 54/2024 regarding notifications to subscribers, which constitute a very important element of transparency in the relationships of undertakings with their subscribers, especially consumers.

[Chapter V “Transparency and publication of information”](#) contains the provisions of Regulation No. 27, dated 21.09.2012, “On the publication of information on tariffs and conditions of access to and use of public electronic communications services”, as amended, which are also part of Chapter II of Regulation 49/2021. These provisions are proposed by AKEP to be included in this Draft-Regulation for the protection of the rights of electronic communications end-users, reflecting the provisions of Article 142 of Law 54/2024.

[Chapter VI “Billing systems requirements”](#) contains requirements aimed at ensuring that end-users of electronic communications are not overcharged and that they benefit from the services for which they are billed and pay, and that they adequately control how much they spend on the use of voice and data services. Operators of public communications services must allow their users to request verification and control of data on tariffs for the services provided and the specified/detailed bill for the services provided.

The provisions of Chapter VI of the Draft Regulation do not differ from Articles 20 and 21 of Regulation 49/2021.

Chapter VII “Measures to ensure equivalent access for persons with disabilities”, includes requirements for undertakings to establish specific policies and procedures for the treatment of persons with disabilities, including training of their staff, provision of pre-contractual information and the Contract Summary in appropriate formats, giving priority to the repair of faults in fixed networks. Obligations include measures for accessibility on operators’ websites such as compliance with the “Web Accessibility Initiative” and the creation of a dedicated section on the undertaking’s website for facilities provided for persons with disabilities.

The provisions in Chapter VII of the Draft Regulation do not have significant changes from Chapter V of Regulation 49/2021, except for some changes in the order of articles as well as the provisions that the implementation of obligations by operators to provide the Text Relay service that allows people with hearing and/or speech difficulties to make calls to other users through a keyboard or assistive devices, will be carried out based on the provisions of subsequent AKEP acts, or the relevant legislation on accessibility in Albania, which is in the process of being amended, with the aim of transposing the EU Directive 2019/882 on accessibility (European Accessibility Act).

Chapter VIII “Handling of subscriber complaints and dispute resolution” contains rules for undertakings regarding the handling of subscriber complaints, as well as the resolution by AKEP of subscriber disputes with undertakings, including references to the consumer protection law and relevant sub-legal acts that define AKEP as the authority responsible for Alternative Dispute Resolution (ADR) between consumers and users of electronic and postal communications services.

The provisions of Chapter VIII of the Draft Regulation contain several changes and additions compared to the provisions of Chapter VI of Regulation 49/2021, which aim to reflect the new provisions and deadlines of Law 54/2024 regarding subscriber complaints, as well as to address some of the problems encountered by consumers/subscribers regarding the handling of their complaints/requests by undertakings.

Chapter IX “Final Provisions” contains the acts that are repealed upon the entry into force of the draft regulation (after public consultation) which include Regulation No. 49, dated 11.03.2021 “ *On the protection of consumers and subscribers of public electronic communications services* ”, as amended, Regulation No. 27 dated 21.09.2012, “ *On the publication of information on tariffs and conditions of access and use of public electronic communications services* ”, as amended, as well as the “ *Registration Forms for users of electronic communications services* ” approved by AKEP Steering Council Decision No. 2422, dated 19.02.2016, amended by SCD No. 2692, dated 27.10. 2016.

Annexes 1-4

The Annexes included in the Draft Regulation constitute new, added elements that were not part of Regulation 49/2021 or other AKEP acts, except for the User Registration Forms, which are proposed to be amended in this Draft Regulation (Article 9/1 and Annex 4 of the Draft Regulation)

Annex 1 “Templates for General Terms and Conditions of Subscriptions Contracts” defines the minimum information elements that must be provided in the General Terms and Conditions (GTC) or standard subscription contracts, divided into:

(I) GTC for prepaid service and

(II) GTC for post-paid / subscription with monthly fee (post-paid/bill pay).

