Regulation on

"Protection of consumers and subscribers of public electronic communications services"

(Approved by the AKEP Steering Council Decision no. 20 of 29 October 2026)[1]

[1] The report on the public consultation on the Draft Regulation, which includes the comments and AKEP's position on the comments submitted on the draft regulation issued for public consultation from 28.04.2026 to 28.05.2026, has been published as a separate document on AKEP website: https://akep.al/konsultime/konsultime-te-perfunduara.

CHAPTER I

General provisions

Article 1
Purpose

This Regulation aims to establish detailed rules for the implementation by undertakings of the obligations under Law No. 54/2024, with the aim of ensuring a high level of transparency and protection of the rights of end-users of electronic communications services.

Article 2
Object and Scope

1. This Regulation sets the rules for the implementation by undertakings providing electronic communications networks and/or services of the obligations under Law No. 54/2024 related to:
   - pre-contractual and contractual information, including the conclusion, duration, modification, and termination of contracts;
   - transparency and the publication of information regarding tariffs and conditions for providing services;
   - notifications to end-users during the contractual relationship;
   - additional measures for expenditure control;
   - measures to guarantee equal access to services for end-users with disabilities;
   - the handling by undertakings of subscriber complaints and alternative dispute resolution between subscribers and undertakings.
2. The provisions of this Regulation are mandatory for all undertakings providing publicly available electronic communications networks and/or services in the territory of the Republic of Albania, depending on the type of service provided and the category of end-user/subscriber. For microenterprises, small enterprises and non-profit organisations, the provisions of Article 8 of this Regulation regarding the waiver of rights expressly provided for by law also apply.
3. In accordance with Article 137 of Law No. 54/2024, the provisions of this Regulation are not mandatory for microenterprises providing only number-independent interpersonal communications services, except where they also provide other electronic communications services.
   Microenterprises benefiting from the above-mentioned exemption shall inform end-users before the conclusion of the contract, clearly declare the exemption on their website and include it as a disclaimer of liability in the contract with the end-user

Article 3
Definitions

In addition to what is provided for in Law No. 54/2024 and other secondary legislation adopted for its implementation, for the purposes of this Regulation, the following terms shall have the following meanings:[2]

[2] The terms “user”, “end-user” and “consumer” have the same meanings as defined in Article 4 of Law No. 54/2024. For the purposes of this Regulation, end-users include consumers and non-consumer end-users, including enterprises and non-profit organisations.

"Subscriber" is an end-user belonging to the consumer category (individual) or the non-consumer/business category (business entity/enterprise or any type of entity) who has entered into a contract with an undertaking to receive one or more publicly available electronic communications services.[3]
"Subscriber/end-user belonging to the category of microenterprise, small enterprise or non-profit organisation" is a subscriber/end-user belonging to the non-consumer category who receives or seeks to receive electronic communications services on behalf of and for the account of the enterprise or organisation, and which is classified as a microenterprise or small enterprise under the legislation in force on micro, small and medium-sized enterprises[4], or as a non-profit organisation under the relevant legislation in force;
"Prepaid subscriber" is a subscriber who uses a prepaid tariff plan (Prepaid) for which the subscriber pays through the undertaking's prepaid billing systems, which enable prepaid charging based on usage per unit of service[5] or prepaid charging for a service package/service in accordance with the relevant contractual terms and conditions.
"Post-paid subscriber" is a subscriber who uses a periodic billing (Bill Pay) tariff plan, for which the subscriber pays for the service based on the periodic/monthly invoice issued by the undertaking for the service tariff and/or its use, in accordance with the relevant contractual terms and conditions.[6]
"Contractual commitment period"[7] is the minimum period specified in the contract between the undertaking and the subscriber, during which the subscriber commits to remain in a contractual relationship to receive the agreed services, and the Undertaking/Service Provider is obliged to provide them in accordance with the terms of the contract. This period begins on the effective date of the contractual commitment and ends on the date specified in the contract, and may not exceed the respective time limits referred to in Article 144 of Law No. 54/2024 and this Regulation.
"Pre-contractual Information" means the (complete) contractual information made available to the end-user by the service provider before the conclusion of the contract, in accordance with the requirements of point 1 of Article 141 and Article 180 of Law No. 54/2024 and this Regulation.
"Contract summary" is the document containing summary pre-contractual information made available to the end-user by the service provider before the conclusion of the contract, in accordance with the requirements of points 5 and 6 of Article 141 of Law No. 54/2024 and according to the model and in compliance with the requirements of the AKEP Regulation On establishing the Contract Summary Template approved by the Steering Council Decision No. 1, dated 02.02.2026.
"General/standard terms and conditions" are the terms and conditions for the provision of the service that apply generally to a category of users or to the public (also referred to as standard terms and conditions/standard or contract);
"Monthly subscription fee" means the amount that a subscriber with a post-paid tariff plan is obliged to pay at regular/monthly intervals to the electronic communications service provider for the services and/or facilities included in the subscription contract, excluding any charges for additional usage or additional services/facilities that are charged separately.

[3] For the purposes of this Regulation, the term "subscriber" identifies the party to the contractual relationship with the undertaking and is not the same as the term "user" or "end-user". The rights and obligations in the contractual relationship apply to the subscriber as a party, unless otherwise expressly provided for in this Regulation.
[4] Law No. 43/2022 "On the Development of Micro, Small and Medium-sized Enterprises
[5] Known as PAYG (Pay As You Go).
[6] The invoice may include charges payable in advance for the current billing period, charges payable after the use of the service, or a combination thereof. Postpaid tariff plans also include hybrid tariff plans (postpaid + prepaid).
[7] In Law No. 54/2024, also referred to as the duration of the contract (fixed-term) or the initial contract term. Termination of the contract before the end of the contractual commitment period may result in an obligation to pay a fee or compensation for early termination (ETF), only in the cases and to the extent permitted by Law No. 54/2024 and this Regulation.

“Information on the change of the monthly subscription fee” means the information that must be provided to the subscriber if the monthly subscription fee changes during the commitment period/fixed-term contract period, and which includes at least: a) the changed monthly subscription fee(s), expressed in lek (ALL); and b) the date from which any such change to the monthly subscription fee takes effect.

“Early termination fee/compensation (ETF)” is the payment that a post-paid subscriber may be obliged to make, according to the terms of the contract and in accordance with Law No. 54/2024 and this Regulation, when the subscriber terminates the contract before the end of the contractual commitment period.[8]

“Complaint handling procedure” 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.

“Commission for Alternative Dispute Resolution-KZAM” is the relevant structure within AKEP, established by Order of the Chairperson of the Steering Council, for the resolution of disputes between end-users, including consumers, and providers of public electronic communications networks and/or services (hereinafter referred to as undertakings), in accordance with the provisions of Article 46 of Law No. 54/2024 and this Regulation.

“Durable medium” means any medium that enables the recipient of the information (the consumer/end-user or undertaking) to store information personally addressed to them, so that this information is accessible for future reference for a period of time appropriate to the purpose of the information, and allows the unchanged reproduction of the stored information.[9]

"Express consent" is the clear, active, and verifiable expression of the subscriber's will to enter into the contract or accept an action or contractual condition, after the subscriber has been given the necessary information to make an informed decision.[10]

“Electronic Subscriber Identification (eKYC)” is the process of electronic identification and verification of the subscriber's identity, including remote identification, through means and procedures permitted by the legislation in force.

Article 4
General Principles

1. Undertakings are required to ensure that the information provided to end-users is:
   a) clear, accurate and understandable;
   b) complete and not misleading;
   c) easily accessible and free of charge.
2. Information must be provided at an appropriate time so that the end-user can make an informed decision before the conclusion of the contract.
3. Any change in contractual terms or tariffs must be communicated transparently and in accordance with the requirements of this Regulation.
4. Undertakings must ensure that the information published and communicated is reliable and verifiable

[8] Contracts for prepaid tariff plans (Prepaid) do not include a minimum commitment period or an early termination fee (ETF) for the prepaid subscriber.

[9] A durable medium may include, among others, a paper document, email, SMS or another electronic medium, including the undertaking's application or portal for the subscriber (customer portal/app), provided that the manner in which it is used meets the conditions set out in this definition.

[10] Express consent may be given by physical signature or through electronic means or other means of distance communication, in accordance with the legislation in force and the requirements of this Regulation. Silence, inaction or lack of objection by the subscriber do not constitute express consent. The undertaking must be able to prove that consent was given and demonstrate its content.

CHAPTER II

Requirements for Subscription Contracts

Article 5
Subscription Contract and Contractual Documentation

1. The rights and obligations in the relationship between the undertaking/provider of public electronic communications services and the subscriber are governed by their mutual contract (Subscription Contract), the provisions of which must comply with Law No. 54/2024, the secondary legislation adopted for its implementation, including this Regulation, as well as other applicable legislation, particularly consumer protection legislation for subscribers belonging to the consumer category.[11]
2. The Subscription Contract may consist of one or more documents, which together form the contractual agreement between the undertaking and the subscriber. The contractual documentation includes, as applicable:
   a) The General Terms and Conditions of the Contract (GTC) or the standard terms and conditions of the contract, applicable to the service and the relevant subscriber category;
   b) The List of Standard Service Tariffs, which contains the applicable standard tariffs for the services and the corresponding tariff plan, including out-of-package tariffs and all other applicable tariffs;
   c) The Contracted Tariff Plan, which identifies the service/services and the tariff plan chosen by the subscriber, their main characteristics, applicable tariffs and economic conditions, including any discount, promotion or individually negotiated or personalised conditions;
   d) Specific conditions of additional services, equipment, promotions and usage policies, where applicable, including cases of integrated packages;
   e) The Contract/subscription form or the relevant document for the conclusion of the agreement, which identifies the parties and the contracted services;
   f) The Contract Summary in accordance with AKEP Regulation on establishing the Contract Summary Template, approved by AKEP Steering Council Decision No. 1, dated 02.02.2026.
3. Contractual documentation may include standard documents applicable to all subscribers or to specific categories of subscribers, services or tariff plans, as well as individual documents identifying the specific terms of the agreement with the subscriber. Information on the Contracted Tariff Plan may be included in the Contract Form or in a separate document.
4. Complete pre-contractual information is provided to the consumer through the documents specified in point 2, letters “a”, “b” and “c”, as well as letter “d”, where applicable, of this Article. These documents, taken together, must contain all the pre-contractual information required in accordance with Article 141, point 1, and Article 180 of Law No. 54/2024, consumer protection legislation and this Regulation, to the extent that it relates to the relevant service and offer.
5. Complete pre-contractual information and the Contract Summary constitute an integral part of the Subscription Contract, in accordance with Article 141, point 7, of Law No. 54/2024, and may not be modified unless the parties expressly agree otherwise, while complying with the legal provisions concerning the modification of contractual terms and conditions. The other requirements regarding their content and the manner in which they are provided are specified in Articles 6 and 7 of this Regulation.
6. The undertaking clearly identifies in the General Terms and Conditions (GTC) the documents that constitute the Subscription Contract and informs the subscriber of the documents applicable to the specific agreement, including the title, version and date of entry into force of the relevant standard

[11] Law No. 9902, dated 17.04.2008, “On Consumer Protection”, as amended, is currently in force and is in the process of being amended as part of the alignment with the relevant EU legislation.

documents. The standard documents are published on the undertaking's website, in accordance with the requirements of Article 9 of this Regulation.

7. The documents constituting the Subscription Contract must be clear, understandable, consistent with one another and must not contain contradictory terms. Specific or individual terms may not be used to circumvent the application of standard terms to the detriment of the subscriber, to restrict the subscriber's rights or to impose obligations contrary to the legislation in force. In contracts with consumers, in case of doubt as to the meaning of a contractual term, the interpretation shall be made in favour of the consumer, in accordance with the legislation in force on consumer protection. Terms that are not applicable to the relevant service or subscriber category do not create obligations for the subscriber.
8. In cases where the undertaking provides additional services, promotional offers or third-party services accompanied by specific terms and conditions, these terms and conditions must be clear and distinguishable from the general terms and conditions of the contract. The undertaking informs the subscriber, before their acceptance, of the applicable terms and conditions, tariffs, duration, conditions for activation, renewal and deactivation, where applicable, as well as the responsibilities of the parties, without prejudice to the subscriber's rights under Law No. 54/2024 and the Subscription Contract.

Article 6
Pre-contractual Information and Contract Summary

1. Before concluding the Subscription Contract or accepting a corresponding offer, undertakings providing publicly available electronic communications services, with the exception of transmission services used for the provision of machine-to-machine (M2M) services, shall provide the end-user belonging to the consumer category with the complete pre-contractual information required under Article 141 of Law No. 54/2024, consumer protection legislation and this Regulation, to the extent that this information relates to the service offered..
2. Pre-contractual price information must clearly and prominently include the "Monthly Subscription Fee" that the consumer will pay, including any anticipated change to it **"**Information on the change of the monthly subscription fee**",** where applicable during the contractual commitment period. The monthly subscription fee and any anticipated change to it must be specified in monetary amounts, in lek, including VAT, specifying the relevant period of application.
   Contractual terms that provide for automatic changes to the monthly subscription fee, expressed as percentages or linked to variable indices, including the Consumer Price Index (CPI), are not permitted where the monetary value of the future tariff has not been determined at the time of conclusion of the contract.
3. The Contract Summary contains the main information of the specific agreement with the consumer, in accordance with Article 141, point 5, of Law No. 54/2024 and the relevant AKEP Regulation, approved by AKEP Steering Council Decision No. 1, dated 02.02.2026. It must reflect the specific economic terms of the agreement, including price information in accordance with point 2 of this Article, in compliance with the requirements of the relevant model. The Contract Summary does not replace the complete pre-contractual information.
4. The provisions of this Article also apply to end-users who are microenterprises, small enterprises or non-profit organisations, except where they have given their express consent to waive the relevant rights, to the extent permitted by Article 141, point 4, of Law No. 54/2024 and in accordance with Article 8 of this Regulation

Article 7
Method of Providing Pre-contractual Information, the Contract Summary and the Contract conclusion

1. Undertakings shall make the complete pre-contractual information and the Contract Summary available to the consumer, free of charge, before the conclusion of the Subscription Contract or acceptance of the relevant offer, in accordance with Article 141 of Law No. 54/2024 and Article 6 of this Regulation.
2. Complete pre-contractual information is provided through a durable medium or, where this is not possible, through an easily accessible and downloadable document. In the latter case, the undertaking sends the consumer the electronic link for accessing and downloading the document via a durable medium, such as SMS, email or another suitable means, and informs the consumer of the importance of retaining the document for future reference.
3. The method of providing pre-contractual information is determined by taking into account the nature of the contractual documents, as follows:
   a) The General Terms and Conditions of the Contract (GTC), the List of Service Tariffs and other standard documents published in accordance with Article 142 of Law No. 54/2024 may be made available through the electronic link referred to in point 2 of this Article, where the legal conditions for using this method are met.
   b) The Contracted Tariff Plan, in accordance with Article 5, point 2, letter "c", as well as the documents containing the specific terms of the agreement with the consumer, are provided directly to the consumer on a durable medium, regardless of whether the relevant terms are standard, promotional or individually negotiated. These documents must enable the storage and unchanged reproduction of the information.
4. The Contract Summary is provided to the consumer before the contract is signed, in accordance with the requirements of Article 141 of Law No. 54/2024 and the relevant AKEP Regulation. Where, for objective technical reasons, the Contract Summary cannot be provided at that moment, it shall be provided to the consumer without undue delay, and the contract shall enter into force only after the consumer has received the Contract Summary and has confirmed the express consent previously given to enter into the contract.
5. In cases where the consumer signs the contract at the undertaking's commercial centres or points of sale, the consumer shall be provided, free of charge, in printed format or, with their express consent, in electronic format via a durable medium, with the following:
   a) The Contract Summary, before the contract is signed, except in the case provided for in point 4 of this Article;
   b) The Contract Form and the Contracted Tariff Plan, in accordance with Article 5, point 2, letters "e" and "c", of this Regulation, during or immediately after the formalisation of the contract.

   The Contract Form is used to formalise the agreement and identify the parties. The completion and delivery of its final copy may take place during or immediately after the contract is signed, provided that the information and terms and conditions required to be provided to the consumer before signing the contract have been included in the pre-contractual information and the Contract Summary.
   Where the Contracted Tariff Plan is included in the Contract Form, its delivery as a separate document is not required. Information on the tariff plan and the specific terms and conditions of the selected offer must have been provided to the consumer before giving consent to sign the contract.
   Standard contractual documents are made available in accordance with points 2 and 3 of this Article.

