

**Resolution No 3**  
**of**  
**Georgian National Communications Commission**  
**Tbilisi, March 17, 2006**

**Concerning the Approval of the Regulations in Respect to the  
Provision of Services and Consumers Rights Protection in the  
Sphere of Electronic Communications**

In conformity with subparagraph (c) of paragraph 7 of Article 64 of the Law of Georgia on Electronic Communications, the Commission **resolves**:

1. To approve the attached Regulations in Respect to the Provision of Services and Consumer Rights Protection in the Sphere of Electronic Communications.
2. The Agency of Legal Issues of the administrative staff of the Commission (K. Kurashvili) shall be assigned to record the present Resolution in the Georgian State Registry of Normative Acts through the procedure established by the Legislation.
3. The Resolution shall take effect from the moment of publication.
4. Article 24 of the attached Regulations in Respect to the Provision of Services and Consumer Rights Protection in the Sphere of Electronic Communications shall take effect on the fifteenth day from the publication of this Resolution

*D. Kitoshvili*

**Chairman of the Commission**

**R e g u l a t i o n s**  
**in Respect to the Rules of Provision of Services and Consumer Rights  
Protection in the Sphere of Electronic Communications**

**Chapter I. General Provisions**

**Article 1. Legal Framework of the Regulations**

The Regulations in Respect to the Provision of Services and Consumer Rights Protection in the Sphere of Electronic Communications (hereinafter referred to as the “Regulations”) are developed in conformity with the Laws of Georgia “on Consumers Rights Protection”, “on Electronic Communications”, and “on Independent National Regulatory Authorities”, as well as with General Administrative Code of Georgia, the Statute of the Georgian National Communications Commission, and the Rules Regulating the Activities of Georgian National Communications Commission.

**Article 2. Objectives and Regulatory Scope of the Regulations (9.11.2007 No 7)**

1. The present Regulations establish terms and conditions for the provision to consumers of electronic-communication services, including by means of local communication networks and facilities, of long-distance and international telephone, mobile telephone and internet services; identify rights and obligations of service providers and consumers; and are designed to ensure

the provision by electronic-communication service providers of the services in conformity with the requirements as established by the Laws of Georgia “on Consumers Rights Protection” and “on Electronic Communications” and other legal acts of Georgia, and the protection of the rights and legitimate interests of consumers.

2. These Regulations shall also apply to the electronic-communication services of the types, which will become available to Georgian consumers simultaneously with the progress of electronic-communication technologies.

3. The present Regulations are obligatory for any providers and consumers of electronic-communication services.

### **Article 3. Definition of Terms**

1. For the purposes of the present Regulations, the terms used therein shall have following meanings:

(a) **“Local access network”** means following facilities operated within the area of local service: technical means of wired (electric wiring or fibre-optic) cable-linear infrastructure or wireless (fixed radio-frequency or open optic) access, designed for the provision of electronic-communication service, for the conduct of calls or information signals between the fixed terminal hardware of an ultimate consumer and a switching station or transmitting station, or for the transmission of signals of digital broadcast;

(b) **“Servicing with local communication networks and facilities”** means the service of local electronic (telephone) communication, rendered by an electronic-communication service provider to a consumer;

(c) **“Report”** means a report submitted by a service provider to a consumer in the form provided for by the Contract, concerning the cost of the type of service rendered by him and/or other service provider in the last reporting year (including subscriber charge, cost of per minute service or/and other services rendered), the time-limit of its payment and the indication of bank account(s);

(d) **“Instalment plan”** means a written agreement between a service provider and consumer, concerning the postponement of payment of the bill for the current service and its payment according to the agreed schedule;

(e) **“Extended electronic-communication service”** means a service provided by a service provider to a consumer in addition to the principal services;

(f) **“Deposit”** means a certain sum transferred in advance by a consumer to an account of a service provider;

(g) **“Electronic-communication service”** means local, international, long-distance, mobile telephone communication and internet service, as well as extended electronic-communication service, rendered by an electronic-communication service provider to a consumer;

(h) **“Service provider”** means an operator of an electronic-communication network or an authorized person having access to the relevant elements or resources thereof, who intends or carries on the provision of electronic-communication service by means of these elements or resources of the said network;

(i) **“Restriction of service”** means the provision of services by a service provider to a consumer on restricted basis (restriction of access to international and long-distance communication, incoming call restriction, outgoing call restriction, etc.), during which the restriction of the use of emergency numbers shall be inadmissible;

(j) **“Termination of service”** means unilateral termination by a service provider of the Service Contract concluded with a consumer in conformity with the present Regulations, by which the consumer is prevented from the use of the number determined under the Contract;

(k) **“Consumer”** means the ultimate consumer who uses or intends to use for his own consumption the service rendered via common-use electronic-communication networks and facilities and who does not intend its further sale to any other consumers;

(l) **“Personal information”** means the information concerning a consumer's identity, the address at which his hardware is located, telephone number, services received and payments, as well as other data identifying the consumer concerned. *(9.11.2007 No 7)*

(m) **“Subscriber charge”** means monthly single payment for the provision by a service provider of a consumer with a telephone (subscriber) line;

(n) **“Emergency numbers”** mean telephone numbers of fire brigade, police, ambulance service, gas emergency service;

(o) **“Disputable bill”** means a bill which consumer refuses to pay and disputes its authenticity;

(p) **“Demarcation point”** means the point at which the obligations of a service provider are separated from those of a consumer;

(q) **“Complaint”** means a written application filed by a consumer or any other interested party with the service provider, the Public Defender of Consumers Interests working at the Commission, demanding to restore the rights violated in process of provision of services;

(r) **“Tariff plan”** means the list of tariffs approved by service provider;

(s) **“Tariff”** means the established cost of service offered by a service provider;