[Annex 2 “Templates for notification by undertakings to subscribers”](#) includes some notification templates to be used by electronic communications service providers for their notifications to subscribers regarding

(I) Notification on change of contract conditions;

(II) Notification of termination of the contractual period,

(III) Notification of information/advice on the best tariff/tariffs

[Annex 3 “Template for Express Consent from Micro, Small Enterprises and NPOs for Waiver of Rights as a Consumer”](#), sets out the model that AKEP proposes to be used by undertakings for obtaining express consent from end users of the Business category, which are micro, small enterprises or non-profit organizations, for waiving certain rights as a Consumer provided for in articles 141 and 144 of Law no. 54/2024.

[Annex 4 “Registration Form for Users of Electronic Communications Services”](#), contains the new form that AKEP proposes to be used by all undertakings for the registration of end users of electronic communications services, prior to activation of the service, in accordance with Article 155 of Law No. 54/2024.

The new Registration Form proposed by AKEP contains substantial changes from the current Forms approved by AKEP Steering Council Decision No. 2422, dated 19.02.2004, amended by SCD No. 2692, dated 27.10. 2016, including:

1. Usage of only 1 unique registration form by the all undertakings instead of 4 different registration forms used currently for: (1) mobile services users, (2) fixed telephony users, (3) users of internet access service from fixed networks and (4) users of the internet access service at internet cafés);
2. Simplification and reduction of the user's personal data elements used for registration, focusing on the user's Name and Unique Personal Number as the essential elements of identification of every individual in the Republic of Albania;
3. Reflection of technological changes/innovations, including eSIM, M2M, user identifiers in the mobile network (ICCID: Integrated Circuit Card Identifier) and in the fixed network (e.g., PPPoE username, client ID, ONT/Router ID)

In addition to the forms, AKEP proposes significant changes in the identification/verification process in Article 9/1 of the Draft Regulation, in order to reflect the provisions of Article 155 of Law 54/2024, including the possibility of electronic identification/verification of the end-user/subscriber using **eKYC** (*Electronic Know Your Customer*) processes, respecting the relevant legal and sub-legal provisions in the Republic of Albania, especially for electronic identification and trusted services.

3. Public Consultation process and questions

Interested parties are invited to provide comments and suggestions on the public consultation questions presented below, as well as on any other aspect related to the document “*Draft-Regulation on the protection of consumers and subscribers of public electronic communications services*”.

The public consultation questions are grouped according to the structure of the document and the main issues of particular interest in the context of the protection of consumers of electronic communications in

Albania. For further clarification on the provisions of the Draft-regulation and the proposed changes to the current regulation, parties may also refer to section 2 above.

Chapter I: Article 3 Definitions

1. What is your opinion regarding the definitions provided in the draft regulation, particularly regarding the terms *Subscriber*, *Post-paid Subscriber*, *Prepaid Subscriber*, *Durable Means* and *Express Consent*?
2. Do you think AKEP should add definitions for other terms used in the draft regulation? If so, which terms?

Chapter II: Requirements for subscription contracts

3. What is your opinion regarding the provisions on the content of the contract documentation and their order/priority (point 5 of Article 5)?
4. What is your opinion regarding the obligation for General Terms and Conditions (GTC) to be specific/separate for prepaid and post-paid subscribers/services, including for the respective GTC models in Annex 1 of the draft regulation?
5. What do you think about the provisions regarding the form/manner of providing pre-contractual information and the contract summary to the subscriber?

Chapter II: Requirements for information on “Monthly tariff” and “Information on change of monthly tariff”

AKEP, in points 2 and 4 of Article 7, has included as an element of pre-contractual information (part of the contract) and " Information on the change of the monthly fee" during the duration of the contract, information that must be expressed in monetary terms (Lekë), and not in percentage, as is currently the contractual clause of Indexation of the monthly fee or other fees with CPI (Consumer Price Index), which has caused concerns to various consumers in cases of its application by one of the main operators in the market. The CPI clause (inflation indexation) is present and applied in many EU countries. AKEP, through the definitions referred to above, based on the model applied by OFCOM (2024 and entered into force in 2025), proposes to prohibit the practice of CPI (inflation) indexation, which is a percentage indicator, and is not known at the time of conclusion of the contract by the subscriber, or even by the undertaking himself.