6. Where contracts are signed remotely or outside the undertaking's business premises, undertakings shall comply with the specific requirements of consumer protection legislation, including the provision of information on the consumer's right to withdraw from the contract within 14 calendar days, subject to the conditions and exceptions provided for in that legislation. In such cases, the requirements of the legislation on electronic commerce, electronic identification and trust services (Law No. 51/2026), the requirements of Law No. 54/2024 concerning the identification and registration of subscribers, as well as the legislation on personal data protection (Law No. 124/2024), shall also apply.

   Where contracts are made by telephone, the undertaking shall send the consumer the offer and contractual information, including the Contract Summary, via a durable medium. The consumer shall be bound only after signing the offer or sending their written consent, in accordance with consumer protection legislation and the requirements of this Article.

7. Except in the case provided for in point 4 of this Article, the Subscription Contract is considered legally established and enters into force only after the consumer:
   a) has received the complete pre-contractual information and the Contract Summary; and
   b) has given express consent to enter into the Subscription Contract.
8. The undertaking shall retain documented evidence of the provision of pre-contractual information and the Contract Summary, as well as of the consumer's express consent to enter into the contract and, where applicable, the consumer's confirmation of that consent. Such evidence may include signed documents, electronic confirmations, voice recordings or other appropriate means, in accordance with applicable legislation.
9. Upon request by the end-user, pre-contractual information and the Contract Summary shall be provided in a format accessible to persons with disabilities, in accordance with the provisions of Chapter VII of this Regulation.

Article 8
Waiver of Certain Rights by Micro-enterprises, Small Enterprises and Non-profit Organisations

1. End-users that are micro-enterprises, small enterprises or non-profit organisations shall enjoy the rights provided for in Articles 141, 144 and 147 of Law No. 54/2024, in the cases and to the extent specified in those provisions, unless they have given their express consent to waive certain rights, in accordance with Article 141(4), Article 144(5) and Article 147(4) of that Law.
2. Before obtaining consent, the undertaking shall inform the end-user of the rights they may waive and the corresponding consequences. Consent must be express and informed, and must identify the specific rights being waived. General acceptance of the contract or the General Terms and Conditions (GTC) does not, in itself, constitute express consent to waive rights.
3. Consent shall be documented and retained by the undertaking, which must be able to demonstrate that consent has been given. Consent may be obtained in writing or through electronic means that allow it to be documented.
4. In the absence of express consent that can be demonstrated by the undertaking, the end-user shall retain the relevant rights provided for by law.
5. For the purpose of documenting consent, the indicative template set out in Annex 2 to this Regulation, or another equivalent form that meets the requirements of this Article, may be used. A copy of the consent document shall be made available to the end-user via a durable medium.

Article 9
Format, publication, and administration of the General Terms and Conditions of the Contract

1. Undertakings providing internet access services and publicly available interpersonal communications services shall publish on their websites the General Terms and Conditions of the Contract (GTC) applicable to the services they provide, in accordance with Article 142 of Law No. 54/2024. The GTC shall be published in a section that is easily accessible and identifiable by end-users.

   1/1. Undertakings shall ensure that the GTC and any amendments thereto are published no later than the date on which they become applicable. Where amendments to the GTC are intended to apply also to existing contracts and constitute changes to contractual terms, publication shall take place before the amendments enter into force, in compliance with the time limits and requirements for prior notification of subscribers, in accordance with Article 144 of Law No. 54/2024 and the relevant provisions of this Regulation.

   The publication of a new version of the GTC shall not, in itself, result in changes to the terms of existing contracts unless the legal and contractual requirements for such changes are complied with.

2. The GTC must be clear, understandable, well-structured and easy to read. The following information must be included at the beginning of the document:
   a) the name of the undertaking and identification of the service or category of services to which the GTC apply;
   b) the version number or identifier and the date of entry into force;
   c) information on the possibility of obtaining the document in a format accessible to end-users with disabilities, as well as the means of contacting the undertaking for this purpose.

   For services provided through payphones or other means of shared access, the undertaking shall ensure that essential information on tariffs and conditions of use of the service is accessible to users in a manner appropriate to the conditions under which the service is provided.
3. Undertakings providing electronic communications services over mobile networks, on both a prepaid and post-paid basis, shall be required to prepare and publish separate GTC for each of these service categories.

   For other electronic communications services, the GTC must clearly distinguish the applicable terms and conditions according to the type of service and, where applicable, the category of subscriber. In the case of bundles that include other services, including IPTV, the relevant terms and conditions may be included in the same GTC document, provided that the terms and conditions applicable to each service are clearly identified.

   Terms and conditions that do not apply to the relevant service or subscriber category must not create ambiguity regarding the subscriber's rights and obligations and must be clearly distinguishable from the applicable terms and conditions.
4. The General Terms and Conditions of the Contract (GTC) shall contain the standard terms and conditions governing the contractual relationship between the undertaking and the subscriber, according to the nature of the service and the category of subscriber to which they apply, including, where applicable, the conditions for the activation and use of the service, the rights and obligations of the parties, the duration and termination of the contractual relationship, billing and payment terms, measures in the event of non-payment, changes to contractual terms, restriction or interruption of the service, handling of complaints and resolution of disputes.

The GTC must comply with the requirements of Law No. 54/2024 and this Regulation, as well as with the other documents constituting the Subscription Contract.

5. Undertakings shall retain a record of previous versions of the GTC, including the complete document, the version identifier and the period during which each version was in force. This record must enable the identification of the GTC applicable to contracts signed during different periods. Previous versions shall be made available to AKEP upon request, as well as to subscribers in relation to the terms and conditions that were applicable to their contracts.
6. The font used in the GTC and in all contractual documentation must ensure that the text is easily readable. For printed documents, the font size must be at least 10 points. Documents in electronic format must be easily readable and accessible.
   The GTC must be concise, well-structured and of reasonable length, avoiding unnecessary information or repetition.[12]
   Electronic links to the relevant documents may be used for detailed technical or supplementary information, provided that essential information on the rights and obligations of the parties is included in the GTC and that the accessibility of information for subscribers is not compromised.
7. Undertakings shall notify AKEP of the initial publication of the GTC and any subsequent amendments thereto by sending the relevant document, its effective date and the electronic link to its publication on their website to info@akep.al. The notification shall be submitted no later than the date of publication of the document or the relevant amendment.
8. The undertaking shall be responsible for the drafting, content and publication of the GTC, as well as for ensuring their compliance with the legislation in force. Notification or submission of the GTC to AKEP shall not constitute approval or confirmation of their compliance with legal and regulatory requirements
9. AKEP, in the exercise of its legal powers, shall have the right to request contractual documentation and relevant information from undertakings, as well as to require changes to the published information where it identifies non-compliance with legal and regulatory requirements.

Article 10
Identification Details of the Undertaking and the Subscriber

1. For the identification of the parties to the contractual relationship, the Subscription Contract documentation shall contain at least the following information:

   1.1. For the undertaking:

   a) the name and official address (registered office), as registered with the National Business Centre (QKB), and the Tax Identification Number (NIPT), as well as information confirming that the undertaking is registered in the AKEP Register under the General Authorisation (GA) regime for the services covered by the contract;
   b) the trade name of the undertaking, if different from the name registered with the National Business Centre (QKB);
   c) the undertaking's contact details for subscriber information and complaints: telephone number, postal address and the address of the undertaking's official website, including the electronic link to the section dedicated to subscriber complaints.

   1.2. For the subscriber:

[12] AKEP recommends that the GTC for prepaid mobile services should not exceed 3 A4 pages, while the GTC for postpaid mobile services, including fixed network services with integrated packages comprising IAS, telephony and IPTV, should not exceed 5 A4 pages.

- the name and address of the subscriber;
- the Unique Personal Identification Number (NUP) of the subscriber, where the subscriber is a natural person/individual, or the Tax Identification Number (NIPT), where the subscriber is an entity registered as a business, whether a natural or legal person, as applicable;
- the physical address where the subscriber's terminal equipment will be connected to the fixed public network (applicable only to services provided over fixed networks: internet access and number-based interpersonal communications services provided at a fixed location);
- the email address and/or mobile telephone number, or another durable means of communication, declared by the subscriber for receiving notifications and contractual documentation, including invoices, where applicable.

2. The identification details of the undertaking and the subscriber specified in points 1.1 and 1.2 of this Article shall be included in the Contract Form or the relevant document used to formalise the agreement, regardless of the designation used by the undertaking, ensuring clear identification of the parties to the contractual relationship. The undertaking's contact details, as specified in point 1.1, must also be included in the GTC, ensuring that they are easily accessible to the subscriber.

Article 11

Recording, Storage and Management of User Data

Registration

1. Pursuant to Article 155 of Law No. 54/2024, every undertaking providing electronic communications networks and/or services shall be required to register the data of end-users, including subscribers with Subscription Contracts (periodic/monthly billing) and users/subscribers of prepaid services, in accordance with the minimum requirements and elements specified in the Registration Form set out in Annex 3 of this Regulation.
2. The identification of the end-user and verification of their identification details, for registration purposes pursuant to Article 155 of Law No. 54/2024 and Annex 3 to this Regulation, shall be carried out by the undertaking through physical verification and/or electronic means. Where electronic means are used, the undertaking shall ensure that the identification, verification and electronic signature process, where applicable, complies with the relevant legislation in force on electronic identification and trust services in the Republic of Albania (Law No. 51/2026, “On Electronic Identification, Trust Services and the Digital Identity Wallet”), as well as with personal data protection legislation (Law No. 124/2024, “On the Protection of Personal Data”).
3. The activation of a service for use by the end-user shall not be permitted before completion of the identification and registration required by law. This restriction shall not prevent preparatory technical activities that do not enable the use of the service.
4. The registration process must ensure a verifiable link between the registered end-user/subscriber, the relevant service and the service identifiers, including technical identifiers managed within the undertaking's systems, as well as the ability to identify the user/subscriber through these identifiers.
5. In the case of mobile numbers included in collective contracts with business subscribers, where individual end-users have a contractual relationship or are billed individually for the service, the undertaking shall ensure the identification and registration of these users and their association with the respective numbers, in accordance with Annex 3 of this Regulation. Registration under a collective contract shall not prejudice the rights granted to individual end-users under Law No. 54/2024, including the right to number portability, subject to the conditions and procedures laid down in the relevant regulation.

6. The Registration Form set out in Annex 3 to this Regulation may be integrated into the Subscription Contract Form or the relevant contractual document. In such cases, common data need not be duplicated, provided that the consolidated document contains all mandatory registration data, enables the identification and verification of the end-user, and meets the requirements for data confirmation and management under this Regulation.

Storage and Management of Registration Data

7. Undertakings providing electronic communications networks and/or services are required to retain the end-user's registration data collected in accordance with Annex 3 to this Regulation, ensuring that such data are stored securely, are complete and are kept up to date. Undertakings shall ensure that registration data are accessible and can be efficiently searched for verification purposes and cooperation with competent authorities. Registration data shall be made available to the competent authorities in accordance with the legislation in force and the relevant legal procedures.
8. Undertakings shall ensure the integrity, confidentiality and protection of registration data through appropriate technical and organisational measures, in accordance with the legislation in force on personal data protection (Law No. 124/2024) and the security of electronic communications networks and services.
9. Registration data shall be retained for the duration of the contractual relationship and, following its termination, only for as long as required or permitted by the legislation in force, in compliance with the relevant processing purposes, retention periods and restrictions, including the provisions of Article 160 of Law No. 54/2024 and personal data protection legislation.

Article 12
Description of services and quality of service

1. As part of the information on the services provided and their quality, the undertaking shall include in the GTC/Subscription Contract a description of the service(s) covered by the contract, in particular the information required under Article 180, points 1(a) and 2(a), of Law No. 54/2024, depending on the type of service(s) provided, including the following elements:
   a) the name of the product (offer or tariff plan), enabling it to be identified and distinguished from other products offered by the undertaking;
   b) the payment method for the services, whether prepaid, post-paid or a combination thereof;
   c) the services included in the offer/tariff plan (i.e., stand-alone services, an integrated package (bundle), and the components included in the package);
   d) the extent to which the product and service are designed for end-users with disabilities, where applicable;
   e) a reference, through a link to the undertaking's website, to the published mobile network service coverage area;
   f) for bundled packages, the quantities of service units included in the tariff package, such as calls, SMS, data, roaming services, etc., as well as any applicable fair use policy;
   g) the audio-visual content included in the package, where applicable, identifying the name and type of TV package, the number and list of TV channels included, or a reference to the undertaking's website where the updated channel list is published. The information shall include explanations regarding the possibility of changes to the channel list during the term of the contract, including cases where such changes depend on third-party content providers, as well as the method of notifying the subscriber and the subscriber's rights in the event of changes to or reductions in the channels included in the package, in accordance with the contractual terms and the legislation in force;
   h) the types of maintenance services and customer support services provided;

i) non-electronic communications services, where applicable, such as cloud services, terminal equipment included in the tariff package, such as a telephone handset, modem or router, as well as any restrictions on their use, etc;
j) for mobile networks, information on roaming services, including how they are activated, used and charged, as well as information on regulated roaming services under the relevant AKEP decisions, control of roaming expenditure through financial and/or volume limits and the cut-off mechanism, and protection against inadvertent roaming in border areas within the territory of Albania;
k) information on access to emergency services, the transmission of caller location information and the relevant limitations, as specified in Article 13 of this Regulation.

2. As part of the information on the main characteristics of each service provided, providers of publicly available electronic communications services, other than transmission services used for the provision of machine-to-machine (M2M) services, shall also include the minimum quality of service levels offered, such as the time required for initial connection, fault repair time and, where appropriate, other quality parameters guaranteed by the service provider, in accordance with the relevant AKEP regulation on quality of service indicators (Regulation No. 16, dated 16.04.2010), [13] as well as the arrangements for compensating and reimbursing subscribers where the contracted service does not meet the quality level specified in the contract.
   The undertaking shall include in the contractual documentation (GTC) the relevant link to the quality-of-service indicators published on its official website, in accordance with the applicable AKEP acts/regulations on quality-of-service indicators.
   Where the undertaking does not provide or guarantee a minimum quality of service level, except in the case of internet access services and publicly available telephone services, this must be clearly stated in the information concerning the service provided.
3. In addition to the information specified above, providers of internet access services shall include in the contractual documentation/Subscription Contract the information required under Article 178, points 1(a)–1(d), of Law No. 54/2024 and the AKEP Guidelines on Implementation of Open Internet Rules, including information on the remedies available in the event of a discrepancy between the contracted and actual speeds on fixed networks (minimum, normally available and maximum speeds), such as switching to a tariff plan or service package more appropriate to the fixed broadband speed, a monthly discount, early termination of the contract without penalty for the subscriber, compensation for the subscriber, rectification of the performance discrepancy, or a combination of these remedies.

Article 13
Access to Emergency Services and Caller Identification and Location Information

1. Undertakings providing number-based interpersonal communications services shall include in the Subscription Contract/General Terms and Conditions of the Contract (GTC) governing the use of these services explanations concerning access to emergency services, caller identification and caller location information, and any limitations relating to the latter, in particular the following:
   1) Subscribers may make calls to the single European emergency number 112 and other emergency numbers, free of charge and without the use of any means of payment, at any time and from any telephone device, including where their publicly available telephone service has been restricted or temporarily suspended due to non-payment or failure to comply with other contractual terms.
   2) Providers of publicly available telephone services that provide access to a public electronic communications network through IP-based platforms, where the telephone device is connected

[13] Regulation No. 16, dated 16.04.2010, “On Quality-of-Service Indicators "

directly to a router/modem and the fixed telephone service operates exclusively through broadband internet access, shall explain that the telephone service and calls to emergency numbers function only through access to the modem/internet, and that, in the event of a power outage or loss of internet access, the subscriber will be unable to use the telephone service, including making calls to emergency numbers.

