

Autoridade Nacional de Comunicações (ANACOM)

Regulation on pre-contractual and contractual information in the context of electronic communications

In exercise of the powers conferred upon ANACOM by the LCE - Lei das Comunicações Eletrónica (Electronic Communications Law - Law no. 5/2004 of 10 February), ANACOM has approved guidelines on the minimum content to be included in contracts governing the provision of electronic communications services; these guidelines were made subject to review in December 2008 (Decision on Contracts).

Furthermore, also pursuant to the powers and responsibilities conferred by the LCE, in 2006, ANACOM approved a set of rules applicable to the object and form of public disclosure of the conditions governing the offer and use of electronic communications services, thereby intervening with regard to the stipulated terms applicable to the provision of pre-contractual information (Decision on Offer Conditions). In order to bring this decision into line with needs identified in the offer of services and with intervening legislative changes, this measure was reviewed in 2011.

Considering that the situation warrants a second review of the Decision on Contracts, both due to intervening legislative changes and due to changes occurring in the offer and contracting of electronic communications services, while also bearing in mind the need to ensure, in an integrated manner, an improvement in the transparency of information in the market, by decision of 27 March 2014, ANACOM conducted a public consultation on the various options in reviewing this decision. These options involved a choice between:

- (a) A minimum option, corresponding to a revision of the Decision on Contracts;
- (b) An intermediate option, corresponding to a revision of the Decision on Contracts, the creation of a simplified information sheet and the introduction of a glossary of common terminology for use in this sheet and in the contract; and
- (c) A maximum option, corresponding to a simultaneous revision of the Decision on Contracts and of the Decision on Offer Conditions (possibly combining them into one Decision), the creation of a simplified information sheet and the introduction of a glossary of common terminology for use in offer conditions, in the information sheet and in the contract.

In view of the contributions received in response to its public consultation, ANACOM opted for the solution which, in its view, will enable greater clarity and comparability of pre-contractual and

contractual information, with implementation costs offset by the benefits resulting from increased commercial dynamics as well as by the benefits resulting from procedural streamlining and savings in the commercial and contractual management activity of the companies. On this basis, better explained in the consultation report issued and published at the time, ANACOM approved a consolidated legal regime governing the pre-contractual and contractual information to be provided to end-users by companies providing public electronic communications networks or publicly available electronic communications services. In the form of a draft regulation and in accordance with article 10 of the Statutes of ANACOM (as in annex to Decree-Law no. 39/2015 of 16 March), this legal regime was submitted to the public consultation procedure in January 2015.

Subsequently, and under the provisions already indicated, in February 2015, ANACOM also submitted a draft set of common terminology to be used in pre-contractual and contractual information to the public consultation procedure.

Through the instruments indicated above ANACOM has undertaken:

- a) A revision and consolidation of the rules applicable to the content and form of contracts, bringing these rules into line with the current legal framework, taking into account the experience gained from handling complaints and from monitoring the evolution of the characteristics of offers. In this respect, ANACOM has systemised and clarified the minimum content of contracts, accomplishing the information requirements specified in paragraph 1 of article 48 of the LCE;
- b) To replace the disclosure of offer conditions with an FIS - Ficha de Informação Simplificada (Simplified Information Sheet), which conveys, in simple and concise language, essential information about each offer to end-users. It is also intended that, at a time prior to the conclusion of contracts, the sheet be used to set out the particular conditions specifically proposed to the customer and, with the contract in force, the sheet will be used to transmit updated information on the contractual conditions, when requested by the subscriber or whenever an amendment to the contract results in an alteration to the contracted services, the tariff plan, the guaranteed minimum levels of quality or the duration of the contract, including the contract lock-in period; and
- c) Preparation of a single glossary, which consists of a list of terms (with their definitions) for use in the FIS and other offer conditions, in the contract and in information provided where services are engaged without identification of the subscriber; the glossary will comprise those terms deemed as more complex and most significant to the understanding of pre-contractual information with relevance to a contracting decision, as well as understanding of the contractual information relevant to the management of the relationship between subscribers and companies. This solution has advantages in terms of the information which is available to users.