The new provisions do not prohibit the undertaking from increasing or providing for an increase in the monthly fee during the duration of the fixed-term contract, but these increases foreseen by the undertaking must be clearly stated in any contractual documentation and online publication of fees (current obligation), and must be expressed in Lek and not in percentage, including CPI (new obligation).

6. What is your opinion regarding the new provisions for Information on the change in the monthly subscription fee and the (indirect) prohibition of increases based on indexation with CPI?

Chapter II and Annex 4: End-Users Identification and Registration Forms

7. What do you think about the new provisions regarding end-user identification/registration and the possibility of using electronic means for the purpose of verifying the identity of end-users before activating the service?
8. What is your opinion regarding the User Registration Form proposed by AKEP in [Annex 4](#) of the Draft Regulation, in particular regarding?
 1. The use of 1 single registration form for all services and by all undertakings instead of the current 4 forms according to types of services and operators?
 2. The elements of the Form related to user identification as well as technical identifiers of the end-user on the network?

Chapter II: Special obligations for the provision of prepaid services (Articles 15 and 15/1)

Based on complaints/issues reported by consumers, prepaid users of mobile services and in some cases for fixed network services, AKEP has included 2 articles in the draft regulation with some additional rules based on the provisions of articles 154 and 119 of Law 54/2024. Regarding mobile services, AKEP has included the obligation that prepaid top-ups/credits:

- *with a monetary value of 500 lek (including VAT) or more have a validity period of no shorter than 3 months/90 calendar days;*
 - *with a monetary value of 2000 lek (including VAT) or more have a validity period of no shorter than 12 months/365 calendar days.*
9. What do you think about the provisions of Article 15 of the draft regulation, especially regarding the proposal for minimum terms of 3 and 12 months for top-ups with values of 500 and 2000 lekë?
 10. What is your opinion about the provisions in Article 15/1? Are these obligations reasonable?

Chapter III: Additional measures for cost control

11. What do you think about AKEP's proposals regarding notifications in Article 16 of the draft regulation, including service interruption after reaching the limit/100% usage of the service units included in the service bundle?

Chapter IV: Requirement for undertaking notifications to the subscriber

The provisions in Chapter IV of the Draft Regulation are new and aim the most correct implementation by undertakings of the obligations of Law 54/2024 regarding notifications to subscribers, which constitute a very important element of transparency in the relationships of undertakings with their subscribers, especially consumers.

12. What do you think about AKEP's proposals regarding the rules for notifications that the undertaking must send to the subscriber throughout the entire cycle of the contractual relationship, starting from confirmation of the conclusion of the contract to notification of its termination?
13. What do you think about the requirements for notification of annual information on best tariff advice in Article 26 of the draft regulation?
14. What is your opinion regarding the standard notification templates proposed by AKEP in Annex 2 of the Draft Regulation?

Chapter V: Transparency and publication the information

15. What do you think about AKEP's proposals regarding the rules for publishing tariffs and their notification in AKEP?

Chapter VII: Measures for equal access for persons/users with disabilities (PWDs)

16. What is your opinion on the proposed changes to the measures in Chapter VII of the draft regulation compared to Regulation 49/2021?

Chapter VIII: Handling of complaints and resolution of disputes

17. What is your opinion regarding the provisions of Article 52 on the handling by the undertaking of subscribers' requests for contract termination?

Interested parties are invited to provide comments and suggestions on the public consultation questions presented by AKEP in Section 2 “Amendments to the Draft Regulation with Regulation No. 49/2021 and Public Consultation Questions” of this Appendix, as well as on any other aspect related to the new Draft Regulation on “Protection of consumers and subscribers of public electronic communications services”.

In the comments/responses provided, parties are recommended to also include arguments for the responses/comments as well as suggestions for improving the document.

The public consultation process for the document “Draft Regulation for the protection of consumers and subscribers of public electronic communications services” will be carried out for a period of 30 days from the date of publication of the document on the AKEP website, and interested parties may send written comments to AKEP as follows:

- in written form to the address Electronic and Postal Communications Authority (AKEP), Rr. “Reshit Çollaku”, Tirana.
- in electronic form by email to the address info@akep.al.