3) *For every call to emergency numbers, the operator/service provider shall automatically transmit the subscriber's Calling Line Identification (CLI) to the competent emergency authorities handling such calls. CLI information shall also be transmitted automatically where the subscriber has chosen or activated Calling Line Identification Restriction (CLIR).*
4) *For every call to emergency numbers, **particularly 112 and 127**, the operator/service provider shall transmit caller location information to the competent emergency authorities handling such calls, as follows:*
    a. *For calls originating from fixed public networks, the address of the subscriber associated with the fixed telephone number shall be transmitted or used, based on the subscriber information held by the service provider. This information must be as accurate as possible, and any change in the subscriber's address shall be reflected in the relevant records and communicated to the authorities responsible for handling emergency calls.*
    b. *For calls originating from mobile networks, the mobile operator shall automatically transmit information on the caller's location to the relevant emergency services platform:*
        i. *Based on network-based information, through identification of the network cell from which the call originates and, where possible, the coverage radius of the relevant cell;*
        ii. *Where technically feasible, depending on the type/model of mobile device, also based on handset-derived location information, such as Advanced Mobile Location (AML) or Emergency Location Service (ELS). This information shall be transmitted automatically by the mobile device via SMS when a call is made to an emergency number.*
5) *Caller location information, including the calling number, received by emergency service authorities shall be used and processed by those authorities in accordance with national legislation on personal data protection and applicable security measures.*

2. Calls to emergency numbers, together with calling number and caller location information, shall be transmitted to the relevant Public Safety Answering Point (PSAP) platform at no additional cost to the emergency service authorities and free of charge to the subscriber.
3. The above provisions concerning the transmission of caller location information shall apply where such transmission is also technically supported and enabled by the platforms of the emergency service authorities responsible for receiving and handling calls/communications to emergency numbers.

Article 14
Information on Tariffs and Payment Methods

1. The service provider shall include in the contractual documentation clear and comprehensive information on the tariffs and financial terms applicable to the contracted services, through the Contracted Tariff Plan and/or the Standard Service Tariff List, in accordance with Article 5 of this Regulation. This information shall include, in particular, the information required under Article 180, points 1(b) and 2(b)(i–vii), of Law No. 54/2024, depending on the type of service(s) provided, and, where applicable:
    a) installation and activation charges, the recurring monthly subscription fee during the contractual commitment period, and the applicable fee following the expiry of that period, where different;

b) the duration of any discounts or promotional offers, where applicable, and the tariffs applicable after their expiry;
c) the tariffs for services not included in the contracted package and the tariffs per unit of consumption once the units included in the package have been exhausted, where applicable;
d) late payment interest and penalties applicable in the event of delayed payments, including the relevant rate, the basis and method of their calculation, in accordance with Article 17 of this Regulation;
e) the possibility of carrying over unused units from the package to the following billing period, where applicable;
f) the terms and tariffs, where applicable, for after-sales services, maintenance and communications with customer support;
g) the price of terminal equipment included in an integrated package and the method of payment, where applicable, as well as the prices of the individual components of the package where they are also sold separately;
h) the method of payment for services, whether prepaid, post-paid or a combination thereof;
i) any advance payment or financial guarantee required from the subscriber, including the conditions governing its use and refund;
j) the tools and facilities provided to ensure billing transparency and enable subscribers to monitor their service consumption levels;
k) the means of accessing up-to-date information on the applicable tariffs.

For detailed lists of applicable standard tariffs (point (k) above / Article 180, point 2(b)(viii), of Law No. 54/2024), such as call tariffs to different destinations or roaming tariffs, as well as other tariffs applicable during and upon termination of the contractual relationship, the individual contractual documentation may include a reference or direct electronic link to the relevant tariff list published on the undertaking's website. This shall not affect the obligations to provide information on the tariffs and financial terms of the contracted plan, or to notify changes to contractual terms in accordance with the legislation in force.

2. Information on tariffs in the contractual documentation must be clear and comprehensive. For consumer subscribers, tariffs shall be expressed in Albanian lek (ALL) and shall include VAT.
3. Information on tariffs for services provided over mobile networks shall also include tariffs for international roaming services, including regulated roaming tariffs in Kosovo and the Western Balkan countries (or in the EU), as well as information on the conditions governing their use and any applicable fair use policies.

   The information shall also include measures for controlling roaming expenditure through financial and/or volume limits, as well as the service cut-off mechanism upon reaching the specified limit, in accordance with the relevant AKEP decisions.

   The General Terms and Conditions of the Contract (GTC) shall specify the automatic financial limit for roaming expenditure of **ALL 5,000 excluding VAT (ALL 6,000 including VAT)**, applicable to roaming in all countries, as well as the subscriber's right to select a different financial limit, in accordance with the relevant AKEP decisions.
4. Notes accompanying tariffs must be clear and shall include explanations of billing units and any applicable fair use policies for services.
5. The General Terms and Conditions of the Contract (GTC) shall include information on the methods and deadlines for payment of services, the restrictions and/or penalties applicable in the event of late payment, and the manner in which the subscriber will be notified in advance. Before applying service restrictions and/or penalties, the undertaking shall send the subscriber a warning notice within a

reasonable period and through a durable means of communication, in accordance with the provisions of this Regulation.

Article 15
Contract duration, renewal, modifications and termination

Contract Duration

1. Pursuant to Article 144(1) of Law No. 54/2024, contracts between undertakings and subscribers in the consumer category for the provision of publicly available electronic communications services, other than number-independent interpersonal communications services and transmission services used for the provision of machine-to-machine services, shall not have an initial term/minimum duration (commitment period) exceeding 24 months. Furthermore, the undertaking's conditions and procedures for terminating the contract shall not hinder or discourage consumer subscribers from switching service providers.
   1.1 In accordance with Article 144(2) and (3) of Law No. 54/2024, undertakings shall also be required to offer consumers the option of signing a fixed-term contract with a minimum duration/commitment period of 12 months. The above provisions must be reflected in all contractual documentation, including the GTC, Contract Summary, etc.
2. Pursuant to Article 144(5) of Law No. 54/2024, the provisions of point 1 of this Article shall also apply to end-users/subscribers belonging to the categories of *micro-enterprises, small enterprises or non-profit organisations,* unless such subscribers waive this right in accordance with the requirements of Article 8 of this Regulation.
3. Pursuant to Article 147(3) of Law No. 54/2024, any addition of services or terminal equipment to a Subscription Contract with the same provider of internet access services or publicly available number-based interpersonal communications services shall not extend the existing duration of the contract to which such services or terminal equipment are added, unless the subscriber expressly agrees otherwise when the additional services or terminal equipment are added to the contract.
4. The undertaking shall be required to include in the General Terms and Conditions of the Contract (GTC) the conditions and procedures for terminating the contract. Where a contract is automatically extended for an indefinite period, the subscriber shall have the right to terminate the contract at any time, subject to a notice period of no more than one month and without incurring any additional costs, other than the applicable charges for the service during the notice period. Renewal of the contract for a new fixed-term commitment period shall require the subscriber's express consent. Continued use of the service or failure to object shall not constitute consent to a new contractual commitment period.

Changes in the contractual conditions

5. The undertaking shall notify each subscriber individually of any changes to the contractual terms at least one month before they take effect. In the event of such changes, the subscriber shall also be informed of the right to terminate the contract without penalty or additional costs, and of the period for exercising this right, which shall be within three calendar months of receiving the notification, in accordance with Article 144(8) and (9) of Law No. 54/2024. This right shall not apply where the proposed changes are exclusively to the benefit of the subscriber, are of a purely administrative nature and have no negative effect on the subscriber, or are directly imposed by the legislation in force[14].

[14] Contractual changes of a purely administrative nature that have no negative effect on the subscriber include, for example, changes to the undertaking's address or contact details that do not affect the subscriber's rights and obligations. Changes directly imposed by the legislation in force are those expressly required by new legal or regulatory provisions, such as new requirements concerning contractual information, and which do not arise from a decision made by the undertaking. These exceptions shall apply only where all the relevant changes meet the conditions laid down by law..

6. Where changes to the contractual terms take effect before the expiry of the three-month period specified in point 5, the subscriber shall retain the right to request termination of the contract without penalty until the expiry of that period. The new contractual terms shall apply, where relevant, to services provided from the date on which the changes take effect until the effective termination of the contract. A request for termination submitted within the three-month period shall be deemed a timely exercise of this right, irrespective of the effective date of termination. If the subscriber does not exercise this right within the specified period, the contract shall continue under the new terms, without prejudice to any other rights granted under the legislation in force.
7. In the case of service bundles, where a change to the contractual terms entitles the subscriber to terminate the contract for one component of the bundle without penalty, the subscriber shall also have the right to terminate the contract for the other components of the bundle without penalty, in accordance with Article 147 of Law No. 54/2024.
8. Notification of changes to contractual terms and the procedure for exercising the right to terminate the contract shall be carried out in accordance with the requirements of Article 29 of this Regulation.

End of contract notification

9. Before the expiry of the contractual commitment period, the undertaking shall notify the subscriber of the expiry of that period and the continuation of the contract for an indefinite period, in accordance with the requirements set out in Article 30 of this Regulation.
10. Where the contract provides for automatic extension following the expiry of the contractual commitment period, and the subscriber does not request its termination, the contract shall continue for an indefinite period, without creating a new contractual commitment period. Where the subscriber requests termination of the contract on the expiry date of the contractual commitment period, the undertaking shall terminate the contract on that date, in accordance with the subscriber's request.

Best Tariff Advice Notification

11. The undertaking shall be required to provide the subscriber with best tariff advice concerning the services provided to them, in accordance with the requirements set out in Article 31 of this Regulation.
12. The provisions of this Article concerning automatic contract extension, notification of the expiry of the contractual commitment period and best tariff advice shall apply to publicly available electronic communications services, with the exception of number-independent interpersonal communications services and transmission services used for the provision of machine-to-machine services, in accordance with Article 144(6) and (7) of Law No. 54/2024.

Article 16
Termination of a fixed-term contract

1. The subscriber shall have the right to terminate a fixed-term contract without penalty or additional costs for early termination in the cases provided for in Article 144(8)–(11) of Law No. 54/2024, including:
   a) where the undertaking changes the contractual terms, in accordance with the requirements of Article 15, points 5–7, of this Regulation;
   b) where there are significant, continuous or frequently recurring discrepancies between the actual performance of the electronic communications service and the performance specified in the contract, provided that the legal conditions for contract termination are met and the subscriber is not satisfied with the corrective or compensatory measures offered by the undertaking.
2. Where the subscriber requests termination of a fixed-term contract before the expiry of the contractual commitment period, except in the cases provided for in point 1 of this Article or in other cases where the subscriber is entitled to terminate the contract without penalty under the law or the contract signed between the parties, the undertaking may require payment of an early termination charge, subject to the contractual terms and the limitations set out in this Article.

3. The early termination fee that may be required by the undertaking pursuant to point 2 shall not exceed:
   a) the sum of the monthly subscription fees for the remaining months until the expiry of the contractual commitment period;
   b) the difference between the total expenditure that the subscriber has committed to incur during the contractual commitment period and the total expenditure incurred by the subscriber up to the early termination of the contract, where the contract provides for such a commitment.
   Where both calculation methods are applicable, the lower amount shall apply.

   For the purposes of this point:
   a) The monthly subscription fee shall mean the recurring fee that the subscriber would have paid if they had continued using the service until the expiry of the contractual commitment period, including any discounts or promotional terms applicable during that period.
   b) The calculation of the early termination charge shall be based on the tariffs and terms individually agreed with the subscriber, rather than on the published standard tariffs, where these differ.
   c) Discounts on monthly subscription fees received during the period in which the contract was in force shall not be recovered through the early termination charge. Separate obligations relating to terminal equipment or other contracted benefits shall be governed by the relevant contractual terms and the legislation in force.
4. Where the subscriber requests termination of a fixed-term contract before its expiry and chooses to retain the terminal equipment included in the package at the time of signing the contract, where the subscriber is entitled to retain such equipment under the contractual terms, the compensation payable for the terminal equipment shall not exceed its pro rata value, calculated on the basis of the declared monetary value of the equipment at the time of signing the contract or on the basis of the portion of the service fee corresponding to the remaining months until the expiry of the contractual commitment period, whichever is lower, in accordance with the legislation in force. The undertaking shall remove, free of charge, any restrictions on the use of the terminal equipment on other networks no later than the date on which the subscriber pays the compensation for the terminal equipment, where such compensation is applicable. For terminal equipment that remains the property of the undertaking and has been provided to the subscriber solely for use, the contractual terms governing its return shall apply.
5. The undertaking shall be required to include in the contractual documentation, including the General Terms and Conditions of the Contract (GTC), pre-contractual information and the Contract Summary, in accordance with the requirements applicable to each document, clear and transparent information on the early termination charge, including:
   a) the circumstances in which the charge applies;
   b) the circumstances in which the charge does not apply;
   c) the method or formula used to calculate the charge;
   d) an illustrative example of its calculation.
6. The early termination charge or the formula for calculating it, as specified in the specific contractual terms applicable to the individual subscriber, must be clear, transparent and consistent with the tariffs and terms agreed with the subscriber. In all cases, the early termination charge shall not exceed the limits set out in point 3 of this Article.

Article 17
Measures in the Event of Non-Payment of Invoices and Recovery of Outstanding Amounts

1. The undertaking shall specify in the General Terms and Conditions of the Subscription Contract the measures that may be applied in the event of non-payment of invoices, together with the relevant time limits and procedures, in accordance with Article 121 of Law No. 54/2024. Such measures must be proportionate, non-discriminatory and publicly available.

2. Measures involving the restriction, interruption or disconnection of services due to non-payment of invoices shall be applied only after prior warning has been given to the end-user, in accordance with the requirements of Article 27 of this Regulation.
3. Except in cases of fraud, non-payment or persistent late payment, any interruption of service shall, to the extent technically feasible, be limited to the service for which the outstanding amount is owed.
4. Where the undertaking applies late payment interest for invoices not paid by the due date, the General Terms and Conditions of the Contract (GTC) shall clearly and transparently specify the late payment interest rate, expressed as an annual percentage (%), the basis and method of calculation, the date from which interest begins to accrue, and the maximum limit of the accumulated amount, where such a limit is provided for in the contract or the legislation in force. Late payment interest shall be calculated on the outstanding principal amount, in proportion to the number of calendar days of delay.
5. For subscribers who are consumers, the terms governing the application of late payment interest must be fair, proportionate and compliant with consumer protection legislation and the Civil Code. The capitalisation of late payment interest shall not be permitted, unless otherwise provided for by the legislation in force.
6. The annual late payment interest rate for invoices for electronic communications services not paid by the due date shall not exceed the statutory late payment interest rate determined in accordance with Article 5 of Law No. 48/2014, "On Late Payments in Contractual and Commercial Obligations", as amended. For subscribers who are consumers, this rate shall apply as a reference maximum limit, without prejudice to any more protective provisions of consumer protection legislation and the Civil Code. For obligations arising from commercial transactions falling within the scope of Law No. 48/2014, the relevant provisions of that Law shall apply.
7. The undertaking shall specify in the General Terms and Conditions of the Contract (GTC) the procedures for recovering outstanding amounts, including the possibility of engaging third parties for this purpose, assigning the right to claim payment of the outstanding debt, and pursuing judicial or enforcement proceedings, in accordance with the legislation in force.
8. Where the undertaking engages third parties to recover outstanding amounts or assigns the right to claim payment of the outstanding debt to another entity, the subscriber shall be informed in accordance with the requirements of Article 28 of this Regulation and the relevant provisions of the legislation in force.
9. The engagement of third parties to recover outstanding amounts or the assignment of the right to claim payment of the outstanding debt shall not prejudice the subscriber's right to dispute billing, submit a complaint or seek dispute resolution, in accordance with the legislation in force. The processing and disclosure of personal data for this purpose shall be carried out in accordance with personal data protection legislation.
10. Where judicial or enforcement proceedings are initiated for the recovery of outstanding amounts, the undertaking shall comply with the requirements for informing the subscriber under Article 28 of this Regulation, without prejudice to the procedures and notification requirements laid down in the applicable procedural legislation. Judicial and enforcement costs may be claimed from the subscriber only in the circumstances and to the extent permitted by the legislation in force.

Article 18

Obligations Applicable to the Provision of Prepaid Services on Mobile Networks

1. Pursuant to Articles 119 and 154 of Law No. 54/2024, the provisions of this Article shall apply to undertakings providing electronic communications services over mobile networks, which shall offer consumers the option of paying through prepaid systems for access to the public electronic

communications network and the use of voice communications services, internet access services and number-based interpersonal communications services.