(t) **“Unauthorized access”** means the use by a third person of a subscriber line assigned to a consumer without the permission of the latter;

(u) **“Notification”** means any information furnished by a service provider to a consumer in writing, via telephone (telephone message) or publicly;

(v) **“Benefit”** means privileges in respect to provision of services or the payment of the charges thereof granted to a certain category of country's population pursuant to the Georgian Legislation or by a service provider;

(w) **“Quality service”** means electronic-communication rendered to a consumer which is in conformity with current technical standards, terms of the Contract, as well as the information (advertisement) about the service;

(x) **“Contract on the Provision of Services in the Sphere of Electronic Communications”** (hereinafter referred to as “Service Contract”) means an agreement (concerning the service with local communication networks and facilities – always in writing) between a service provider and consumer concerning the provision of services in the field of electronic communications, their quality, tariffs for services and other terms and conditions;

(y) **“Cost of per minute service”** means the cost of service rendered by a service provider to consumer on per minute basis;

(z) **“ATS”** means Automatic Telephone System; *(9.11.2007 No 7)*

(aa) **“Administrator”** means a person who administers the topics of a forum in accordance with the rules established for the forum concerned; *(9.11.2007 No 7)*

(bb) **“Unsolicited electronic message (SPAM)”** means an electronic message entering the inbox of an addressee against the will of the latter; *(9.11.2007 No 7)*

(cc) **“Service intended for minors”** means an electronic-communication service designed for minors; *(9.11.2007 No 7)*

(dd) **“Link”** means an indication mark, by clicking on which the consumer is sent to another section of an Internet site, to another Internet site, or to another server; *(9.11.2007 No 7)*

(ee) **“Forwarding”** means redirection of received material or electronic message to other addressee or group of addressees; *(9.11.2007 No 7)*

(ff) **“Warning”** means a symbol, group of symbols or attached text concerning the materials of specific nature; *(9.11.2007 No 7)*

(gg) **“Group communication”** means a combination of a mobile telephone and a trunk system (so-called “walkie-talkie set”) enabling a consumer by pressing the relevant button on his mobile phone, by means of an audio message to contact a subscriber or group of subscribers entered in advance in the memory of the mobile telephone concerned; *(9.11.2007 No 7)*

- (hh) **“Additional service”** means a service for which there is imposed an additional charge;
- (ii) **“Inadmissible production”** means production transmitted by means of electronic communications, such as pornography, items featuring especially grave forms of hatred, violence, invading on a person's privacy, as well as slanderous, insulting, violating the principle of presumption of innocence, inaccurate, and other products transmitted in violation of intellectual property rights and the Georgian Legislation; *(9.11.2007 No 7)*
- (jj) **“Entertaining service of erotic nature”** means the delivery of products of erotic contents, which may include jests, jokes, images, pictures, animations, etc.; *(9.11.2007 No 7)*
- (kk) **“Virus blocking programme/system”** means a programme/system protecting computer from being infected with virus programmes; *(9.11.2007 No 7)*
- (ll) **“Fraudulent programme”** means a programme in case of which the offered programme is not adequate to the received one, which fact is misleading a customer and often inflicts material damage on him; *(9.11.2007 No 7)*
- (mm) **“Internet”** means a global computer network; *(9.11.2007 No 7)*
- (nn) **“Internet site”** means a hypertext resource of a shared computer network, written in HTML/XHTML language or by means of other methods for organization of web resources, consisting of thematically interconnected internet pages and images; *(9.11.2007 No 7)*
- (oo) **“Possessor of an Internet site”** means a person in whose name an Internet site is registered; *(9.11.2007 No 7)*
- (pp) **“Internet domain”** means an Internet name, belonging to a single legal or natural person, which identifies and distinguishes the said person from others; *(9.11.2007 No 7)*
- (qq) **“Issuer of an Internet domain”** means an organization which is authorized to issue and register an Internet domain; *(9.11.2007 No 7)*
- (rr) **“Internet service”** means broadband service, web hosting, e-mail, dialup, dedicated line, etc. *(9.11.2007 No 7)*
- (ss) **“Internet forum”** means a special software allocated on an Internet site and designed for the expression and exchange of views, as well as for discussions; *(9.11.2007 No 7)*
- (tt) **“Infected computer”** means a computer which is damaged or being damaged by a virus programme; *(9.11.2007 No 7)*
- (uu) **“Information collection”** means any action involving the collection or reception of information, including from third persons; *(9.11.2007 No 7)*
- (vv) **“Computer virus”** means programmes designed to damage the entire programme or particular programmes of a computer, which penetrate into executive codes of other programmes or into special format documents; *(9.11.2007 No 7)*
- (ww) **“Contests and games”** mean lotteries, competitions, drawings and other games; *(9.11.2007 No 7)*
- (xx) **“Third person”** means a person other than service providing company or consumer; *(9.11.2007 No 7)*
- (yy) **“Mobile telephone service”** means conversation, short message service, voice message, musical message, multimedia message, group communication, mobile chat, mobile Internet, GPRS Internet, mobile dictionary, audio messenger, calling line identification restriction (CLIR), call tracing (CLIROVR), call transfer, call waiting, conference communication, call restriction, transmission of fax and data (FAX/DATA), two-number SIM cards, money transfer, polyphonic tunes, pictures, animations, logos, games, telephone guidebook, information service provision, roaming and other types of mobile communication services rendered by means of mobile telephone; *(9.11.2007 No 7)*
- (zz) **“Mobile Internet” (WAP)** means a service by means of which a consumer can use Internet without modem and computer, accessing it immediately through a mobile phone; *(9.11.2007 No 7)*
- (aaa) **“Mobile Internet (GPRS)”** means a technique of high-speed (up to 85 kb/s), wireless, batch transmission of data via mobile telephone, enabling consumer to access the Internet using a mobile telephone and the network of the service provider; *(9.11.2007 No 7)*