Following a single, uniform model, the FIS will provide a clear and accessible medium to convey essential information about offers. Pursuing, in particular, the objectives set out in paragraphs 1 and 2 of article 47 of the LCE, the FIS will enable the proper formulation of customer intent while market prospecting and negotiating with companies. After conclusion of the contract, the FIS will continue to play a decisive role in the informed management of the contractual relationship.

The FIS will be a tool that can be used to compare the essential aspects between the offers of each company and between different companies, enabling better perception by the public as to the features that differentiate the various offers, mitigating constraints on the mobility of consumers and other users in the electronic communications sector and promoting a greater competitive dynamic in the market.

Unification into a single consolidated regime based on the FIS and the contract, and unification of form and content, provides for enhanced user protection, improving user understanding of the offers and conditions that they engage under contract - similarly, the standardisation of terminology to be used in all documents with essential information in the market, to be achieved through the adoption of a single glossary by ANACOM, integrated in this Regulation.

This glossary seeks standardisation of terms that are often used with different designations, while referring to the same situation. The aim is therefore to facilitate understanding of the information that is provided. The terms and their respective definitions are simple and concise and only include technical and legal language where strictly necessary, so that the information remains clear and, as such, easily understood; nevertheless, reference should still be made to legislation and/or technical standards, which may contain complementary explanations, where necessary for better clarification.

A further aim of this Regulation is to provide coherence between the requirements applicable to information made available in the context of offers of electronic communications networks and services and the legal regime governing contracts concluded at a distance and away from business premises, subject to review by Decree-law no. 24/2014 of 14 February, as amended by Law no. 47/2014 of 28 July.

Finally, the Regulation incorporates a set of changes necessary for consolidation of and adjustment to intervening legislative changes which impact pre-contractual and contractual information. At a national level, the most important changes include: amendment of *Lei das Comunicações Eletrónicas* (Electronic Communications Law) enacted by Law no. 15/2016 of 17 June, aimed at strengthening consumer protection in electronic communications service contracts with lock-in periods and by Law no. 144/2015 of 8 September, which transposes Directive 2013/11/EU of the European Parliament and of the Council of 21 May 2013 on alternative dispute resolution (ADR) for consumer disputes; as such, service providers are required to inform consumers about ADR organisations which are

available or which are binding by subscription or legal obligation arising from compulsory arbitration. In terms of European Union law, note should be taken of the changes introduced by Regulation (EU) no. 2015/2120 of the European Parliament and of the Council of 25 November, laying down measures concerning open internet access.

As such, the changes now introduced determine repeal of the Decision on Contracts and the Decision on Offer Conditions, subject, in both cases, to provision of a suitable period of transition.

Accordingly, having examined the contributions received in response to the executed regulatory procedure, in light of the reasoning set out in the report on this procedure (published on ANACOM's website), under the powers and responsibilities conferred by Article 9, paragraph 2, point a) of the Statutes of ANACOM (as approved by Decree-Law no. 39/2015 of 16 March), and in exercise of the powers and responsibilities assigned by article 27, paragraph 2 of Law no. 5/2004 of 10 February, with the currently prevailing wording (LCE - Electronic Communications Law) by reference to the conditions of points h) and l) of paragraph 1 of this article, as well as the powers and responsibilities assigned under articles 47, 47-A, 48 and 125, all of the same Law, the Board of Directors of ANACOM, in pursuit of the powers and responsibilities assigned under article 8, paragraph 1, point h) of the Statutes of ANACOM and the regulatory objectives set out in article 5, paragraph 1, point c), and paragraph 4, points b), c), d) and e) of *Lei das Comunicações Eletrónicas* (Electronic Communications Law), has determined, pursuant to the provisions of article 26, paragraph 1, point b) of the Statutes of ANACOM, to adopt the present Regulation on pre-contractual and contractual information.