2. A prepaid service user's account is the account in which the monetary value prepaid for the use of electronic communications services is recorded and which may be topped up with additional monetary credit following initial activation.
3. Before activating a prepaid mobile service, the undertaking shall make available to the subscriber the general and specific terms and conditions governing the provision of the service, as well as any other documentation forming part of the contractual relationship, in accordance with the provisions of this Regulation.
4. Upon activation of the service or when the account is topped up, the undertaking shall inform the subscriber, in a clear, understandable and easily accessible manner, of the top-up amount, the conditions of use, the validity period of the monetary credit or activated offer, and the duration of the contractual relationship, where applicable. Where no term has been specified for the contractual relationship, the contract shall be deemed to be of indefinite duration.
5. Where, following the exhaustion of the service units included in a package or offer, the subscriber may be charged at standard rates per unit of consumption, the undertaking shall inform the subscriber, before such charging begins, by means of an SMS containing the prices per unit for the main services, including national telephone calls, SMS and internet access, expressed in Albanian lek (including VAT), per minute, SMS and MB. The notification shall also contain an electronic link to the complete list of prices published by the undertaking. This obligation shall also apply to post-paid subscribers where the exhaustion of the units included in the package results in charging at standard rates per unit of consumption
6. Undertakings shall clearly specify in the general and specific terms and conditions governing prepaid services:
   a) The conditions and methods for topping up the account, using monetary credit and activating service offers or packages;
   b) Information on the tariff plans and offers available to the subscriber;
   c) The methods for checking the account balance, remaining credit and service consumption;
   d) The conditions and time limits for restricting, suspending and discontinuing the service, including cases of prolonged non-use of the service or failure to top up the account;
   e) The validity period of the SIM/eSIM card, the conditions under which the number may be placed in passive status or subject to restricted use, and the conditions for permanent deactivation, subject to the following requirements:
      i. The validity period of a prepaid SIM/eSIM card shall not be less than 12 months from its initial activation. During this period, the number shall not be permanently deactivated solely due to failure to top up the account or non-use of the service;
      ii. During the validity period of the SIM/eSIM card, including any extensions thereof pursuant to point (f)(iv) of this paragraph, the number shall remain in *active status*. During this period, where no monetary credit is available, the undertaking may restrict the use of services without changing the *active status* of the number;
      iii. Following the expiry of the SIM/eSIM card's validity period, the number may be placed in *passive status*. Permanent deactivation of the number shall not take place earlier than 90 calendar

days from the date on which the number enters *passive status*, provided that the subscriber has not topped up the account during that period to restore the number to *active status*;

iv. During the period of *passive status*, the subscriber shall be able to receive incoming calls and SMS messages, make calls to emergency numbers (free of charge) and top up the account to restore the number to *active status*;

v. Unused monetary credit paid for by the subscriber shall not be forfeited as a result of the number entering *passive status*, but shall be retained and added to the amount of any new top-up made by the subscriber during that period to restore the number to *active status*;

f) The validity periods for the use of prepaid monetary credit, subject to the following requirements:

i. Each monetary top-up, regardless of its amount, shall have a validity period of no less than 180 calendar days from the date on which the top-up is made;

ii. Undertakings shall ensure the availability of low-value monetary top-ups and shall offer at least one top-up option with a validity period of no less than 365 calendar days, at a reasonable monetary value, taking into account the needs of subscribers with low service consumption.[15]

iii. Making a new top-up shall not shorten the existing validity period of unused monetary credit. Any unused credit shall be added to the amount of the new top-up, and its validity period shall not be shorter than the longest validity period resulting from the respective top-ups;

iv. Each top-up shall extend the validity period of the SIM/eSIM card by a period no shorter than the validity period of the monetary credit added through that top-up, without prejudice to any existing more favourable validity periods.

The provisions of this subparagraph shall apply to monetary credit paid for by the subscriber and shall not affect the specific validity conditions applicable to service packages or promotional bonuses provided free of charge;

g) The subscriber's right to request a refund of unused monetary credit paid for by the subscriber in the event of porting their mobile number to another undertaking, in accordance with the conditions and procedures laid down in AKEP Regulation on Implementation of Number-Portability.

7. The refund referred to in point 6(g) shall cover only monetary credit paid for by the subscriber and shall not include bonuses or other amounts provided free of charge by the undertaking as part of promotional offers. Any administrative fee for the refund, where applicable, together with the relevant conditions and procedures, shall be determined in accordance with the Number Portability Regulation, and a description thereof shall be included in the General Terms and Conditions of the Contract (GTC).
8. The retention and reactivation of a mobile number following its permanent deactivation shall be carried out in accordance with Article 20 of this Regulation.

Article 19

Conditions for the Provision of Prepaid Services on Fixed Networks

1. Where undertakings provide prepaid electronic communications services over fixed networks, for which the use of the service is conditional upon advance payment for one or more months, the subscriber shall not be obliged to make payments for periods following the expiry of the prepaid period in the absence of a further payment. Failure to make such payment shall not constitute a breach of contract and shall not give rise to financial obligations for periods during which the service is not provided.

[15] For the purposes of interpreting this provision, AKEP considers that, under current market conditions, reasonable reference values may include the availability of top-ups not exceeding ALL 200 (including VAT), as well as at least one top-up option with a validity period of no less than 365 calendar days, for an amount not exceeding ALL 2,000 (including VAT)

2. Advance payment for one or more months of service use shall not automatically classify the contract as a prepaid service contract. Where the contract provides for a contractual commitment period and obligations to make periodic payments following the expiry of the prepaid period, the contractual terms and the relevant provisions of this Regulation concerning contract duration and termination shall apply.
3. The undertaking shall clearly inform the subscriber, before signing the contract and in the Contract Summary, of:
   a) The duration of the prepaid period and the corresponding payment amount;
   b) The duration of the contract and the contractual commitment period, if any;
   c) The conditions governing the continuation or termination of the contract following the expiry of the prepaid period, including continuation for an indefinite duration or discontinuation of the service in the absence of a further payment, as applicable;
   d) Any financial obligations that continue following the expiry of the prepaid period, including the periodic service fee and the period for which it applies.

Article 20

Retention and Reactivation of Mobile Numbers Following Deactivation

1. Undertakings providing electronic communications services over mobile networks shall not reallocate or register a deactivated mobile number in the name of another user for a period of no less than 12 months from the date of its deactivation.
2. During the period specified in point 1, the subscriber previously registered for the number shall have the right to request its reactivation with the same undertaking by signing a new prepaid or post-paid contract. This right shall also be granted to individual end-users of mobile numbers included in collective contracts with business subscribers, where such users have an individual contractual relationship or are individually billed for the service and are identified and registered for the respective numbers, in accordance with Article 11 and Annex 3 of this Regulation. In such cases, the individual end-user shall have the right to request the reactivation of the number in their own name by signing a new individual prepaid or post-paid contract. Reactivation shall be carried out in accordance with the legal requirements for user identification and registration and the general terms and conditions governing the provision of the service.
3. The undertaking shall inform the subscriber or individual end-user entitled to the right provided for in point 2, prior to the deactivation of the number, where possible, of the number retention period and the possibility of reactivation.
4. The provisions of points 1 and 2 of this Article concerning the retention and reactivation of mobile numbers shall be implemented by the undertaking holding the right to use the number pursuant to the allocation made by AKEP. For numbers ported to the network of another undertaking, following their deactivation, the procedures and time limits for returning the number to the Original Donor Operator (ODO) shall apply, in accordance with the Number Portability Regulation. Following the return of the number, the Original Donor Operator (ODO) shall observe a minimum retention period of 12 months from the date of the number's return, during which the number shall not be reallocated or registered in the name of another end-user. The provisions of this Article shall be without prejudice to the right to number portability within one month following the termination of the contract, in accordance with the legislation in force.

CHAPTER III

Additional measures for expense control

Article 21

Notifications on Consumption Levels and Control of Out-of-Bundle Expenditure

Pursuant to Article 154 and Article 141(8) of Law No. 54/2024:

1. Undertakings providing services over mobile networks shall enable all subscribers to access timely information on the consumption levels of internet access services, voice calls and SMS included in their tariff plans. Access to this information shall be provided through a customer/subscriber application, online access to the customer's account and/or telephone communication between the subscriber and the operator's customer care service.
2. Where the tariff plan includes a limited allowance of data for internet access services, voice communications and messages (GB and/or minutes/SMS), beyond which additional per-unit charges apply, the undertaking shall notify the subscriber when consumption of the relevant service reaches 80% and 100% of the applicable allowance. As part of the notification provided when the service units included in the package have been fully consumed (100% of the allowance), the undertaking shall also include information on any usage charges that the subscriber will incur if they continue using the relevant Number-Based Interpersonal Communications Service (telephone calls, SMS) and/or Internet Access Service.
3. For subscribers who are consumers, undertakings providing internet access services over mobile networks shall implement the following additional measures to control expenditure arising from domestic internet usage charged outside the package (Out-of-Bundle) and/or at standard pay-as-you-go (PAYG) rates:
   a) Where the applicable tariff exceeds ALL 2.4/MB, including VAT:
      i. The undertaking shall automatically block internet usage before additional charging begins (cut-off). The undertaking shall notify the subscriber of the applicable tariff, expressed in ALL/MB and ALL/GB, including VAT, and of the procedure for providing express consent to continue using the internet subject to additional charges. Continued usage shall be permitted only after the subscriber has provided such consent.
      ii. Following the provision of express consent pursuant to subpoint (a)(i) and the continuation of internet service usage, a default financial limit not exceeding ALL 5,000 excluding VAT (ALL 6,000 including VAT) shall also apply for each monthly period, exclusively to expenditure on internet usage subject to additional charges. The undertaking may apply a lower limit and shall enable the subscriber to select other limits, whether lower or higher, with their express consent. Upon reaching the financial limit, the undertaking shall notify the subscriber and automatically block internet usage subject to additional charges. Usage may resume only after the subscriber has provided renewed express consent, having been informed of the applicable tariff and having selected or confirmed a new financial limit. Automatic blocking shall be repeated upon reaching the new limit.
      iii. The provision of consent pursuant to subpoints (a)(i) and (a)(ii) shall be facilitated free of charge, via SMS or through a toll-free number, which shall remain accessible even while the service is blocked and shall allow the consent to be documented. The method for providing consent and

the relevant number shall be included in the notification and in the information published by the undertaking.

iv. The financial limit shall be automatically reset each month, according to the billing cycle for post-paid subscribers and the calendar month for prepaid subscribers. Consent to exceed the limit shall be valid only for the relevant period. The subscriber may change the limit at any time, free of charge.

v. Automatic blocking shall not affect the subscriber's other services or access to free-of-charge service management channels.

b) Where the applicable tariff does not exceed ALL 2.4/MB, including VAT, the undertaking shall not be required to implement the automatic blocking and financial limit mechanisms provided for in point (a), but shall inform the subscriber, before charging begins, of the applicable tariff expressed in ALL/MB and ALL/GB, including VAT.

4. Notifications at the 80% and 100% consumption levels shall also apply to internet packages advertised as having unlimited data allowances where a reduction in speed is provided for after a specified usage threshold under a Fair Usage Policy (FUP), without additional charges. The notification at the 100% consumption level shall also include information on the reduced speed.
5. Notifications under this Article shall be sent free of charge via SMS to the subscriber's mobile number and shall include the information required under the relevant points.

Article 22
Notifications on International Roaming

In addition to their obligations to notify subscribers when roaming in the Western Balkans (WB), pursuant to the relevant decisions and regulatory acts of AKEP, providers of mobile services shall also comply with the following obligations:

1. Subject to the subscriber's choice pursuant to point 2 below, mobile service providers shall 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 shall be sent to the subscriber's mobile device connected to the roaming network and shall provide clear, comprehensible and accurate information enabling the subscriber to make an informed decision as to whether, and how, to use roaming services on that particular roaming network. As a minimum, the notification shall:
   a) Be provided free of charge and in an easily accessible format. Where the notification directs the subscriber to a communication channel (for example, to obtain additional information), that channel shall be free of charge and easily accessible;
   b) Inform the consumer subscriber that their mobile device has connected to a roaming network;
   c) Enable the consumer subscriber to understand:
      i. Whether their tariff plan includes any service allowances for the use of roaming services on that particular roaming network;
      ii. Any additional charges for the use of roaming services on that particular roaming network, including any charges applicable when the allowances referred to in subpoint (i) are exceeded;
      iii. Whether a quantitative limit under a Fair Usage Policy (FUP) applies to the quantity of the roaming services units that the consumer subscriber may use before additional charges or different tariffs apply (such as a data allowance limit) and, if so, the level of that limit;

iv. Where any such allowance or tariff relates to the use of roaming services during a specified period (such as the use of roaming services over a 24-hour period), the exact time at which that period begins and ends;

d) Inform the consumer subscriber of the expenditure control mechanism applicable to internet usage while roaming, including the applicable financial limit, the procedure for changing that limit and the possibility of continuing to use the internet after reaching the limit by providing express consent pursuant to point 3 of this Article, in accordance with the relevant regulatory acts of AKEP;

e) Direct the relevant subscriber to at least one communication channel through which they can obtain additional clear, comprehensible and accurate information on the tariffs applicable to the use of roaming services (and any associated Fair Usage Policy), as well as the measures that relevant subscribers may take to monitor, reduce and limit their expenditure on roaming services.

2. Mobile service providers shall enable consumer subscribers, easily and free of charge, to opt out of receiving the information notifications provided for in point 1 of this Article and to reactivate such notifications at any time. This option shall not apply to mandatory notifications relating to the reaching of financial expenditure limits and the automatic blocking of internet usage while roaming, in accordance with the relevant regulatory acts of AKEP.
3. Mobile service providers shall enable subscribers, free of charge, to provide express consent to continue using the internet while roaming after reaching the applicable financial limit, through free-of-charge communication channels, including by sending an SMS to a toll-free number designated by the undertaking, which shall remain accessible even while internet usage is blocked. The number to which the SMS must be sent and the procedure for providing consent shall be included in the relevant notification sent to the subscriber and shall also be published in the General Terms and Conditions of the Contract (GTC) and in the undertaking's information on international roaming. Before providing consent, the subscriber shall be informed of the applicable tariff and the new financial limit for additional expenditure. The undertaking shall document the subscriber's consent.

Article 23
Inadvertent Roaming

In order to prevent and limit expenditure incurred by subscribers as a result of inadvertent roaming, mobile service providers shall:

1. Provide subscribers with clear, comprehensible and accurate information on the risk of their mobile device automatically connecting to a foreign mobile network while the subscriber is within the territory of the Republic of Albania, particularly in border areas, and on the measures available to prevent such connections.
2. Enable consumer subscribers to take measures to prevent or limit expenditure arising from inadvertent roaming, including by providing information and instructions on manually selecting a mobile network and disabling roaming services on the terminal equipment or through the operator's communication channels, where technically feasible.
3. Publish on their websites, in an easily accessible manner, the information and instructions concerning the measures provided for in points 1 and 2 of this Article.

CHAPTER IV

Requirements for Undertakings' Notifications to End-Users

Article 24

General Requirements for the Content, Format and Communication of Notifications

1. The undertaking shall ensure that notifications to end-users, as required under this Regulation:
   a) are clear, comprehensible and complete;
   b) are presented in a manner that clearly distinguishes them from promotional communications;
   c) are not misleading or likely to cause confusion;
   d) are communicated through a durable medium where required by Law No. 54/2024 or this Regulation;
   e) are presented in a structured format appropriate to the nature and purpose of the notification, clearly distinguishing key information from supplementary information and using plain language without unnecessary technical terminology.
2. Notifications shall be easily accessible and, where the use of a durable medium is required, capable of being stored by the end-user for future reference.
3. The undertaking shall be able to demonstrate the dispatch and content of notifications which, under this Regulation, are required to be communicated individually to the end-user.
4. Notifications under this Regulation may be communicated by email, SMS, monthly invoices, the undertaking's applications or electronic platforms, or other appropriate means, provided that the requirements concerning the method of notification and the use of a durable medium, where required, are met.
5. Where notifications are communicated by SMS or other means with limited text capacity, the undertaking shall ensure that:
   a) the key information contained in the notification is clear and comprehensible;
   b) where an electronic link is used to provide access to the complete information, such information is accessible, capable of being stored and available for future reference, meeting the requirements for a durable medium where applicable.