(bbb) **“Multimedia message”** means a service by means of which consumer can send and receive photographs and colour pictures, creates a message from video or graphics-based images or/and adds a musical background; (9.11.2007 No 7)

(ccc) **“Musical message”** means a tune which a consumer selects, receives and saves in the memory of his mobile telephone as a calling signal; (9.11.2007 No 7)

(ddd) **“Private life”** means any material reflecting the private relations of a consumer, place of his personal business activities, personal records, correspondence, telephone conversations, etc.; (9.11.2007 No 7)

(eee) **“Sensitive information”** means information or opinion concerning a person's race, ethnic origin, political views, belief or religious confession, philosophical outlook, membership of professional or trade union, sexual orientation and life, previous convictions, state of health; (9.11.2007 No 7)

(fff) **“Identification information”** means information concerning the organizational and legal form, title and address of the service provider; (9.11.2007 No 7)

(ggg) **“Contact information”** means full mailing address and telephone number of the information service; (9.11.2007 No 7)

(hhh) **“Communication link”** means a simultaneous conversation of more than two consumers using mobile telephones; (9.11.2007 No 7)

(iii) **“Filtering software”** means a system for blocking any undesirable correspondence; (9.11.2007 No 7)

(jjj) **“Specific service”** means a service to which, because of its contents, only a limited access is allowed and which is provided only to certain categories of consumers; (9.11.2007 No 7)

(kkk) **“Chat service”** means simultaneous correspondence by means of electronic communications of more than two persons, including such correspondence without advance agreement between them or between them and the person providing such service; (9.11.2007 No 7)

(lll) **“Restricted access”** means the procedure restricting free access to a specific service by means of a previously developed mechanism. (9.11.2007 No 7)

## **Chapter II. Information**

### **Article 4. Information and Payment Arrangements (9.11.2007 No 7)**

1. Consumer shall have the right without delay to receive from the service provider the information, including:

- (a) concerning the type of service and the speed and cost of Internet service;
- (b) concerning the rules for the provision and consumption of a service, forms of payment and benefit systems;
- (c) concerning the type, tariff, date, time of provision of service, duration of provision of service, and numbers of outgoing calls in respect to the services rendered during the reporting period; and in case of payment of the fee established by service provider (which fee must be cost-oriented) – a detailed account of incoming calls and the non-reporting period;
- (d) concerning the causes and duration of restriction and interruption of the provision of service;
- (e) concerning the timely elimination of the delay in service, terms and conditions of the compensation envisaged for undelivered or low-quality services;
- (f) concerning what could in any way influence the quality or/and terms and conditions of service;
- (g) concerning the rights and obligations of consumers;
- (h) concerning the measures to which the service provider resorts in case of the violation on the part of a consumer of the rules of consumption;

(i) In case if a service provider offers a service, cost of which is not provided for in the delivery package, the service provider shall be obliged to inform the consumer about the additional cost or to restrict free access to such service.

2. In order to adequately provide consumers with relevant information, service provider shall:

(a) Make available for consumers the information catalogues with the indication of toll-free telephone numbers for the communication of complaints and claim applications and ensure the operation of permanent 24-hour hotline;

(b) Make available for consumers his identification and contact information to facilitate the liaison with him.

3. The information furnished to the consumers must be accurate, reliable, comprehensive and intelligible, such as would not be of misleading or fraudulent nature.

4. A service provider shall give a consumer the prior notice of at least 10 working days concerning any changes in the terms and conditions of service provision.

### **Article 5. Information concerning Consumer, kept by Service Provider**

1. Service provider must keep information concerning consumer, containing at least following data:

(a) Name and surname of the consumer;

(b) The venue of the provision of service and the type of service in question;

(c) The amount and cost of the service rendered, date and the total amount of money, including VAT;

(d) The time-limit for or date of the payment;

2. The information under subparagraphs (a) and (b) of paragraph 1 of this Article shall be kept for the period of 1 year from the date of the termination of Service Contract, and the information under subparagraphs (c) and (d) shall be kept for the period of 3 years from the date of provision of service.

### **Article 6. Obligation of Service Provider to Furnish Information to the Commission**

1. Service provider shall submit to the Commission:

(a) The information concerning the services offered and rendered;

(b) The form of application concerning the request for the provision of service;

(c) The form of Service Contract;

(d) The form of report;

(e) Types of restriction of service and the form of notification;

(f) The form of notification concerning termination of service;

(g) The form of contract concerning payment by instalments; and

(h) The Statute of Consumer Complaints Addressing Agency.

2. Service provider shall, on their request, submit to the Commission or Public Defender of Consumers Interests working at the Commission full information concerning complaint filed by a consumer.

## **Article 7. Telephone Guidebook**

Telephone guidebook shall contain following information:

- (a) Subject to the prior consent of a consumer, the name and surname of the consumer concerned, the address and telephone number of the intended venue of the installation of hardware; and
- (b) The numbers of urgent and emergency aid services.

## **Article 8. Personal information** (28.12.2007 No 9)

Service provider must not disclose the personal information of a consumer without the consent of the latter, if not otherwise provided for under Georgian Legislation.

## **Article 8<sup>1</sup>. Sensitive information** (9.11.2007 No 7)

Service provider shall be prohibited from collecting or disseminating sensitive information about any person, except for the cases when the person whom the information concerns, or a parent or other legal representative of a minor have consented to such collection or dissemination.

## **Chapter III. Electronic-Communication Service**

### **Article 9. Types of Principal and Extended Services**

1. The types of principal communication services are: local, long-distance and international telephone, mobile telephone and internet services.
2. The types of extended communication services shall be identified by service provider and entered in the list of types of services.