Regulation on pre-contractual and contractual information in the context of electronic communications

Article 1

Object

- 1 - The present Regulation lays down the requirements applicable to pre-contractual and contractual information which is provided by companies offering public communications networks or publicly available electronic communications services (hereafter "the companies") and approves the glossary of common terminology to be used in pre-contractual and contractual information to be made available by the companies, as set out therein.
- 2 - The provisions of the present Regulation are without prejudice to:
 - a) Requirements to comply with other legal stipulations, including under sector rules on electronic communications, the defence of consumer interests, the legal regime governing contractual clauses, the legal regime governing contracts concluded at a distance or away from business premises and the legal regime governing protection of privacy and of personal data;
 - b) The adoption of terms and corresponding legally specified definitions, particularly in the context of sector rules on electronic communications, the defence of consumer interests, the legal regime governing contractual clauses, the legal regime governing contracts concluded at a distance or away from business premises and the legal regime governing protection of privacy and of personal data;

Article 2

Definitions

- 1 - For the purposes of the present Regulation, the following definitions apply:
 - a) **Ficha de Informação Simplificada (Simplified information sheet)**, hereinafter "**FIS**": informational document to be provided by the companies for each offer directed at end-users pursuant to this Regulation and in accordance with models which are given in Annex I;
 - b) **Glossário de Terminologia Comum (Glossary of common terminology)**, hereinafter "**Glossary**": set of terms and their corresponding definitions, set out in Annex III, for use in pre-

contractual and contractual information to be provided by the companies in accordance with the present Regulation;

- c) **Offer:** standard proposal to provide publicly available electronic communication services, considered individually or in combination;
 - d) **User validation system:** any procedure employed by the companies to confirm the identity of subscribers, including through access passwords/validation codes or indication of identification data which, with the subscriber's express or tacit agreement, may be used to conclude, amend or terminate contracts;
 - e) **Durable medium:** any medium as specified in point l) of article 3 of Decree-Law no. 24/2014 of 14 February (as amended by Law no. 47/2014 of 28 July), hereinafter Decree-Law no. 24/2014;
 - f) **Means of distance communication:** any means used for the conclusion of contracts as defined in point f) of Article 3 of Decree-Law no. 24/2014.
- 2 - For the purposes of point c) above, standard proposals are considered as proposals which consist of any set of conditions (defined *a priori*) governing the provision of a service or group of services, including pricing and any promotional conditions which the user of the service(s) is unable to alter.

Article 3

FIS - Ficha de Informação Simplificada (Simplified information sheet)

- 1 - The companies must provide an FIS for every offer directed at end-users.
- 2 - Without prejudice to the requirements of compliance with the provisions of article 47 of *Lei das Comunicações Eletrónicas* (Electronic Communications Law), the provision of services for occasional use is not subject to the obligation to provide an FIS.
- 3 - The FIS must respect the form and content defined in Annex I to the present Regulation, which is an integral part thereof; the information in the FIS is to be completed:
 - a) In a manner that is simplified, appropriate, transparent, comparable and updated, notwithstanding the detailing of pricing and charges, including, where applicable, charges applicable in the event of contract termination;
 - b) In simple and concise language using the terms and corresponding definitions set out in the Glossary given in Annex III to the present Regulation, which is an integral part thereof.

- 4 - The FIS shall be made available by the companies as follows:
 - a) On the websites they use in their relationship with the public and where they publish their offers; and
 - b) At all their points of sale, including those of their agents, upon the request of any interested party, by consultation of the Internet pages referred to in point a) or by delivery of a paper copy or, if the interested party agrees, on another appropriate durable medium.
- 5 - Each offer published on the Internet is to be linked to an FIS and the respective standard contractual conditions through two easily visible and identifiable links, included, in highlighted form, in the description of the offer and within the expression "***Para mais informações, aceda à ficha de informação simplificada (FIS) e às condições contratuais típicas***" (For further information, see the ***simplified information sheet (FIS) and Standard contract conditions***).
- 6 - The FIS and the standard contract conditions referred to in the previous paragraph must be downloadable, including in PDF format, with permissions granted to print and save.