   An SMS containing only a link to an ordinary website shall not automatically be considered to satisfy the requirement to provide information on a durable medium.
6. Publication of information on the undertaking's website may be used for general information purposes. Such publication shall not replace individual notification of the subscriber where individual notification is required by the legislation in force or this Regulation.
7. For the purpose of sending individual notifications, the undertaking shall use the contact details provided by the subscriber in the contractual documentation, Contract Form or Subscription Form, or subsequently updated by the subscriber.
8. For notifications concerning changes to contractual terms, the expiry of the contractual commitment period and annual information on the best available tariffs, undertakings shall use the standard indicative notification templates set out in Annex 1 or other formats that meet the mandatory information requirements laid down in this Chapter.

Article 25
Notification Confirming the Signing of the Subscription Contract

1. The undertaking shall confirm the signing of the Subscription Contract to the subscriber by providing, on a durable medium, a copy of the signed contract or a notification containing at least the following information:
   a) The contracted service or services and the applicable tariff;
   b) The date on which the contract enters into force;
   c) The duration of the contract and the contractual commitment period, where applicable.
2. The provision of the contractual documentation, in printed or electronic form on a durable medium, containing the information specified in point 1 of this Article, shall be deemed to fulfil the obligation to confirm the signing of the contract and shall not require a separate notification.
3. Where confirmation is provided by means of a separate notification, it shall be sent without undue delay after the contract has been signed.
4. Where a contract is renewed for a new contractual commitment period, including renewal at a distance by telephone or electronic means, the undertaking shall confirm the renewal to the subscriber by providing, on a durable medium, a copy of the renewed contract or a confirmation document containing at least the information specified in point 1 of this Article. Such confirmation shall not replace the obligation to obtain the subscriber's express consent to the renewal of the contract, in accordance with the requirements of this Regulation.

Article 26
Notification of Activation of Additional Offers/Packages

1. The undertaking shall send the subscriber confirmation of the activation of additional prepaid and/or post-paid offers or packages, including at least the following information:
   a) The name of the activated offer or package and the applicable tariff;
   b) The quantity of included service units, as applicable, expressed in minutes, SMS and/or GB of internet data;
   c) The date or time of activation and the validity period;
   d) Information on automatic renewal and the applicable charges, where relevant.
2. The confirmation shall be sent to the subscriber immediately following the activation of the additional offer or package.

Article 27
Warning Notification in the Event of Non-Payment of Invoices

1. Before restricting, interrupting or disconnecting a service due to non-payment of invoices, the undertaking shall send a warning notification to the end-user, in accordance with Article 121 of Law No. 54/2024 and Article 17 of this Regulation.
2. The warning notification shall be sent after the expiry of the invoice payment deadline and shall contain at least the following information:
   a) The outstanding amount, the relevant invoice or invoices, and the service or services to which the outstanding amount relates;
   b) An additional period of no less than 15 calendar days from receipt of the warning notification within which payment must be made;
   c) The measures involving restriction, interruption or disconnection of the service that may be applied in the event of non-payment;

d) Information on how to dispute the invoice and the procedures for handling complaints or resolving disputes.

3. The undertaking shall not apply measures involving restriction, interruption or disconnection of the service due to non-payment before the expiry of the period specified in the warning notification.
4. For the purposes of this Article, the notification shall be deemed to have been received when it has been delivered or made available to the subscriber through the communication channel designated by the subscriber, provided that the undertaking is able to document the dispatch and availability of the notification.
5. Where a service is restricted, interrupted or disconnected due to non-payment of invoices, the undertaking shall inform the subscriber of the measure applied, the date of its implementation and, where applicable, the conditions and procedure for restoring the service. Where the measure results in the termination of the Subscription Contract, the notification shall also include the date of termination of the contract and information on any remaining outstanding amounts.

Article 28
Notification of the Collection and Recovery of Outstanding Amounts

1. Where the undertaking engages a third party to collect outstanding amounts owed by the subscriber or assigns the right to claim payment of the outstanding debt to another entity, the undertaking shall notify the subscriber individually, in accordance with Article 17 of this Regulation and the legislation in force.
2. The notification referred to in point 1 shall contain at least the following information:
   a) The identity and contact details of the third party;
   b) The amount and breakdown of the claimed debt, identifying the principal amount, late payment interest and any other recoverable costs, where applicable;
   c) The relevant invoice or invoices and the period to which the debt relates;
   d) Information indicating whether the third party is acting on behalf of the undertaking or has acquired the right to claim payment of the debt;
   e) The method of payment and the entity to which payment is to be made;
   f) The procedure for requesting clarification or disputing the debt.
3. Where a third party is engaged for the extrajudicial collection of outstanding amounts, the notification shall be sent to the subscriber before the third party commences debt collection activities. Where the right to claim payment of the debt is assigned, notification shall be provided in accordance with the relevant provisions of the Civil Code.
4. Before initiating judicial proceedings or submitting an application for enforcement of outstanding debts, the undertaking shall inform the subscriber of the amount and breakdown of the claimed debt, as well as the possibility of incurring additional costs in accordance with the legislation in force. Such information shall not replace the notifications and procedures prescribed by the applicable procedural legislation, nor shall it constitute a condition for the exercise of the parties' rights under that legislation.
5. The notification provided for in this Article shall be without prejudice to the subscriber's right to dispute billing, submit a complaint or seek dispute resolution, in accordance with the legislation in force.

Article 29
Notification of Changes to Contractual Terms

1. The undertaking shall individually notify the subscriber of any proposed changes to the contractual terms, including changes to the specific/individual contractual terms and/or the General Terms and

Conditions of the Contract (GTC), in accordance with Article 144 of Law No. 54/2024 and Article 15 of this Regulation.

2. The notification shall contain at least the following information:
   a) A clear description of the proposed change or changes;
   b) The current tariff and the new tariff, where the change relates to service charges;
   c) The date on which the changes will enter into force;
   d) Information on the subscriber's right to terminate the contract without penalty or additional costs, where such right applies;
   e) The period of three calendar months from receipt of the notification, the final date and the procedure for exercising the right to terminate the contract without penalty or additional costs, where such right applies.
3. The notification shall be sent at least one month before the changes enter into force, in a clear and comprehensible manner, on a durable medium, in accordance with Article 24 of this Regulation.

Article 30

End of the Contractual Commitment Period Notification

1. Undertakings providing publicly available electronic communications services, other than number-independent interpersonal communications services and transmission services used for the provision of machine-to-machine services, shall individually notify subscribers whose contracts include a contractual commitment period at least 30 days before the expiry of that period.
2. The notification shall contain at least the following information:
   a) The date on which the contractual commitment period expires;
   b) Information that the contract will automatically continue for an indefinite duration unless the subscriber requests its termination, without giving rise to a new contractual commitment period;
   c) The contracted services, the current monthly subscription fee and the fee that will apply following the expiry of the contractual commitment period, clearly indicating any changes;
   d) The subscriber's right to terminate the contract at any time following the expiry of the contractual commitment period, without any early termination penalty and subject to a notice period of no more than one month;
   e) The options available to the subscriber to continue the contract, change the tariff plan, sign a new contract with a new contractual commitment period or terminate the contract;
   f) The procedure for submitting a request for contract termination and the undertaking's contact details.
3. The notification shall be sent in a clear and comprehensible manner, on a durable medium, in accordance with Article 24 of this Regulation.
4. The notification provided for in this Article shall also include information and advice on the best available tariffs in accordance with Article 31 of this Regulation, without requiring a separate notification.

Article 31

Information and Advice on the Best Available Tariffs

1. Undertakings providing publicly available electronic communications services, other than number-independent interpersonal communications services and transmission services used for the provision of

machine-to-machine services, shall provide subscribers with information and advice on the best available tariffs or tariff plans for their services:

a) At the same time as the notification of the expiry of the contractual commitment period, in accordance with Article 30 of this Regulation;
b) At least once a year, for subscribers who, following the expiry of the contractual commitment period, continue to receive services under a contract of indefinite duration.

2. The information and advice referred to in point 1 shall contain at least the following:
   a) The subscriber's current tariff plan and the applicable recurring fee;
   b) Information on one or more alternative tariff plans available from the same undertaking, suitable for the contracted services and the subscriber's needs, where such offers are available;
   c) The tariffs and main characteristics of the alternative plans, enabling the subscriber to compare them with their current plan;
   d) Any potential savings, where these can be reliably determined, as well as any significant changes to the services or contractual terms associated with the alternative offers;
   e) Information on how the subscriber may obtain further details or request a change of tariff plan.
3. Advice on the best available tariffs shall be based, to the extent applicable, on the contracted services and the subscriber's usage profile. Where the undertaking does not have a more suitable alternative offer available, the subscriber shall be informed accordingly.
4. The information provided for in this Article shall be communicated individually, in a clear and comprehensible manner, on a durable medium, in accordance with Article 24 of this Regulation.
5. Other notifications or recommendations issued by the undertaking may be deemed to fulfil the annual obligation referred to in point 1(b), provided that they meet the requirements of this Article and their dispatch can be documented.

CHAPTER V

Transparency and publication of information

This Chapter sets out the requirements for the publication of information on tariffs and the conditions of access to and use of publicly available electronic communications services provided by undertakings to all end-users/subscribers, in accordance with Article 142 of Law No. 54/2024.

Article 32

Publication of information

Providers of internet access services and providers of publicly available interpersonal communications services shall be required to publish information on the services offered, tariffs, quality, and conditions of access to and use of such services, in accordance with Article 142 of Law No. 54/2024, this Regulation and other relevant regulatory acts of AKEP.

Article 33

General principles of publication

1. Information published by undertakings pursuant to this Chapter shall be:
   a) **Accurate and up to date**, reflecting the tariffs and conditions applicable to the services offered;

b) **Complete**, including all essential elements of the offer, tariffs, additional charges and applicable conditions or restrictions;
c) **Clear and comprehensible**, presented in a manner that enables end-users to understand the characteristics and conditions of the service;
d) **Easily accessible**, without requiring the user to register as a subscriber or submit a request to obtain the information;
e) **Presented in a manner that facilitates comparison** between different tariff plans and offers.

2. Information on tariffs and service conditions shall be consistent with the pre-contractual information, the standard contractual terms and the tariffs applicable to subscribers.

Article 34

Type and Content of Information to Be Published

1. Providers of internet access services and providers of publicly available interpersonal communications services shall publish the information specified in Article 142(1) and (2) of Law No. 54/2024, under the following categories:

1.1. Contact Details of the Undertaking

a) The name and legal form of the undertaking, including its Tax Identification Number (NIPT), as registered with the National Business Centre (QKB);
b) The registered address, email address, official website and contact telephone numbers, including those of the customer care service.

1.2. Description of the Services Offered

For each service offered, undertakings shall publish, where applicable:

a) The scope and main characteristics of the service, the minimum quality-of-service levels, where offered, and any restrictions imposed by the provider on the use of terminal equipment;
b) Information on quality-of-service indicators shall be published in accordance with Article 143 of Law No. 54/2024 and the relevant regulatory acts of AKEP;
c) Tariff plans and the corresponding prices, including recurring fees, activation, access, installation, maintenance and usage charges, minimum or maximum payments and financial guarantees, where applicable, as well as any other applicable fees or charges;
d) The communication units included in tariff plans, including call minutes, messages and data allowances; charges for usage exceeding the included allowances; the billing unit and charging method, including any minimum billable duration or consumption; and time-dependent tariffs, where applicable;
e) Numbers and services subject to special charging conditions, specific tariff schemes and offers intended for particular categories of users, including the applicable eligibility conditions and criteria;
f) The prices and conditions applicable to terminal equipment offered, including sale, rental or other associated charges;
g) After-sales services, maintenance, technical support and customer care, the relevant contact details, and any charges for contacting these services, where applicable;
h) The standard contractual terms, in accordance with Article 9 of this Regulation, including contract duration, early termination charges, rights relating to the termination of service bundles or their

individual elements, and the procedures and direct charges for the portability of numbers and other identifiers, where applicable;

i) Restrictions affecting access to or use of services and applications, as well as the geographical availability of services, where applicable;

j) Specific products, services and measures for end-users with disabilities, including the relevant functionalities, procedures and modifications, in accordance with the requirements laid down in Chapter VII of this Regulation and the legislation in force.

1.2.1 For Number-Based Interpersonal Communications Services (NBICS)

In addition to the information specified in point 1.2, providers shall publish, where applicable:

a) The availability of national and international outgoing and incoming calls, as well as any additional services available;

b) Call and messaging tariffs by destination or relevant category, the billing unit and charging method, and charges for out-of-bundle usage;

c) Information on access to emergency services and the availability of caller location information, including any applicable limitations;

d) The conditions governing the use of the service and any technical limitations, including dependence on electricity supply or internet connectivity, where applicable.

1.2.2. For Mobile Services

In addition to the applicable information specified in points 1.2 and 1.2.1, providers shall publish:

a) Prepaid, post-paid or hybrid tariff plans, including the associated benefits, validity periods and renewal conditions;

b) The tariffs and conditions applicable to the use of international roaming services, broken down by country and, where tariffs differ, by the relevant network, as well as the countries in which the service is available;

c) The procedures for activating and deactivating roaming services, information on expenditure control and measures to prevent inadvertent roaming in border areas.

1.2.3. For Internet Access Services (IAS)

In addition to the information specified in point 1.2, providers shall publish, where applicable:

a) The main characteristics of the service, including internet access speeds, in accordance with the requirements applicable to fixed and mobile services, and AKEP's Guidelines on the Implementation of Open Internet Rules;

b) Data volume limits and the conditions applicable once the included data allowance has been exhausted, including speed reductions, additional charges or other usage restrictions. For tariff plans advertised or presented as “unlimited” or using similar terms, undertakings shall clearly publish any applicable Fair Usage Policy (FUP), including consumption thresholds, the conditions triggering the application of restrictions and their impact on the use of the service. This obligation shall apply to both fixed and mobile internet access services. Information on such restrictions shall be easily identifiable in the description of the relevant tariff plan, including, where applicable, an electronic link to the full FUP terms;

c) Installation, activation and recurring subscription fees, as well as the costs of the equipment required to access the service;

d) Information on traffic management measures and their potential impact on the quality of the service, in accordance with the relevant legislation and regulatory acts of AKEP (AKEP Guidelines on the Implementation of Open Internet Rules);
e) The geographical availability of the service and any applicable technical limitations.

1.2.4.For Number-Independent Interpersonal Communications Services (NI-ICS)

Providers shall publish information on the extent to which access to emergency services is supported or not supported, as well as any relevant limitations, in accordance with Article 142 of Law No. 54/2024.

1.3. Dispute Resolution Mechanisms

Undertakings shall publish clear and easily accessible information on complaint-handling and dispute resolution mechanisms, including the undertaking's internal procedures, the channels for submitting complaints, the time limits for handling them, and the right and procedure for referring disputes to AKEP, in accordance with the requirements laid down in Chapter VIII of this Regulation.

2. The information specified in this Article shall be published according to the nature and characteristics of the services provided by the undertaking. Requirements specific to a particular category of service shall apply only to undertakings providing that service.
3. Tariffs for services offered to consumers shall be published inclusive of VAT and any other applicable taxes.

Article 35

Format and Method of Publication of Information

1. Undertakings shall publish the information specified in this Chapter on their official websites in a clear, comprehensible, easily accessible and up-to-date manner, in accordance with the requirements of Article 142 of Law No. 54/2024, including publication in a machine-readable format and accessibility for persons with disabilities.
2. Information on services, tariffs, offers and eligibility conditions shall be easily identifiable on the undertaking's website and accessible without requiring the end-user to register or identify themselves in advance, except where the nature of the information requires personalised access.
3. Electronic communications undertakings shall be required, in every channel (website, brochures, etc.) through which they publish a tariff plan, to present, in the same location as the price and the included units, complete, clear, comprehensible and easily visible information on the main conditions of that plan, including, but not limited to, the included units, the manner in which they are consumed, standard prices, duration and any other charges associated with the service. Where deemed necessary, this information may be provided through a link or hyperlink clearly displayed at the location where the relevant tariff plan is published.
4. At points of sale and customer service offices, undertakings shall ensure that end-users have access to information on services, tariffs and the conditions governing their provision, through written materials, electronic means or other appropriate forms of communication. At the end-user's request, the necessary information shall be made available in a format suitable for retention and future reference.
5. For prepaid mobile services, the information accompanying the SIM card or its activation shall contain the essential details identifying the service and its main conditions of use, as well as a reference to the

official website where the tariffs and full terms and conditions governing the provision of the service are published.

6. Undertakings shall ensure that published information is updated to reflect changes in tariffs, offers and conditions governing the provision of services, in compliance with the obligations laid down in this Regulation.