### **Article 10. Terms and Conditions of the Provision of Services by Means of Local Communication Networks and Facilities**

1. The provision of services by means of local communication networks and facilities shall be effected pursuant to a written contract concluded between a consumer and a service provider.
2. Consumer shall submit to a service provider an application concerning the reception of services by means of local communication networks and facilities.
3. Deleted (21.08.2006 No 8)
4. The application concerning the provision of services by means of local communication networks and facilities shall be granted by the relevant service provider within the period of 15 working days on a first-come, first-served basis, on equal terms and conditions, without discrimination, giving due consideration to the privileges and benefits as provided for under the Georgian Legislation.
5. In case of refusal to grant the application, the service provider concerned shall, within the period of 5 working days from the reception of the application, take a reasoned decision concerning the refusal to grant the application, which shall be immediately communicated to the applicant.
6. If a service provider has not free linear-cable pair, necessary for the installation of a telephone, or if such installation is technically infeasible, the service provider concerned must

make this information public at his Headquarters and Service Fee Payment Centres, as well as by means of media.

7. Service provider must make available to his subscribers telephone numbers of emergency services on free of charge basis.

**Article 10<sup>1</sup>. Provision of Services by Means of the Internet** (9.11.2007 No 7)

1. The provision of services by means of the Internet shall be effected pursuant to a written contract or verbal arrangement between a consumer and a service provider.

2. Consumer shall submit to a service provider an application concerning the reception of services by means of the Internet.

3. The consumer must admit to his territory a representative of the service provider with the view of conducting preparatory works.

4. Service provider shall develop such mechanisms as will enable him to cancel or disconnect a consumer, if it is revealed that the latter spreads/forwards unsolicited electronic messages, inadmissible production, computer viruses, fraudulent or/and other malicious software.

5. Electronic mail registered in one's personal name and business electronic mail which is subject to administration, shall be inviolable. Its inspection shall be admissible pursuant to a court decision or without it, in case of emergency as provided for by the Law. Service provider offering e-mail service to a consumer must ensure the safety of the latter from the penetration of any third persons.

6. Service provider shall take all necessary measures to prevent the delivery to a consumer of unsolicited electronic correspondence and shall ensure the availability of a contact line which would enable the consumer concerned to receive information and take preventive measures in respect to unsolicited electronic correspondence.

7. Before rendering chat service, service provider shall record the personal data of the consumer.

8. Internet games must be in conformity with the rules established under these Regulations, with the Law of Georgia on Consumers Rights Protection and other legal acts. Service provider must restrict free access to the Internet games which are designed to make a consumer earn profit or incur expenses. Service provider shall be obliged, on the same Internet site where the link to such a game is allocated, to allocate the information concerning the rules, subject and contents of the game in question.

**Article 10<sup>2</sup>. Possessor of an Internet Site** (9.11.2007 No 7)

A possessor of an Internet site shall:

(a) allocate immediately on his Internet site or in the form of a link information intended for the protection of consumers from various computer viruses, fraudulent programmes or malicious software of other kind;

(b) furnish consumers with the information concerning such methods, virus blocking software or/and other facilities, as can enable the consumer to avoid the damage/ infection of his computer or illegal intervention in the memory thereof;

(c) examine any link allocated on an Internet site in order to ascertain that the Internet site/page referred to by means of the link concerned does not contain any offensive or inadmissible production; on finding such, he shall take appropriate measures to eliminate them; and

(d) be obliged to allocate on the Internet site, where the link to a game is allocated, the information concerning the rules, subject and contents of the game in question”.



**Article 10<sup>3</sup>. Internet Domain** (9.11.2007 No 7)

1. The domain of an Internet site must not be misleading, must not serve for the overlapping of another Internet site and must correspond to its contents.

2. Issuer of an Internet domain shall periodically examine the contents of the Internet sites registered by him in order to prevent the allocation of inadmissible production on such Internet sites. On finding such production, the issuer of an Internet domain must immediately take following appropriate measures to eliminate them:

- (a) to warn the possessor of domain and identify the time limit for the removal of inadmissible production; and
- (b) to block the Internet site in case if the warning is ignored”.

**Article 10<sup>4</sup>. Long-Distance and International Telephone Service** (9.11.2007 No 7)

1. The provision of long-distance and international telephone services shall be effected pursuant to a written or verbal contract concluded between a consumer and a service provider.

2. The cost of long-distance and international calls shall be determined in accordance with the duration of conversations and the tariff terms”.

**Article 10<sup>5</sup>. Mobile Telephone Service** (9.11.2007 No 7)

1. The provision of principal mobile telephone service shall be effected pursuant to a written contract concluded between a consumer and a service provider, and the terms and conditions of an additional service may be determined in some other form (electronic or other offer).

2. A service provider shall:

- (a) connect a consumer to the mobile telephone service and ensure the availability of the network within the coverage area thereof;
- (b) in respect to each type of service clearly identify its relevant cost on per second round-off basis;
- (c) in case of any change in the tariffs established for a service, shall ensure via a short message or by some other means the timely information of the consumer concerned before the initiation of the said service;

(d) be obliged within the period of 30 days from the disconnection of roaming service to repay the consumer concerned the amount of deposit envisaged for the roaming service.

3. In case of the mobile telephone service provided by means of the Internet, consumer must abide by the rules established under the present Regulations for the Internet service”.

(l) Add Article 10<sup>6</sup> to the following effect:

**Article 10<sup>6</sup>. Entertaining Service of Erotic Nature** (9.11.2007 No 7)

1. Entertaining service or/and advertisement of erotic nature must not contain any offer or indication in respect to the use by minors of the services of such kind.