Article 4

Availability of FIS

- 1 - Without prejudice to the provisions of article 5, the company, or the company's representative, must make the FIS available to the interested party before the contract is concluded, with inclusion of all the individual conditions that are specifically proposed, on paper or, if the interested party consents, on another appropriate durable medium.
- 2 - For the purposes of the preceding paragraph, the FIS is to be made available to the interested parties in good time so that they are able to analyse and understand the information which the FIS contains.
- 3 - The content of an FIS made available under the terms of paragraph 1 may not, under any circumstances, be altered at any time prior to the conclusion of the contract, except where there is express and properly documented consent by both parties thereto.
- 4 - Where the FIS is made available under the terms of paragraph 1 and article 5, it is made part of the contract.

Article 5

Provision of FIS in contracts concluded at a distance or away from business premises

- 1 - In the cases where contracts are concluded with consumers at a distance, the company must make the FIS available using an appropriate durable medium in accordance with paragraph 1 of article 4 of the present Regulation, and, at the same time, make available the information specified in article 4 of Decree law no. 24/2014.
- 2 - In cases where contracts are concluded with consumers away from business premises, provision of an FIS pursuant to Article 4 does not affect the requirement to accomplish the information obligations set out in paragraph 1 of Article 4 of Decree-Law no. 24/2014 or the obligation to provide that information in accordance with paragraph 5 of this same article.

Article 6

Provision of the FIS during the contract

- 1 - While the contract is in force and when the company has the physical or electronic address of the subscriber, the companies are required to provide subscribers with an updated version of the FIS made available under article 4 in the following cases and subject to the following time limits:
 - a) Whenever the subscriber requests it, except where an updated version remains available in the respective customer area and the subscriber has consented to the creation of his area, within three days of the request;
 - b) Whenever a contractual amendment is made upon the initiative of the subscriber resulting in the establishment of a lock-in period or the extension of a lock-period constituted prior to this amendment, at least three days in advance;
 - c) Whenever a contract amendment made upon the initiative of the subscriber or the company, not requiring the communication stipulated in paragraph 16 of Article 48 of *Lei das Comunicações Eletrónicas* (Electronic Communications Law), results in an alteration to the contracted services, the tariff plan, the minimum levels of quality of the services or contract duration, prior to the amendment in question or with the duly documented express consent of the subscriber, within five days of its enactment;
 - d) Whenever a contract amendment made requiring the communication stipulated in paragraph 16 of article 48 of *Lei das Comunicações Eletrónicas* (Electronic Communications Law) results in a change to the contracted services, the tariff plan, the minimum levels of quality of

the service or duration of the contract, at least 30 days prior to the entry into force of the contract amendment; in such cases, the FIS must be accompanied by information that provides the subscriber with clarification as to their right to withdraw from the contract within the time limit specified therein, without incurring any charge, where they do not consent to the new conditions.

- 2 - Provision of the FIS as under paragraph 1 is to be made on paper or, if the subscriber consents, on another appropriate durable medium.
- 3 - For the purposes of the preceding paragraph, when, the customer is provided with a reserved area by means of an online support service and user validation system, the companies may, with the subscriber's express consent, make the current version of the FIS available in this context at an easily accessible location.
- 4 - For the purposes of paragraph 1, where companies have only a telephone number to contact the subscriber, they must give indication, by text message, of the location where the updated FIS is available in electronic form or on paper.
- 5 - The FIS made available under this article forms part of the contract.

Article 7

Contract content

- 1 - Contracts governing the offer of public communications networks or publicly available electronic communications services must comply with the requirements set out in Annex II to the present Regulation, which is an integral part thereof.
- 2 - The information stipulated in paragraphs 1 to 11 of Annex II to the present Regulation is to be included in the contract in a clear, comprehensive and easily accessible manner, using simple and concise language and in accordance with the terms and corresponding definitions set out in the Glossary in Annex III of the Regulation.
- 3 - For the purposes of the preceding paragraph, the companies are not required to include the information stipulated in Annex II in contracts where it is included in the FIS made available to the subscriber in accordance with Article 4
- 4 - Contracts concluded with consumers by telephone or by other means of distance communication must include the information stipulated in paragraphs 1 to 11 of Annex II of the present Regulation, whereby the consumer shall not be bound to the contract until after signing the contract proposal

or sending the company their written consent, except in cases where the first telephone contact is made by the consumer.