Article 36

Obligation to Notify Subscribers, Publish Tariffs and Inform AKEP

1. Undertakings shall be required to submit to AKEP information on the tariffs for publicly available electronic communications services, as well as any changes thereto, no later than the date of their publication. The information shall be accompanied by an electronic link to the webpage on the undertaking's official website where the relevant tariffs or changes have been published.

   1/1. Providers of publicly available mobile services shall, in addition to the information specified in point 1 of this Article, submit to AKEP a description of the offer, the conditions governing its application, the categories of eligible users and the eligibility criteria, as well as the effective date and duration of the offer, where applicable. This obligation may also be fulfilled by referring to the information published on the undertaking's official website, provided that it contains all the required details.

   1/2. The provision of information to AKEP pursuant to points 1 and 1/1 of this Article shall not constitute a prior tariff approval procedure and shall not be a condition for the tariffs to take effect. AKEP may request additional information and documentation where necessary for the exercise of its statutory powers, in accordance with the legislation in force.
2. This information shall be submitted electronically and/or in writing. The electronic data submission form shall also be made available on AKEP's website.
3. Undertakings on which AKEP has imposed specific obligations relating to retail tariffs shall comply with the time limits and rules laid down in the relevant regulatory acts of AKEP.
4. The above provisions shall be mandatory for all service packages, whether prepaid or post-paid, including standard packages, promotional offers and other similar arrangements.

Article 37

Publication and retention of information on promotional offers

1. Undertakings providing publicly available electronic communications services shall publish information on promotional offers on their official websites, including tariffs, eligibility conditions and, where applicable, the period during which the offer is available to end-users.
2. For promotional offers with a limited availability period, undertakings shall publish the start and end dates of the period during which end-users may take advantage of the offer. Where promotional conditions apply for a limited period to each subscriber, undertakings shall also publish the duration of the promotional benefits, as well as the tariffs and conditions applicable following the expiry of that period.
3. For offers intended for specific categories of end-users, undertakings shall publish the eligibility criteria and conditions, as well as any applicable restrictions.
4. Where the availability period of a promotional offer is extended or its conditions are amended, undertakings shall update the published information to reflect the new period and conditions.

5. Undertakings shall retain information on promotional offers on their official websites, including after the expiry of their availability period, for at least 24 (twenty-four) months and, in any event, for as long as the conditions of the offer continue to apply to existing subscribers. The period during which such offers were available shall also be clearly indicated. Information on expired offers shall be presented in a separate section of the website, clearly distinguished from offers that are currently available.

Article 38

Accuracy and Consistency of Information on Tariffs and Offers

1. Undertakings shall ensure that published information on tariffs, offers and their eligibility conditions is accurate, up to date and consistent with the tariffs and conditions actually applied to end-users, including those reflected in contracts, billing systems and subscribers' invoices.
2. Information on tariffs and offers published on the undertaking's website, in promotional materials and through its other communication channels shall be consistent with the actual conditions governing the provision of the service and shall not contain information or representations that may mislead end-users regarding the price, benefits or restrictions of the offer.

Article 39

Documentation and Retention of Information on Tariffs and Offers

1. Undertakings shall maintain and retain documentation relating to tariffs and offers for publicly available electronic communications services, including the conditions governing their application, effective dates, amendments and, where applicable, the availability periods and extensions of promotional offers.
2. The documentation referred to in point 1 of this Article shall include information published on the official website and, where applicable, promotional materials and information on the eligibility criteria and conditions applicable to the offers.
3. Undertakings shall make available to AKEP, upon request, the documentation specified in this Article, as well as any other information necessary to verify the compliance of tariffs and offers with legal and regulatory obligations, in accordance with the legislation in force.

Article 40

Tariff Comparison and Comparison Tools

1. AKEP, in the exercise of its statutory powers, may carry out analyses and comparisons of tariffs and offers for publicly available electronic communications services, based on information published by undertakings and data held by AKEP.
2. In accordance with Article 142 of Law No. 54/2024, AKEP shall ensure that end-users have access, free of charge, to at least one independent comparison tool enabling them to compare and evaluate electronic communications services in terms of prices and, where applicable, quality of service.
3. The comparison tool may be provided by AKEP or by another entity, in accordance with the requirements and conditions laid down in Article 142 of Law No. 54/2024.

Article 41

Provision of Information to End-Users

1. Undertakings shall ensure that personnel responsible for providing information and assistance to end-users have the necessary knowledge to provide accurate, clear and up-to-date information on services, tariffs, offers and their eligibility conditions.

2. Information provided to end-users by the undertaking's personnel or through other communication channels shall be consistent with the published information and the applicable conditions governing the provision of services.

CHAPTER VI

Requirements for Billing Systems

Article 42
Billing Accuracy

1. Invoices for publicly available electronic communications services shall accurately and faithfully reflect the amounts charged and the quantities of services provided to the subscriber.
2. Undertakings shall retain billing records for at least 12 months from the date of their creation, in order to ensure compliance with point 1 of this Article. This obligation shall also be subject to the requirements of the relevant legislation on the protection of personal data.
3. Undertakings shall ensure that internal control mechanisms are in place to prevent overbilling of subscribers and shall document the procedures for identifying, investigating and addressing cases of inaccurate charging, including cases involving subscriber complaints concerning overbilling.
4. Where an undertaking identifies, through a complaint or request, or through its internal control systems, that a subscriber has been overbilled, it shall take appropriate and proportionate corrective measures to address the overbilling. The undertaking shall:
   a) Carry out an analysis to determine the cause of the verified overbilling;
   b) Identify the cause;
   c) Take proportionate corrective measures to rectify the error;
   d) Inform the subscriber.
5. Where the identified cause of the error also affects other subscribers, the corrective measures relating to overbilling shall be applied to all affected subscribers and the corresponding invoices and billing records.
6. Undertakings shall be required to publish complete information on their standard service tariffs, in accordance with the requirements of Chapter V of this Regulation. Such information shall be consistent with the tariffs and billing units applied in the undertaking's Billing System.

Article 43
Subscriber access to billing information

1. Pursuant to Articles 154, 161 and 117 of Law No. 54/2024, undertakings shall be required 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 check the amounts invoiced;
   b) Adequately monitor usage and expenditure and maintain control over their invoices.
2. Undertakings shall be required to provide or deliver an itemised or summary invoice to the relevant address of subscribers with post-paid tariff plans or periodic billing arrangements, according to the option selected by the subscriber. Such options may include a printed invoice, an electronic invoice sent by email or an invoice made available through the operator's applications. The available options for the delivery of itemised or summary invoices shall be included in the Subscription Contract documentation.

The subscriber shall have the right to select the preferred option in the Subscription Contract Form and may subsequently change that selection by notifying the operator on a durable medium.

3. The basic level of itemised invoicing for the use of internet access services and/or voice communications services, publicly available telephone services or number-based interpersonal communications services shall include, at a minimum, the following elements, where applicable:
   a) The billing period;
   b) The fixed monthly fee for the service;
   c) The type and amount of all other charges invoiced during the billing period (the total amount charged at out-of-bundle rates for the respective services), as well as the amount of any outstanding debts or unpaid invoices;
   d) The numbers called, the date and time of the calls, and the duration of the calls made;
   e) The time, duration and volume of data consumed (kB/MB), and the corresponding amount charged during a usage session;
   f) The corresponding amount charged for each other communication made (e.g., SMS).

   The information required under points **a)**, **b)** and **c)** shall also constitute the minimum mandatory information to be included in a summary invoice.

   The information required under points **d)** and **f)** shall also include clear identification of the service provider and the chargeable duration of value-added services using premium-rate numbers, unless the end-user has requested that such information be excluded from the itemised invoice.

   The information required under point **e)** shall not disclose the websites or internet endpoints accessed during such a usage session.

   The information required under points **d)**, **e)** and **f)** may exclude calls or communications to freephone numbers, as well as calls, SMS messages or internet sessions included in the monthly subscription fee (i.e., those not subject to additional charges based on the quantity or units consumed).
4. Pursuant to Article 117(3) of Law No. 54/2024, where appropriate, the provider may offer its end-users invoices with a higher level of itemisation, subject to reasonable charges or free of charge for the additional itemisation. Information on this additional facility shall be included in the detailed list of standard tariffs published in accordance with the provisions of this Regulation.

CHAPTER VII

Measures to guarantee equal access for persons with disabilities

Article 44
Special policies and procedures for users with disabilities

1. Undertakings providing public electronic communications networks and/or services to end-users shall establish, publish and implement appropriate policies and procedures to ensure fair treatment and equal access for end-users/subscribers who are classified as persons with disabilities under the relevant legislation of the Republic of Albania.
2. These policies and procedures shall include, at a minimum:
   a) Measures to ensure the appropriate treatment of end-users with disabilities, taking into account their specific needs;
   b) Procedures for identifying and recording, at the user's request or with their consent, their accessibility needs and the appropriate measures for the provision of the service;

c) The provision of appropriate and accessible channels for communication with the undertaking, including access to information, customer care services and the submission of complaints;
d) The possibility of communication and representation through a person authorised by the user, in accordance with the legislation in force;
e) Procedures for monitoring and evaluating the implementation of these policies and procedures.

3. Undertakings shall ensure that personnel interacting with end-users receive appropriate information and training, in accordance with their duties and responsibilities.
4. Undertakings shall submit to AKEP, upon request, the information necessary to verify compliance with the obligations laid down in this Chapter.

Article 45
Measures for end users with disabilities

1. Undertakings shall take the necessary measures to ensure compliance with the requirements laid down in this Chapter of the Regulation, taking into account the nature of the services they provide and the needs of end-users with disabilities.
2. Information on the measures and facilities provided shall be published and made available to end-users in appropriate and accessible formats and through suitable and accessible channels.

Article 46
Contracts and Invoices in the appropriate format

1. Undertakings shall, at the request of an end-user with disabilities, make available, free of charge, in a format that is appropriate and accessible to their needs:
   a) Contractual information in accordance with Articles 141 and 180 of Law No. 54/2024 and this Regulation;
   b) The Contract Summary in accordance with the provisions of the AKEP Regulation on establishing the Contract Summary Template approved by Steering Council Decision No. 1, dated 2 February 2026;
   c) The summary invoice relating to the contracted services under post-paid tariff plans.
2. The accessible format may include, according to the user's needs, electronic documents compatible with assistive technologies, large-print text, audio formats or Braille, in accordance with the relevant accessibility legislation.

1. Article 47
Designation of Third Parties and Invoice Management

1. Undertakings shall enable subscribers with disabilities who require assistance in managing their invoices to designate, free of charge, an authorised person to:
   a) Receive invoices and the relevant billing information;
   b) Receive notifications concerning outstanding payments;
   c) Communicate with the undertaking on billing matters, within the scope of the authorisation granted.
2. The designation of the authorised person and the determination of their rights shall be based on the subscriber's express and documented authorisation, in accordance with the legislation on the protection of personal data.
3. The undertaking shall allow the authorised person to make payments on behalf of the subscriber without requiring that person to assume liability for the subscriber's financial obligations.

4. The subscriber may amend or revoke the authorisation at any time through a simple and accessible procedure.

Article 48
Priority in Resolving Service Faults and Disruptions

1. Undertakings providing electronic communications services over fixed networks shall give priority to resolving technical issues and service disruptions affecting end-users with disabilities where the interruption or malfunction of the service has a particular impact on their ability to communicate or seek assistance in emergency situations.
2. Undertakings shall take the necessary measures to resolve such issues as quickly as possible, taking into account the nature of the technical problem and the specific needs of the user.
3. No additional charges beyond the standard charges applicable to service repairs shall be imposed for priority handling under this Article.

Article 49
Access to emergency services via SMS

1. Undertakings providing public mobile electronic communications networks and/or services shall ensure that end-users with hearing and/or speech disabilities are able to send SMS messages free of charge to the single European emergency number "112" and other national emergency numbers.
2. Effective access to emergency services via SMS shall depend on the technical capabilities of the authorities responsible for receiving and handling such communications, in accordance with Article 149 of Law No. 54/2024.

Article 50
Access to Relay Text services

1. Undertakings providing public mobile electronic communications networks shall ensure that end-users with hearing and/or speech disabilities are able to make and receive calls through text-based communication conversion or relay services (Text Relay Services), in accordance with the provisions of the regulatory acts adopted by AKEP and the national legislation on the accessibility of products and services.
2. To ensure access to Text Relay Services pursuant to point 1 of this Article, undertakings shall comply with the following requirements:
   a) Charges for communications made through Text Relay Services shall not exceed the equivalent charges for communications between end-users without the use of such services;
   b) Undertakings shall implement appropriate tariff arrangements to prevent additional costs for end-users with disabilities arising from the additional time that may be required to communicate through Text Relay Services;
   c) Undertakings shall take the necessary measures to protect the confidentiality of communications carried out through Text Relay Services;
   d) Except where access is lawfully restricted due to non-payment or fraud, undertakings shall ensure that Text Relay Services remain available for lawful use by end-users;
   e) Undertakings shall ensure the interoperability of Text Relay Services so that end-users can communicate with users of other electronic communications networks or services;
   f) Undertakings shall comply with the relevant secondary legislation and guidelines issued by AKEP concerning Text Relay Services.

Article 51

Specialized terminal equipment for persons with disabilities

1. Undertakings are encouraged to offer terminal equipment with functions and features that facilitate the use of electronic communications services by end-users with disabilities.
2. Undertakings offering terminal equipment suitable for persons with disabilities at their points of sale shall:
   a) Enable end-users, subject to the technical characteristics of the equipment, to test its compatibility with their hearing aids or other assistive devices before purchase;
   b) Ensure that relevant personnel at points of sale are able to provide information and assistance regarding the accessibility features of the equipment offered.

Article 52

Information and publication of information for users with disabilities

1. Undertakings providing publicly available electronic communications networks and/or services shall regularly inform end-users with disabilities about the products, services and facilities available to them, including the information specified in this Regulation. Such information shall also cover the available means of accessing emergency services for end-users with disabilities, as well as any relevant limitations, in accordance with Article 149 of Law No. 54/2024.
2. Undertakings shall ensure that information published on their websites concerning the products and services offered is accessible to end-users with disabilities, in accordance with the legislation in force on accessibility.
3. To fulfil the obligation set out in point 2 of this Article, undertakings shall take measures to implement the relevant web content accessibility standards developed by the World Wide Web Consortium (W3C) and shall ensure:
   a) Easy access from the website's homepage to information specifically intended for users with disabilities;
   b) A dedicated section on the website containing information on the products, services and facilities available to these users.

Article 53

Recording the needs of users with disabilities

1. Undertakings shall maintain in their systems the data necessary to identify the specific needs of subscribers with disabilities and to provide the measures and facilities specified in this Chapter. Such data may include:
   a) The subscriber's name and contact details and, where applicable, the details of the person authorised by the subscriber;
   b) Specific accessibility needs and preferred methods of communication;
   c) Measures and facilities requested or provided by the undertaking.
2. The recording and processing of data pursuant to point 1 of this Article shall be carried out in accordance with the legislation on the protection of personal data. Data relating to health conditions or the type of disability shall be processed only where necessary for the provision of a specific measure or facility and in compliance with the legal requirements governing the processing of such data.

3. The undertaking may request supporting documentation confirming a disability only where necessary for access to a specific measure or facility and in accordance with the legislation in force.
4. The subscriber may request that the recorded information concerning their accessibility needs and the measures or facilities requested be updated.

CHAPTER VIII

Handling subscriber complaints and resolving disputes

Article 54
The Right of End-Users to Submit Complaints

1. End-users shall have the right to submit complaints or request explanations from undertakings providing publicly available electronic communications services concerning the terms of the contract or compliance with those terms, including billing and the quality of the service provided.
2. Complaints and requests for explanations shall be submitted through the communication methods and channels specified in Article 55 of this Regulation.
3. The undertaking shall examine the complaint or request, carry out the necessary verifications and provide the end-user with a reasoned written response no later than 30 (thirty) days from the date of receipt, in accordance with Article 46 of Law No. 54/2024.
4. If the end-user is not satisfied with the undertaking's response or does not receive a response within the time limit specified in paragraph 3, the end-user shall have the right to request AKEP to initiate a dispute resolution procedure or to refer the matter to the competent court, in accordance with the legislation in force.