2. Entertaining service and advertisement of erotic nature must be in compliance with these Regulations and the requirements of the Georgian Legislation.

3. If on conducting an interview with a consumer a service provider has a reasonable suspicion that he/she is a minor, the service provider must break off any relations with the consumer concerned”.

**Article 10<sup>7</sup>. Services Intended for Minors** (9.11.2007 No 7)

1. The provision of electronic-communication services to minors shall be effected pursuant to a written contract.

2. It shall be inadmissible to provide minors with such products, advertisement or services, as harm or may harm their mental or/and physical health, their moral and social development, or pose a threat thereof or/and misuse their confidence, lack of experience and loyalty.

3. Service provider must:

(a) ensure that the material intended for minors is accompanied with a relevant warning, which would inform a consumer in advance about the subject and contents of the products concerned;

(b) to adopt relevant measures to enable a consumer to exert an effective control over minors or introduce restricted access to those Internet sites, which contain products intended for adult consumers;

(c) on creating an Internet forum, to indicate whether this forum is managed by an administrator.

4. Service provider shall not allow the provision to minors of such additional services, the cost of which obviously exceeds the amount available on mobile phone accounts of the minors concerned and the consumption of which results in complete exhaustion of their telephone balance.

5. The information concerning the account, incoming and outgoing calls, balance of account of minors and the services available to minors via mobile telephone, shall be accessible to a legal representative of the minor concerned.

**Article 10<sup>8</sup>. Advertisement supplied by means of Electronic-Communication Facilities**  
(9.11.2007 No 7)

1. In case of provision of paid reference services, advertising material may be sent to a consumer only subject to the consent of the latter. The cost of information requested by a subscriber must not include the cost of such advertising material.

2. The advertisement must be intelligible immediately at the moment of its presentation without the use of any special knowledge or techniques.

**Article 11. Quality of Service**

Service provider must render to consumer the services as provided for under the Georgian Legislation and the Contract.

**Article 12. Contract on the Provision of Services by Means of Local Communication Networks and Facilities**

1. Service Contract must contain:

(a) Organizational and legal form, title and address of relevant service provider;

(b) Identity and address of a consumer;

- (c) Terms and conditions concerning the type, quality and initial activation of the service provided;
  - (d) The package of services to be provided to a consumer;
  - (e) Types and tariffs of principal and extended communication services rendered by a service provider in the form of an Annex;
  - (f) The terms and conditions of the restriction and termination of service;
  - (g) Terms and conditions, as well as time limits of the elimination of the damage;
  - (h) The terms and conditions of information support, including detailed information about service tariffs, as well as about the reception of updated information in case of changes;
  - (i) Forms of payment and benefits;
  - (j) Terms and conditions of the duration, termination and prolongation of the Contract;
  - (k) The mechanisms for ensuring the quality of service as provided for by the Contract and, in case of the failure to meet the said quality characteristics, the relevant compensation mechanisms envisaged for such cases; and
  - (l) The procedure for the submission of complaints and claims and for the solution of disputes connected with the service provision.
2. Concerning the provision of new or extended services, there must be concluded an additional contract between a consumer and a service provider.
3. Any notification concerning the changes in types of the services provided for under the Contract shall be made only in writing.
4. Besides the requirements and conditions provided for by this Article, upon the determination of the forms of service provision contracts, they may be complemented with additional requirements and conditions which do not violate consumers' rights.

### **Article 13. Terms and Conditions of Restriction of Service**

1. Restriction of service may be carried out subject to the terms and conditions set out in the Contract concluded between a provider of services by means of local communication networks and facilities on the one hand, and a consumer on the other hand, pursuant to the procedure determined either immediately by the person providing a service, or by the contracts concluded between the latter and other providers of the service concerned.
2. The forms of restriction of service shall be determined by the Contract concluded between a service provider and a consumer and may include:
- (a) restriction of international, long-distance and mobile communication;
  - (b) restriction of incoming calls;
  - (c) restriction of outgoing calls; and
  - (d) other forms of restrictions.
3. Service provider must use a form of restriction of service which would ensure the elimination of violation on the one hand and, on the other hand, would not impose any unjustified restriction on the interest of a consumer in using other types of services.
4. The ground for the restriction of service may be as follows:
- (a) the failure on the part of a consumer to pay the obligatory deposit;
  - (b) the failure to pay the cost of per minute service;
  - (c) the failure to pay the subscriber charge;
  - (d) the infliction of damage to the equipment belonging to service provider; and
  - (e) The refusal on the part of a consumer to give to a representative of the relevant service provider the access to the demarcation point of the hardware.
5. The restriction of service by a service provider shall be admissible no earlier than 3 days after the advance notification of a consumer, on a working day previous to a working day.

6. Service provider may restrict service to a consumer without advance warning, if the consumer in question does not fulfil the terms and conditions of the Contract on Instalment Plan, which must be reflected in the Instalment Contract.

7. The rehabilitation of restricted service by a service provider shall take place no later than the end of the second day from the elimination of the causes of the restriction.

**Article 14. Termination of Service** (21.08.2006 No 8)

The termination of service on the initiative of a provider of services by means of local networks and facilities shall be admissible in case of the failure on the part of a consumer to eliminate the causes of the restriction within the period of 90 days.

**Article 15. Damage and other Force Majeure Circumstances**

Service provider shall be obliged to warn consumer by means of media about breakdown, as well as about other unforeseeable circumstances which make the provision of service impossible. He must also furnish information concerning the cause and duration of the interruption.

**Article 16. Notification about the Restriction of Service**

1. The notification about the restriction of service must indicate:

- (a) the measures taken by a service provider in case of the failure to eliminate the causes of a pending restriction of service and a restriction of service within the established time limits; and
- (b) telephone number of an information bureau by means of which a customer can receive free of charge the detailed information concerning the form of pending restriction, types of services subjected to restrictions, as well as concerning the causes (indebtedness) of the restriction and the procedures for the submission of claims.

2. Telephonic transmission of the notification provided for in this Article must be carried out by service provider in a way that would allow its being reflected in the detailed report of the services rendered by the service provider, with the indication of the duration (in minutes) of the incoming call and the transmission of the notification.

**Article 17. Suspension of Service**

Under the written agreement between a provider of service by means of local communication networks and facilities and a consumer, the provision of services by means of local communication networks and facilities may be temporarily suspended with the retention of relevant subscriber number and under following conditions:

- (a) subject to advance payment of subscriber charge; and
- (b) without the payment of subscriber charge, in which case the service provider concerned is entitled to transfer the telephone number to another consumer for temporary use.

**Article 18. Elimination of Damage** (9.11.2007 No 7)

1. Service provider must eliminate damages on the terms and conditions defined under these Regulations.

2. In case if:

- (a) the damage is located on the service provider's side from the demarcation points, the latter must eliminate the damage free of charge;
- (b) the damage is located on the consumer's side from the demarcation point the service provider must notify the fact to the consumer concerned and offer him to eliminate the damage

subject to the payment of the sum in conformity with the tariff established by the service provider.

3. Emergency maintenance bureau of a service provider shall record any written or verbal statements from consumers or other citizens. A statement from a consumer (subscriber) shall not be regarded as an application, if service is restricted due to the failure to pay the relevant service fee, or if service is not being provided due to the conduct of planned maintenance or repair operations.

4. Any fact of the interruption of normal telephone communication attested by means of measuring and checking equipment and confirmed by an interview with the consumer (subscriber) concerned shall be regarded as damage.

5. Damages are categorized as follows:

- (a) subscribers line damage;
- (b) cable damage;
- (c) station-subscribers line damage; and
- (d) hardware damage.

6. Hardware damage shall include damages of the cabling or/and terminal hardware, located on the territory of a subscriber.

7. Subscribers line damage shall include:

- (a) the damage of aerial line from cable junction box to cable-input rack (hook);
- (b) the damage of subscriber's cabling from distribution box, cable-input hooks or cable-input-rack to the plug socket of the primary or additional hardware; and
- (c) damages of adapter units (cords, boards of distribution cabinets and cable junction boxes), cable junction boxes and protector units of subscribers' hardware.

8. Cable damage shall include:

- (a) damages of underground, aerial, wall, suspension and submarine/subriverine cables; and
- (b) damages occurring in on-premise cable terminals: boxes, cable junction boxes, distribution boxes.

9. Station-subscribers line damages shall be: damages detected as a result of the application of a consumer (subscriber) in the devices of Automatic Telephone System, inter-station communications and the main switchboard (cross).

10. An interruption of telephone communication, resulting from following causes shall not be regarded as damages:

- (a) planned repair of the devices of station-level and linear infrastructure and the conduct of reconstruction operations;
- (b) switching of a telephone from one cable to another;
- (c) redirection of a telephone from one ATS index to another;
- (d) planned measurements of telephone network, the duration of which must not exceed 3 hours;
- (e) restriction of service due to the failure to pay the service fee;
- (f) stoppage of an ATS due to an electric power outage; and
- (g) due to a temporary malfunction of the software of an ATS.

11. Damages resulting from force majeure circumstances shall be recorded separately and shall not be regarded as a deterioration of the performance of the network concerned.

12. Applications concerning damages shall be registered under following terms and conditions:

- (a) applications shall be admitted everyday except public holidays and Sundays, during the working hours;
- (b) elimination of damages shall take place from 9 a.m. to 6 p.m.;
- (c) upon receipt of an application, an employee of relevant service must give the consumer full information concerning the type of the telephone damage and the time limits of the elimination thereof;
- (d) the applications filed with the managers of local telephone networks and other employees shall be transferred to the Emergency Maintenance Bureau and shall be registered by the latter.

13. The duration of damage shall be deemed to constitute the time from the moment of the submission by a consumer of an application concerning the damage of telephone communication till the moment of the elimination of the said damage (with the exception of public holidays and Sundays).

**Article 18<sup>1</sup>. Time Limits for the Elimination of Damages (9.11.2007 No 7)**

1. Telephone communication damages of all types must be eliminated within the following time limits:

(a) Station-subscribers line damages – within 3 hours from the moment of submission of application;

(b) Subscribers line damages within the telephone networks:

(b)a. The restoration of a telephone installed by means of an aerial input shall take place on the same day, if the length of the line does not exceed 120 metres and the cable does not require replacement, provided that the application was filed no later than 3 hours p.m.;

(b)b. If the length of aerial line exceeds 120 metres and the damaged portion of cable requires replacement, restoration of the line shall take place within 24 hours from the moment of submission of relevant application;

(b)c. Restoration of the telephones installed on transit basis, which belong to the coverage areas of several ATs, shall take place within 12 hours from the moment of submission of relevant application;

(c) Restoration of cable damages of on-premise terminals within telephone networks (distribution cabinets, boxes, cable junction boxes, guard bands, etc.), replacement of damaged pairs within main and distribution cables – on the day of submission of an application, provided that the application was filed no later than 3 hours p.m., and in case of the necessity to replace on-premise terminal – within 48 hours;

(d) Damages in inter-station, main and distribution cables, if the measurements have shown that the cable is not fully damaged and it is necessary to open a cable jointing sleeve in order to repair it:

Up to 200X2 pair – within 36 hours;

Up to 400X2 pair – within 48 hours;

Up to 600X2 pair – within 60 hours;

Up to 800X2 pair – within 72 hours;

Up to 1200X2 pair – within 80 hours;

Optic cable – within 3 hours;

(e) If in order to repair a damage it is necessary to replace a damaged portion of the cable or to install a length of a new cable:

Up to 200X2 pair – within 72 hours;

Up to 400X2 pair – within 96 hours;

Up to 600X2 pair – within 120 hours;

Up to 800X2 pair – within 144 hours;

Up to 1200X2 pair – within 160 hours;

Optic cable – within 5 hours;

(f) The restoration of inter-station communication by means of bypass lines – within 24 hours from the submission of relevant application;

(g) The established time limits for the elimination of damage shall not apply to the types of damages resulting from illegal acts of other persons. Such damages must be repaired no later than 96 hours from the moment when the fact of the damage has become known.