Article 55
Undertakings' Obligations in Handling End-User Complaints

1. Undertakings providing publicly available electronic communications services shall establish and implement clear, transparent and accessible procedures for the submission and handling of complaints from end-users, including end-users with disabilities.
2. Complaint handling procedures shall be included in the contractual information and contract documentation and shall also be published on the undertaking's website, in accordance with this Regulation and Article 46 of Law No. 54/2024.
3. Complaint handling procedures shall include at least the following:
   a) The methods and communication channels available for submitting complaints;
   b) The procedure for registering complaints and acknowledging their receipt;
   c) The time limit for examining complaints and providing a response, which shall not exceed 30 (thirty) days from the date of receipt of the complaint;
   d) The method of communicating a reasoned written response;
   e) Information on the end-user's right to refer a dispute to AKEP for resolution.
4. Undertakings shall enable end-users to submit complaints through at least the following channels:
   a) By telephone, through a free-of-charge number;
   b) By post;
   c) By electronic means, including email or an online form.

5. Undertakings shall register submitted complaints, acknowledge their receipt and inform the end-user of the applicable procedure and the time limit for handling the complaint. Complaints submitted by telephone that require further examination shall be registered and handled in accordance with the complaint handling procedure, observing the time limit and the requirements for providing a response set out in Article 46 of Law No. 54/2024. Requests for information or clarification that are answered during the telephone conversation shall not require a separate complaint handling procedure.
6. The channels for submitting complaints shall be clearly published, available and operational and shall not create difficulties or obstacles to the complaint submission process.
7. The procedures and contractual terms established by undertakings shall not restrict or undermine the rights of end-users provided for in this Regulation and the legislation in force.

Article 56

Undertakings' Obligations Regarding Contract Termination and Switching Providers

1. Undertakings providing publicly available electronic communications services shall establish and implement clear, transparent and straightforward procedures for the submission and handling of subscribers' requests for contract termination or switching providers. These procedures shall not create unjustified barriers to the exercise of subscribers' rights, regardless of whether the contract is within or beyond the initial contractual commitment period.
2. Undertakings shall enable subscribers to submit requests for contract termination through at least one of the following methods:
   a) In person, at the undertaking's service centres;
   b) By post, to the address specified by the undertaking;
   c) By email or through an online form;
   d) By telephone, provided that the undertaking ensures that the request is recorded and the subscriber's identity is verified;
   e) Through other communication methods made available by the undertaking.

   Undertakings shall also enable subscribers to submit requests for contract termination through the communication methods and channels used for signing or renewing contracts. Procedures for verifying the subscriber's identity and confirming their intention to terminate the contract shall be proportionate and shall not impose more restrictive requirements than those applicable to signing or renewing a contract, except where objectively justified.

   In all cases, the undertaking shall provide at least one method for submitting a request without requiring the subscriber's physical presence.
3. Undertakings shall publish clear information on their websites regarding the methods for submitting requests, the required documentation and the applicable time limits for contract termination.
4. Within 5 (five) working days of receiving the subscriber's request, the undertaking shall inform the subscriber of:
   a) The date of contract termination;
   b) Any outstanding financial obligations, including, where applicable, lawful early termination charges;
   c) Any obligations to return equipment provided for use by the undertaking and the procedure for returning such equipment. The period allowed for returning the equipment shall not be shorter than 15 (fifteen) days from the date of contract termination.
5. The undertaking shall terminate the contract in accordance with the subscriber's request and the time limits established in this Regulation and the legislation in force. Where no specific time limit applies,

the contract shall be terminated as soon as possible and, in any event, no later than 30 (thirty) days from receipt of the request, unless the subscriber requests a later termination date.

6. Where a subscriber switches providers through number portability, termination of the contract with the transferring undertaking and discontinuation of the service shall be carried out in accordance with the rules and time limits established in the Regulation on Number Portability.
7. Outstanding financial obligations of the subscriber, including obligations relating to equipment, shall not constitute grounds for refusing or delaying contract termination. Termination of the contract shall not release the subscriber from any lawful financial obligations incurred up to the date of termination or from any other lawful obligations arising from the termination of the contract.

Article 57
Preliminary/administrative handling of complaints by AKEP

1. AKEP may handle end-user complaints through administrative procedures, with the aim of verifying the reported issues and achieving a prompt and effective resolution.
2. As part of the dispute resolution procedure, upon receipt of the relevant request, AKEP may conduct a preliminary administrative review before the matter is examined by the Dispute Resolution Commission (KZAM).
3. During the administrative review, AKEP shall communicate with the undertaking and the end-user, including by electronic means, requesting verification of the reported issue and the implementation of measures to resolve it.
4. If the dispute is resolved during the preliminary administrative review, AKEP shall document the resolution and close the examination of the request. If the dispute remains unresolved, the examination shall proceed before the Dispute Resolution Commission (KZAM), in accordance with the procedures established in this Regulation.
5. The preliminary administrative review of a dispute resolution request shall be included within the overall time limit for examining the request and shall not result in the suspension or restarting of that time limit.
6. The handling of general administrative complaints outside the dispute resolution procedure shall not constitute a mandatory prerequisite for submitting a dispute resolution request and shall not affect the statutory time limits for its submission.

Article 58
Conditions for initiating the dispute resolution procedure

1. The end-user shall have the right to request AKEP to initiate a dispute resolution procedure where:
   a) The end-user has previously submitted a complaint or a request for clarification to the undertaking concerning the contractual terms or compliance with those terms; and
   b) The end-user disagrees with the undertaking's written response or has not received a response within the 30-day time limit.
2. The end-user shall submit a written request for dispute resolution to AKEP within 30 (thirty) days from:
   a) The date of receipt of the undertaking's response; or
   b) The expiry of the 30-day time limit established for the undertaking to provide a response, where the undertaking has failed to respond, in accordance with Article 46(5) of Law No. 54/2024.
3. The dispute resolution request may be submitted through:
   a) The electronic “e-Complaint” module, accessible on AKEP's official website, or by email to AKEP's official email address;
   b) By post or in person at AKEP's official address.

4. The dispute resolution procedure before AKEP shall be free of charge.

Article 59
Form and content of the request

1. The dispute resolution request shall contain:
   a) The information necessary to identify and contact the end-user;
   b) The name of the undertaking against which the request is submitted;
   c) The subject matter of the dispute and a description of the issue;
   d) The end-user's claims and the resolution sought from AKEP.
2. The request shall be accompanied, where applicable and to the extent that the documents are available to the end-user, by:
   a) A copy of the complaint or request previously submitted to the undertaking, or information enabling its identification;
   b) A copy of the undertaking's response, if received;
   c) Documents and evidence supporting the end-user's claims, including, where applicable, invoices and relevant supporting documentation;
   d) A copy of the contract, where available and necessary for the examination of the dispute;
   e) Any other documents that the end-user considers relevant to the resolution of the dispute.
3. AKEP shall publish the dispute resolution request form on its official website.

Article 60
Alternative Dispute Resolution Commission (KZAM)

1. AKEP shall perform its functions relating to the out-of-court resolution of disputes between end-users and undertakings providing electronic communications services through the Alternative Dispute Resolution Commission (KZAM), in accordance with Article 46 of Law No. 54/2024 and the legislation on consumer protection.
2. KZAM shall be a dedicated, permanent body within AKEP, responsible for examining dispute resolution requests in accordance with the procedures established in this Regulation.
3. KZAM shall consist of a Chairperson and 4 (four) members drawn from AKEP's organisational structures, with knowledge and experience in legal, economic and technical matters and the protection of end-users' rights.
4. Members of KZAM shall perform their duties independently, objectively and impartially, avoiding any conflicts of interest when examining disputes.
5. The Chairperson of the AKEP Steering Council shall determine, by order, the composition of KZAM and designate the persons responsible for providing administrative support to its activities.
6. Where AKEP identifies that a specific issue is the subject of numerous complaints or dispute resolution requests against an undertaking, it shall review the undertaking's implementation of its complaint handling procedures and, where necessary, require the undertaking to improve those procedures, in accordance with Article 46(9) of Law No. 54/2024.
7. KZAM shall report periodically to the Chairperson of the AKEP Steering Council on its activities and the issues identified.

Article 61
Initiation of the dispute resolution procedure

1. KZAM shall examine the dispute resolution request submitted by the end-user in accordance with the conditions and procedures established in this Regulation.

2. Where the request is incomplete or contains inaccuracies that prevent its examination, AKEP shall notify the end-user of the need to complete or correct the request, clearly identifying the relevant deficiencies.
3. The end-user shall complete or correct the request within 10 (ten) days of receiving the notification, either by electronic means or in writing.
4. AKEP shall not require the submission of documents that are unnecessary for the examination of the dispute or that can be obtained from the undertaking during the procedure.

Article 62
Dispute Examination Procedure

1. Upon acceptance of the dispute resolution request, KZAM shall notify the undertaking of the initiation of the procedure and provide it with a copy of the request and the end-user's written submissions, in order to ensure the undertaking's right to present its explanations and arguments.
2. KZAM may request from the undertaking the information and documentation necessary for the examination of the dispute, in compliance with the legislation on the protection of personal data and the confidentiality of information.
3. Within 15 (fifteen) working days of receiving the notification, the undertaking shall submit to KZAM its written explanations and arguments, together with the requested information and documentation.
4. The undertaking's failure to submit the requested explanations, arguments or documentation shall not prevent the continuation of the procedure or the issuance of a recommendation by KZAM, based on the available evidence and information.

Article 63
The reconciliation session

1. Where KZAM considers it appropriate, during the examination of the dispute and before issuing its recommendation, it may invite the parties to a conciliation session, informing them of the date, time and arrangements for conducting the session.
2. The conciliation session may be held in person or by electronic means of communication, where appropriate and acceptable to the parties.
3. If the parties reach an amicable settlement of the dispute, the agreement shall be documented in a written instrument signed by the parties or confirmed by them on a durable medium. In such cases, the dispute resolution procedure shall be concluded.
4. If the parties fail to reach an agreement, KZAM shall continue the procedure and issue the relevant recommendation.

Article 64
Deadlines for reviewing and resolving the dispute

1. AKEP shall examine dispute resolution requests in a transparent, prompt, objective and non-discriminatory manner, including, where applicable, the preliminary administrative review and examination by KZAM, within 60 (sixty) days of receipt of the request, in accordance with Article 46 of Law No. 54/2024.
2. AKEP may extend the time limit specified in paragraph 1 by no more than an additional 30 (thirty) days in duly justified cases. The parties shall be informed of the extension and the reasons for it.
3. Following the examination of the available evidence and information, AKEP shall issue a written recommendation to the end-user and the undertaking on how the dispute should be resolved.

4. If both parties accept the recommendation in writing within 15 (fifteen) days, it shall become final and binding, in accordance with Article 46(7) of Law No. 54/2024.
5. If the recommendation is not accepted in writing by both parties within the time limit specified in paragraph 4, either party may refer the dispute to the competent court, in accordance with the legislation in force.

Article 65
Electronic register of complaints and requests for dispute resolution

1. AKEP shall establish and maintain an electronic register for recording and monitoring end-user complaints and dispute resolution requests submitted to AKEP concerning the provision of electronic communications services.
2. The electronic register shall contain at least the following information:
   a) The unique identification number of the complaint or request and the date of its receipt;
   b) The information necessary to identify and contact the complainant;
   c) The name of the undertaking against which the complaint or request is submitted;
   d) The category and subject matter of the complaint or dispute;
   e) The method used to submit the complaint or request;
   f) The procedure followed in handling the complaint or request, including, where applicable, the administrative review and the dispute resolution procedure conducted by KZAM;
   g) The dates of the main procedural steps and the applicable time limits;
   h) The status of the complaint or request;
   i) The outcome and date of completion of the procedure, including, where applicable, the resolution of the complaint, AKEP's recommendation and its acceptance or rejection by the parties.
3. The electronic register shall enable the progress of complaints and dispute resolution requests to be tracked and statistical data to be generated by undertaking, complaint category, handling time and outcome, including for the purpose of publishing periodic reports on end-user complaints.
4. The recording and processing of data shall be carried out in accordance with the legislation on the protection of personal data. Access to the data contained in the register shall be restricted to authorised persons, according to their respective functions and responsibilities.
5. AKEP shall establish the procedures for the administration, updating and retention of data in the electronic register, in accordance with the legislation in force.

CHAPTER IX
Final provisions

Article 66
Transitional provision

1. Undertakings shall, by the date of entry into force of this Regulation, update and publish their General Terms and Conditions (GTC) and other standard contractual documentation in accordance with the requirements of this Regulation, and submit the updated versions of the GTC to AKEP.
2. The requirements of Article 18 of this Regulation concerning minimum validity periods shall apply to activations and top-ups made on or after the date of its entry into force. For SIM/eSIM cards activated and monetary credit top-ups made before the entry into force of this Regulation, the validity periods established at the time of activation or top-up shall continue to apply.

3. Clauses in existing contracts providing for automatic adjustments to the monthly subscription fee, expressed as percentages or linked to variable indices, including the Consumer Price Index (CPI), where the monetary amount of the future fee was not specified at the time of signing the contract, shall not apply to tariff changes implemented on or after the date of entry into force of this Regulation. The non-application of such clauses shall not affect the validity of other contractual provisions, the monthly subscription fee applicable before that date, or tariff changes implemented in accordance with the legislation in force prior to the entry into force of this Regulation.

Article 67
Repeals

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

1. Regulation No. 49, dated 11 March 2021, "On the Protection of Consumers and Subscribers of Public Electronic Communications Services", as amended;
2. Regulation No. 27, dated 21 September 2012, "On the Publication of Information on Tariffs and the Conditions of Access to and Use of Public Electronic Communications Services", as amended;
3. The "Registration Forms for Users of Electronic Communications Services", approved by AKEP Steering Council Decision No. 2422, dated 19 February 2014, as amended by Decision No. 2692, dated 27 October 2016, together with all other provisions of these Decisions.

Article 68
Entry into force

This Regulation enters into force on January 1, 2027, and is published on AKEP's official website, www.akep.al.

Annex 1: Standard Templates for Undertakings' Notifications to Subscribers

This Annex contains the standard notification templates to be used by undertakings providing electronic communications networks and services to inform subscribers about:

- Changes to contractual terms (Template I);
- The expiry of the contractual commitment period (Template II);
- Annual information on the best available tariffs (Template III).

The templates establish the indicative structure and minimum content of the notifications, in accordance with Law No. 54/2024 and Chapter IV of this Regulation.

Undertakings may adapt the format and presentation of the templates, provided that the notifications contain all mandatory information, are clear and understandable, and are appropriate for the communication channel used.

Where the use of a durable medium is required, the notification shall comply with the requirements of Article 24 of this Regulation. Sending an SMS containing only a link to the undertaking's website shall not, in itself, satisfy this requirement.

Information that is not applicable to the subscriber or to the relevant change may be omitted from the template, provided that all mandatory information is retained.

TEMPLATE I: NOTIFICATION OF CHANGES TO CONTRACTUAL TERMS

1. General Information

Undertaking: [Name]
Subscriber: [Name/Identifier]
Service/Contract: [Name or Identifier]
Date of Notification: [Date]
Effective Date of Changes: [Date]

2. What Is Changing in Your Contract?

We hereby inform you that, with effect from **[date]**, the following changes to the terms of your contract will take effect.

The changes concern:

☐ The specific/individual terms of the contract, including the tariff plan or relevant annexes.

☐ The General Terms and Conditions (GTC).

☐ Both of the above categories.

Summary of Changes:

[Clear description of the changes, identifying the contractual terms or provisions being amended and their main implications for the subscriber.]

In the Event of Tariff Changes:

Description	Current Terms	New Terms
Tariff Plan/Service	[Name]	[Name]
Recurring Fee	[Amount]	[Amount]
Other Terms Being Changed	[Description]	[Description]

Reason for the Changes:

[Brief explanation of the reasons for the changes and, where applicable, the relevant legal or regulatory references.]

Updated Contractual Terms:

[Information on how to access and save the updated contractual documentation.]

3. Your Rights

The undertaking shall use only one of the following options, depending on the nature of the changes.

OPTION A – Where the Changes Give Rise to the Right to Terminate the Contract Without Early Termination Fee

If you do not accept the notified changes, you have the right to terminate your contract **without early termination fee or additional termination charges, within 3 calendar months of receiving this notification**.
Deadline for Submitting a Termination Request: [Date]

If you request termination of the contract after the changes have taken effect, the new tariffs and terms shall apply, where applicable, to services received until the contract is effectively terminated.

A request submitted within the above deadline shall be considered a timely exercise of the right to terminate the contract without penalty, even if the contract is effectively terminated after that deadline.