2. In case of the reception of information concerning the damage of entire cable or some pairs thereof, there will be assigned the task to measure the cable, subscribers cards of the damaged

telephones will be checked, and the numbers will be recorded in the Inspection Sheet. Results of measurement will be transferred to a relevant agency for the adoption of relevant measures.

#### **Article 19. Benefits**

1. Consumers shall be provided with electronic communication services with due consideration of the benefits as established under the Georgian Legislation.
2. Service provider shall be empowered to establish additional benefits, provided that this is not against the Georgian Legislation.

### **Chapter IV. Rules of the Payment of Service Fee**

#### **Article 20. Procedure for the Obtainment of Detailed Printout**

1. On request of a consumer, a service provider must accompany the report presented to the consumer with the information about the relevant types, tariffs, dates, time of provision, duration (on per minute basis), incoming and outgoing calls in respect to the services rendered during the reporting period.
2. The information concerning reporting period identified in paragraph 1 of this Article shall be free of charge, except for the information concerning the numbers of incoming calls, on which service provider is entitled to impose relevant tariff. (20.10.2006 No 9)

#### **Article 21. Settlement of Accounts**

1. Consumer shall settle accounts with service provider based on the service presented to him, pursuant to the procedure determined under the Contract concluded between the service provider and the consumer, taking into consideration the specificities determined by these.
2. If the telephone line, damaged due to the circumstances beyond the consumer's control, is not repaired with abidance by the terms and conditions determined by the service provider under the Service Contract, the consumer shall not pay subscriber charge during that period.
3. The accrual of subscriber charge shall begin from the date of the resumption of service.
4. Based on the application of a consumer, the money paid for the installation of telephone and additional operations may be repaid if, prior to the beginning of relevant works, the consumer concerned refuses to receive the order placed by him; and after the beginning of the works, the consumer shall be repaid the sum with the deduction of the amount spent on the works already carried out.
5. Service provider shall be entitled to establish the alternative form of the payment of service fee (instalment plan).
6. In case of payment of service fee by instalments, between service provider and consumer there shall be concluded the Contract on Payment by Instalments.

#### **Article 22. Procedure for the Regulation of Sums paid in Excess**

1. The amount paid in excess shall be transferred to the deposit account of the consumer concerned, provided that the consumer does not request the repayment of the amount in question.
2. The repayment of the sum paid in excess shall be effected by a service provider no later than 10 days from the reception of the application from the consumer.

### **Article 23. Procedure for the Regulation of a Technical Error in the Account**

In case of the imposition by a service provider on a consumer of the sum which is less than necessary due to a technical error in the account for the reporting period, the service provider must conclude with the consumer concerned a contract on the payment of the adjusted sum (indebtedness) by instalments.

### **Article 24. Procedure for the Determination and Imposition of Fines**

1. On the expiry of the period of time identified by the warning, service provider may fine the consumer concerned for the failure to pay the subscriber charge or/and the cost of per minute service, or/and for the failure to meet the obligations as determined under the Contract on Payment by Instalments.

2. The amount of fine, which must not exceed 20% of the cost payable, shall be determined pursuant to the procedure established under the Contract concluded between the service provider and the consumer.

## **Chapter V. Protection of Rights and Legitimate Interests of Consumers**

### **Article 25. Protection of Rights and Legitimate Interests of Consumers (9.11.2007 No 7)**

1. The protection of rights and legitimate interests of consumers in the sphere of electronic communications is supervised by the Commission, whereat there operates the agency of Public Defender of Consumers Interests.

2. The Commission determines the quality of service provision and exercises supervision over the observance by service provider of the quality in question.

3. Service provider shall be obliged to ensure the secrecy and safety of the information transmitted by consumers. The tapping of telephone conversation and the disclosure of the information on the said conversations shall be admissible in conformity with the procedure established under the Georgian Legislation.

4. Service provider shall be obliged to:

- (a) ensure the conformity of service with the Legislation in force;
- (b) ensure the permanent and unhindered provision of quality service to consumers;
- (c) ensure the conformity of the offered service with the received one or, failing this, adopt appropriate measures with the view of timely, duly and completely eliminating such inconformity;
- (d) adopt appropriate measures to enhance diversity and quality of service;
- (e) ensure the operation of a transparent and effective mechanism for the consideration of consumers complaints in order timely and legally to solve the complaints in question;
- (f) ensure the presence of a mechanisms of restricted access to the services intended for adults;
- (g) to respond to the received information concerning the allocation of inadmissible production and adopt appropriate measures in order to eliminate it;
- (h) protect the integrity and impenetrability of the network and prevent any unauthorized use of networks and facilities;
- (i) take measures to protect consumers from any possible risks posed by service; on request, to provide consumer with filtering software;
- (j) if, for technical reasons, a service provider cannot ensure the protection of the network in his possession, he must inform the consumers about the existing risk of unauthorized access to the network on the part of third persons; in case of availability of relevant technical possibility,



the service provider must offer to the consumers concerned the service designed to protect consumers from such unauthorized access;

(k) in case if, as a result of the specificity of a service, the conversation with a consumer is being recorded, warn the consumer about this before the beginning of such service;

(l) grant the application concerning the provision of services on a first-come, first-served basis, on equal terms and conditions, without discrimination, giving due consideration to the privileges and benefits as provided for under the Legislation in force.

5. Based on the notification from a consumer, service provider shall address the issue and adopt all available measures in order to prevent the use of his network for:

- (a) unauthorized access;
- (b) transmission of a message containing inadmissible production; and
- (c) the intimidation, insult and other humiliating acts in respect to a consumer.

6. With due consideration of legal interests of consumer, service provider shall be entitled at his discretion to determine the rules for the provision of certain services to consumers, which rules must not contradict the Legislation in force and may involve additional rights or obligations.

## **Article 26. Measures to Ensure Protection of Rights and Legitimate Interests of Consumers**

1. Consumer shall be entitled to demand the restoration of his rights violated during or as a result of the provision of service and to claim the compensation for the material and moral damage sustained by him.

2. The grounds for the rehabilitation of a violated or disputed right and of legal interests of consumer shall be a complaint.

3. Deleted (*9.11.2007 No 7*)

4. Consumer may file a complaint immediately with the Consumer Complaints Addressing Agency of the relevant service provider, with the Agency of the Public Defender of Consumers Rights at the Commission, or with a court.

5. Any restriction or interruption of service by a service provider during the entire process of the consideration of complaint shall be inadmissible.

## **Article 27. Contents of Complaint**

A complaint shall contain:

- (a) the name of the agency wherewith the complaint is filed;
- (b) the identity and address of the person filing the complaint;
- (c) denomination of the service provider concerned and the number of the contract concluded with him;
- (d) the demand;
- (e) the circumstances whereupon the demand is based.

## **Article 28. Consumer Complaints Addressing Agency of Service Provider (*9.11.2007 No 7*)**

1. With a view of reception, consideration and timely solution of consumers complaints, a service provider shall ensure the establishment of a Consumer Complaints Addressing Agency (hereinafter referred to as "the Agency")

2. The powers and structure of the Agency shall be determined by the Statute of the Agency approved by the relevant service provider.

3. The Agency must:

(a) record the filed complaints in the registration book (registration, categorization) and keep the records for three years;

(b) monitor internal mechanisms for the consideration of complaints and investigate, how effective the complaints of consumers are solved;

(c) at the end of each quarter submit to the Commission or to the agency of Public Defender of Consumers Interests, operating at the Commission, a detailed report concerning the consideration of complaints, as well as any information on these issues.

4. The rules for the consideration of complaints must involve such issues as the procedure for the filing of complaints, time limits within which a consumer complaint must be solved, as well the indications in respect to the measures which a consumer may adopt in case of the failure on the part of the service provider to satisfy his complaint.

### **Article 29. Consideration and Solution of a Complaint by Service Provider**

1. Service provider must consider a complaint and take relevant decision no later than on the 15th day from the date of the registration of the complaint.

2. The decision taken by service provider must be comprehensive, objective and well-founded. It must compulsorily contain the description of the methodology and procedures as have been used when examining the claim and demand and investigating the circumstances referred to.

### **Article 30. Appeal against the Decision of Service Provider**

The interested party shall be entitled to file an appeal against the decision of a service provider with the Commission or a court.

### **Article 31. Obligation to provide Legal Assistance**

The agency of Public Defender of Consumers Interests of the Commission shall be obliged to explain to a presenter of complaint his rights and obligations, familiarize him with the procedure and time limits for the consideration of complaint, as well as the requirements which a complaint must meet, and to identify the mistakes made in the complaint.

### **Article 32. Procedure for the Consideration of a Dispute between Service Provider and Consumer**

1. In case of a dispute between a service provider and a consumer, the relations between them shall be governed pursuant to the Law of Georgia on Electronic Communications, legislative and sublegislative normative acts of Georgia, as well as pursuant to the present Regulations.

2. Disputes between a service provider and a consumer based on the applications and complaints of consumers, as well as on the statement of the Public Defender of Consumers Interests, shall be considered by the Commission by means of verbal hearing, in conformity with the rules of Formal Administrative Proceedings, except for the cases when the solution of the points at issue does not require the conduct of an organized procedures. The applications and complaints which are of importance for the interests of a wide circle of persons, as well as the cases provided for under part I of Article 115 of General Administrative Code of Georgia, shall be considered by the Commission exclusively pursuant to the Public Administrative Proceedings.

3. The chairman of the session of verbal hearing must ensure the investigation of the circumstances which are of importance to the case, obtainment of the documentation related to the case, and the exercise on the part of the persons present at the session of their right to express their views.

4. In considering a dispute between a consumer and a service provider, the Commission shall be guided by the Law of Georgia on Electronic Communications and the Rules Regulating the Activities of Georgian National Communications Commission.

5. The Commission must inform the interested parties in writing about the results of the consideration of the dispute in question.

6. During the consideration of a dispute between a consumer and a service provider, the Public Defender of Consumers Interests working at the Commission shall represent the interests of a consumer.

### **Article 33. Transitional Provisions**

1. Within the period of one year from coming into force of the present Regulations, the Georgian National Communications Commission must prepare following additions to the Regulations:

- (a) Rules concerning the Provision of Services by Means of the Internet;
- (b) Rules concerning the Provision of Mobile Telephone Services;
- (c) Rules concerning the Provision of Broadcasting Services; and
- (d) Rules concerning the Provision of International and Long-distance Telephone Services.

2. Until October 1, 2006, service providers must bring their Service Contracts, concluded with consumers, in conformity with the requirements of these Regulations. *(21.08.2006 No 8)*