OPTION B – Where the Changes Do Not Give Rise to the Right to Terminate the Contract Without Penalty

The notified changes do not give rise to the right to terminate the contract without penalty on the grounds of these changes, as they:

☐ Are exclusively to your benefit;

☐ Are purely administrative in nature and have no negative effect on you;

☐ Are directly imposed by the legislation in force.

Specific Reason: [Explanation and, where applicable, the relevant legal or regulatory reference.]

You retain all other rights to terminate the contract in accordance with the contractual terms and the legislation in force.

4. What Can You Do?

Depending on the changes and the applicable rights, you may:

a) Continue using the service under the new terms;

b) Contact the undertaking for information about alternative tariff plans or offers;

c) Request termination of the contract in accordance with the conditions and time limits specified above.

5. Information and Contact Details

For further information or to submit a request for contract termination, you may contact us through:

Telephone: [Number]

Email: [Address]

Website: [Address]

Service Centres/Other Channels: [Information]

TEMPLATE II: NOTIFICATION OF THE END OF THE CONTRACTUAL COMMITMENT PERIOD

1. General Information
Undertaking: [Name]
Subscriber: [Name/Identifier]
Service/Contract: [Name or Identifier]
Date of Notification: [Date]
Expiry Date of the Contractual Commitment Period: [Date]

2. What Happens to Your Contract?
We hereby inform you that the contractual commitment period for your **[service name]** will expire on **[date]**.

After this date, unless you request termination of the contract, it will automatically continue for an indefinite period, without establishing a new contractual commitment period.

Main Service Terms:

Description	Current Terms	After Expiry of the Commitment Period
Service/Tariff Plan	[Name]	[Name]
Monthly Fee	[Amount]	[Amount]
Commitment Period	Until [date]	No new commitment period
Other Terms Being Changed	[Description]	[Description]

Additional Information:

[Explanation of any tariff changes, expiry of discounts or benefits, and other terms applicable after the expiry of the contractual commitment period.]

3. Your Rights
After the expiry of the contractual commitment period, you have the right to terminate your contract **at any time, without early termination penalties and with a notice period of no more than one month**.

The automatic continuation of the contract for an indefinite period shall not establish a new contractual commitment period.

4. What Can You Do?
You may:

a) **Continue with your existing contract**, which will remain in force for an indefinite period;
b) **Change your tariff plan** by selecting one of the available offers;
c) **Sign a contract with a new commitment period**, if you wish to do so and give your consent;
d) **Request termination of your contract** or switch to another provider, in accordance with the applicable rules.

5. Information and Advice on the Best Available Tariffs

In accordance with Article 31 of the Regulation, we provide you with information on alternative tariff plans available from our undertaking.

Description	Current Plan	Alternative Offer
Name	[Name]	[Name]
Monthly Fee	[Amount]	[Amount]
Main Services/Benefits	[Description]	[Description]
Commitment Period	[Terms]	[Terms]
Potential Savings	—	[Amount, where determinable]

Tariff Plan Advice:

[Brief explanation of the suitability of the alternative offer, based, where applicable, on the subscriber's contracted services and usage profile.]

Significant Changes to Services or Terms: [Description]

Where no more suitable alternative offer is available, the undertaking shall inform the subscriber accordingly.

6. Information and Contact Details

For further information, to change your tariff plan or to submit a request for contract termination, you may contact us through:

Telephone: [Number]
Email: [Address]
Website: [Address]
Service Centres/Other Channels: [Information]

TEMPLATE III: ANNUAL INFORMATION AND ADVICE ON THE BEST AVAILABLE TARIFFS

1. General Information
Undertaking: [Name]
Subscriber: [Name/Identifier]
Service/Contract: [Name or Identifier]
Date of Notification: [Date]
Usage Period Taken into Consideration: [Period, where applicable]

2. Information on Your Current Plan
In accordance with Article 31 of the Regulation, we provide you with information on your current tariff plan and the alternative options available from our undertaking.

Your Current Plan:

Description	Details
Service/Tariff Plan	[Name]
Recurring Fee	[Amount]
Main Services/Benefits	[Description]
Contract Duration	Indefinite
Usage Profile	[Information, where available and applicable]

3. What Alternative Offers Are Available?
Based on the tariff plans available from our undertaking and, where applicable, your contracted services and usage profile, we present the following alternatives:

Description	Current Plan	Alternative Offer
Name	[Name]	[Name]
Recurring Fee	[Amount]	[Amount]
Main Services/Benefits	[Description]	[Description]
Commitment Period	No commitment period	[Terms]
Potential Savings	—	[Amount, where determinable]

Tariff Plan Advice:

[Explanation of the suitability of the alternative offer for the subscriber's services and needs.]
Significant Changes to Services or Terms: [Description]
Potential Savings: [Monthly/annual amount, where it can be reliably determined.]
Where no more suitable alternative offer is available, we inform you that, based on the offers currently available, no alternative tariff plan more suitable for your services has been identified.

4. What Can You Do?

You may:

a) **Continue with your current plan**, without taking any action;
b) **Request a change to your tariff plan**, if an alternative offer better meets your needs;
c) **Request additional information** on the tariffs, benefits and terms of alternative offers;
d) **Request termination of your contract** or switch to another provider, in accordance with the applicable rules.

Changing your tariff plan or signing a contract with a new commitment period requires your consent, in accordance with the legislation in force.

5. Information and Contact Details

For information on alternative offers or to request a change to your tariff plan, you may contact us through:

Telephone: [Number]
Email: [Address]
Website: [Address]
Service Centres/

II. Guidelines for the implementation of the models

1. The undertaking shall use the appropriate template according to the nature of the notification and shall complete only the information applicable to the subscriber.

2. In Template I, the undertaking shall clearly identify changes to the specific/individual contractual terms and/or the General Terms and Conditions (GTC). Where the changes concern several contractual provisions, the notification shall summarise their main implications for the subscriber.

3. For Template I, Option B of Section 3 shall be used only where the changes meet the conditions for exemption provided for in Article 144(8) of Law No. 54/2024. Where the notification also includes changes that are not exempt under that provision, Option A shall apply.

4. In Template II, the undertaking shall clearly identify any tariff changes or the expiry of benefits resulting from the expiry of the contractual commitment period. The continuation of the contract for an indefinite period shall not be presented as the automatic renewal of a new commitment period.

5. In Template III, the comparison of offers shall be based on the tariff plans and offers available from the same undertaking. The information shall be personalised, where technically feasible, taking into account the subscriber's actual service usage. Potential savings shall be presented only where they can be calculated on a reasonable and verifiable basis.

6. The undertaking may use a format other than the templates provided in this Annex, provided that it complies with the requirements concerning minimum content, clarity, time limits and the method of notification laid down in Chapter IV of this Regulation.

7. The templates in this Annex shall not limit the rights of subscribers arising from Law No. 54/2024, consumer protection legislation and other legislation in force.

Annex 2: Guiding Model for granting explicit consent to micro, small enterprises, and NGOs for waiving certain rights[16]

Subscriber Details

Entity Name: _____

Tax Identification Number (NIPT): _____

Representative/Authorised Person: _____

Personal Identification Number of the Legal Representative: _____

I. Declaration of Category

I confirm that the entity I represent is:

☐ A microenterprise (fewer than 10 employees)

☐ A small enterprise (fewer than 50 employees)

☐ A non-profit organisation (NPO)

II. Prior Information

I confirm that I have been informed by the undertaking of the relevant rights under Articles 141, 144 and 147 of Law No. 54/2024 and of the consequences of waiving the rights selected below.

III. Consent to Waive Rights

On behalf of the entity I represent, I expressly and knowingly consent to waive only the rights selected below:

☐ The right to receive complete pre-contractual information (Article 141(1)).

☐ The right to receive the Contract Summary (Article 141(5)).

☐ The right to have the initial contractual commitment period limited to 24 months (Article 144(1)).

☐ The right to the application of the provisions of Articles 141(5), 144 and 145(1) to all elements of a bundle of services (Article 147(1)).

IV. Confirmation

My consent is limited to the waiver of only the rights selected above.

Date: _____

Full Name of the Representative/Authorised Person: _____

Signature or Electronic Confirmation: _____

[16] This template may be used to obtain express consent from business end-users that are microenterprises, small enterprises or non-profit organisations to waive certain rights provided for in Articles 141, 144 and 147 of Law No. 54/2024.
For the practical identification of microenterprises and small enterprises, the undertaking may rely on the end-user's self-declaration, information available to the undertaking and other reasonable indicators. A total of up to 49 contracted SIM cards or telephone numbers, excluding those used for machine-to-machine (M2M) services, may be used as an indicative criterion for identifying an end-user as a microenterprise or small enterprise, but not for distinguishing between these categories.
This indicator shall not replace the statutory criteria for the classification of enterprises and shall not constitute a condition for benefiting from the rights provided for in Law No. 54/2024.

.

Annex 3: Registration Form for Users of Electronic Communications Services

Pursuant to Article 155 of Law No. 54/2024, "On Electronic Communications in the Republic of Albania", this form specifies the mandatory information required for the registration of end-users with a subscription contract or a prepaid SIM card, prior to service activation.

PART A – REGISTRATION FORM

1. UNDERTAKING DETAILS

(This section shall include the name and Tax Identification Number (NIPT) of the undertaking, as registered with the National Business Centre (NBC) and AKEP.)

2. USER/SUBSCRIBER IDENTIFICATION DETAILS

Section 2.1 or 2.2 shall be completed, depending on the category of user/subscriber.

2.1 Individual / Private Individual (Consumer)

No.	Identification Details	Information
1.	Full Name	
2.	Personal Identification Number / Unique Personal Number (NUP)	
3.	Date of Birth	Day/Month/Year (--/--/----)

2.2 Business (Non-Consumer)

Individual or legal entity, institution or other entity registered as a subscriber with a Tax Identification Number (NIPT).

No.	Identification Details	Information
1.	Entity Name	
2.	Tax Identification Number (NIPT)	
3.	Full Name of the Authorised Representative	
4.	Unique Personal Number (NUP) of the Authorised Representative	

3. SERVICE DETAILS AND TECHNICAL IDENTIFIERS

3.1. Service(s) on Mobile Networks

	Type of Service	Unique Network Identifier for the End-User	Information
☐	Number-Based Interpersonal Communications Service (NB-ICS, with or without IAS) – SIM/eSIM	Telephone Number	
☐	Internet Access Service (IAS / Data Only)-SIM/eSIM	Identifier, as applicable	
☐	Other (specify): _____	Relevant Identifier	

3.2. Service(s) on Fixed Networks

	Type of Service	Unique Network Identifier for the end-user	Information

☐	Number-Based Interpersonal Communications Service	Telephone Number	
☐	Internet Access Service (IAS)	Static IP Address (where applicable) or Other Service Identifier, as appropriate	
☐	Other (specify): _____	Relevant Identifier	

4. METHOD OF IDENTIFICATION AND VERIFICATION

4.1. Method of Identification

Method of Identification	Selection
In-Person Identification and Verification	☐
Electronic Identification and Verification, Including eKYC Procedures	☐

4.2. Identification Document Used for Registration

Identification Document	Identification Document Number
Identity Card (ID)	
Passport	

5. LEGAL NOTICES

5.1.The registration of users prior to service activation is a legal obligation under Article 155 of Law No. 54/2024. Registration data and, where applicable, relevant communications data may be made available to the competent authorities only in the cases and in accordance with the procedures provided for by the legislation in force.

5.2.Providing false information or submitting forged documents during registration may give rise to liability under the legislation in force, including criminal liability where the conditions laid down in the Criminal Code are met.

6. USER DECLARATION AND CONFIRMATION

I declare that the electronic communications service to be activated (including the SIM/eSIM card, where applicable) is registered in my name or in the name of the person/entity I represent and shall not be resold or transferred to third parties in violation of the legislation in force and the contractual terms.

I declare that the information provided for registration is accurate and truthful.

I confirm that I have read and understood the notices and information contained in this form.

Details	Information
☐ **User** / ☐ **Authorised Person** / ☐ **Legal Guardian**	
Full Name of the User/Representative	
Signature or Electronic Confirmation	
For the Undertaking:	
Full Name/Identifier of the Undertaking's Representative	
Signature or Electronic Confirmation of the Undertaking's Representative	
Date of Registration: **Day/Month/Year (--/--/----)**	

PART B – RULES FOR COMPLETING AND MANAGING THE REGISTRATION FORM

1. Content and Format

1.1. The Registration Form shall be completed prior to service activation, in accordance with Article 155 of Law No. 54/2024.

1.2. The Registration Form may be completed in physical or electronic format. The undertaking may adapt the layout and structure of the form to its systems and procedures and the services it provides, provided that all mandatory information specified in Part A of this Annex is included, as applicable to the relevant services and/or categories of users. The form may be incorporated into the Subscription Contract Form or the relevant contractual document, in accordance with Article 11(6) of this Regulation.

1.3. Only the fields relevant to the applicable user/subscriber category and service shall be completed.

2. User/Subscriber Identification Details

2.1. The identification details specified in Section 2 of Part A shall be provided by the user/subscriber and verified by the undertaking, to the extent applicable to the relevant category.

2.2. For individuals holding an Albanian Unique Personal Number (NUP), the undertaking shall check the formal validity of the NUP and verify that it matches the information contained in the identification document or obtained through electronic identification, as applicable. The NUP shall be recorded separately from the identification document number. The undertaking shall ensure that the registered NUP is available and linked to the relevant subscriber information in its systems, including for the processing of number portability requests.

2.3. For individuals who do not hold an Albanian Unique Personal Number (NUP), identification and registration shall be carried out using the details of a valid identification document, in accordance with the legislation in force. This rule shall also apply to authorised representatives of Business subscribers.

3. Service Identification and Association with the User

3.1. Service details and the corresponding identifiers shall be completed by the undertaking according to the type of service provided.

3.2.For number-based interpersonal communications services (NB-ICS) provided over mobile and/or fixed networks, whether offered on a stand-alone basis or bundled with other services, such as internet access services (IAS), the relevant telephone number shall be recorded in the form.

3.3. Registration of Multiple Telephone Numbers. Where the same user/subscriber is registered for multiple telephone numbers, all telephone numbers registered in their name shall be entered in the “Information” column of the relevant table.

3.4. Registration of Individual Users under Business Subscriptions**.** Where a Business subscriber holds multiple mobile telephone numbers that are to be assigned to individual end-users who have a contractual relationship or are individually billed for the service, a list containing the relevant telephone numbers, full names and Unique Personal Numbers (NUP) of each end-user shall be attached to the form. The list shall constitute an integral part of the Registration Form and may be maintained in electronic format.

3.5. Where several services are provided together and identified by the same telephone number, recording that identifier/telephone number in the form shall be sufficient, provided that the undertaking ensures a verifiable link between the registered user and the relevant services.

3.6. For internet access services (IAS) provided over mobile networks through data-only SIM/eSIM cards, as well as for other services, including machine-to-machine (M2M) services, the relevant service identifiers or technical identifiers, such as the ICCID, may be used in accordance with the undertaking's management procedures, provided that a verifiable link to the registered user/subscriber is ensured.

3.7. For internet access services (IAS) provided over fixed networks, the undertaking shall enter the static IP address, where applicable to the service, or another identifier, in accordance with the undertaking's management procedures, such as a service ID/customer account ID. For other services, the relevant identifier enabling a verifiable link between the service and the registered user shall be recorded.
3.8. Technical service identifiers (other than telephone numbers), including the ICCID of the SIM/eSIM card and fixed connection identifiers, may be maintained in the undertaking's systems without the need to include all such identifiers in the form at the time of its completion. The undertaking shall ensure a verifiable link between the registered user/subscriber, the service identifier recorded in the form and the corresponding technical identifiers stored in its systems, and vice versa.

4. Electronic Identification and Verification

4.1. Identification and verification of the end-user may be carried out in person or by electronic means, including remote identification (eKYC) and the use of biometric data, where permitted by the legislation in force, in accordance with the requirements of Article 11(2) of this Regulation.

5. Confirmation and Management of the Form

5.1. The form shall be confirmed by the user/subscriber or their authorised representative and by the undertaking, either physically or electronically, in accordance with the legislation in force.
5.2. The undertaking shall ensure the retention, integrity, confidentiality and accessibility of registration data, in accordance with the requirements of the legislation in force.
5.3. Registration of the user/subscriber shall not, in itself, constitute consent to the processing of personal data for marketing purposes or other purposes requiring separate consent.