- 5 - The concluded contract set down in writing, as under paragraph 1 of article 9 of Decree-Law no. 24/2014, must contain the information stipulated in paragraphs 1 to 11 of Annex II to the present Regulation and a copy must be made available to the consumer under the provisions of paragraph 2 of the same article in fulfilment of the requirements set out in paragraph 12 of the same Annex.

Article 8

Provision of the contract

- 1 - When contracts are set down in writing, the companies are required to provide the subscriber with a copy of the contract on paper or, subject to the subscriber's duly documented express consent, on another suitable durable medium.
- 2 - As an alternative to the provisions of the preceding paragraph, when the subscriber is provided with a reserved area by means of an online support service and user validation system, the companies may, subject to the subscriber's express consent, make the written contract available in this context at an easily accessible location.
- 3 - Information concerning the duration of contracts, including the conditions governing their renewal and termination, must be provided using a durable medium, in a clear and perceptible manner.
- 4 - Upon the request of a subscriber who is subject to a contract lock-in period, the companies must inform the subscriber of the remaining duration of the respective contract, the procedures to be followed in order to effect termination, and the costs which will be incurred in the event of early termination of the contract upon initiative the subscriber:
 - a) By telephone, when the request is made by telephone; and
 - b) By written means, such as, letter, email, or text message/SMS, or information made available in the customer's reserved area, where provided, where the customer requests written confirmation.
- 5 - The information referred to in point b) of the above paragraph must be sent to the subscriber within one working day following presentation of the request.
- 6 - Companies are exempt from compliance with the provisions of point b) of paragraph 4 where the information stipulated therein is included in the monthly bill sent to the subscriber who requests it.

Article 9

Contracts concluded without identification of subscriber

- 1 - When a service is contracted according to conditions which do not allow for the subscriber to be identified, such as occurs upon the acquisition of packaging or any wrapping in commercial outlets, the following information should be inscribed on the outside of the packaging or envelope, in a clearly visible manner and in easily legible lettering:
 - a) Company name;
 - b) Name of the service and, wherever possible, a general description of the service in simple and concise language, using the terms and corresponding definitions set out in the Glossary given in Annex III, where applicable; and
 - c) The means of contact to obtain information on the conditions of the offer, including:
 - i) The means of contact to access the customer support service, the operating hours of this service and, if applicable, indication that communications to this service incur charges, specifying such charges, albeit by reference to another appropriate source of information; and
 - ii) The Internet page on which the corresponding FIS is provided.
- 2 - Where the size of the packaging allows, the FIS corresponding to the offer referred to in paragraph 1, said FIS shall be included within the packaging.
- 3 - Amendment of contracts concluded without identification of the subscriber is subject to the provisions of paragraph 4 of article 6.

Article 10

Glossary

- 1 - The FIS, the standard contractual conditions which are part of the contract and in the context of contracts concluded without identification of the subscriber, where applicable, use must be made of the terms and definitions set out in the Glossary.
- 2 - Use of the terms set out in the glossary precludes the use of other terms with identical meaning in the information sources specified in the preceding paragraph.

3 - The approved Glossary must be provided by the companies as follows:

- a) On pages which they use in their relationship with the public and where they publish their offers;
- b) At all their points of sale, including those of their agents, upon the request of any interested party, by consultation of the Internet pages referred to in a) or by delivery of a paper copy or, subject to the consent of the person concerned, on another appropriate durable medium.
- c) On the reverse side of the FIS referred to in articles 3 to 6 and in Annex I of the Regulation.

Article 11

Users with special needs

In their compliance with the present regulation, the companies are required to respond to the special needs of users with disabilities and of older users; the companies have a special duty to provide these users with information and to ensure that information is made available using appropriate formats for understanding by such users, in particular audio versions and enhanced graphic versions.

Article 12

Free-of-charge provision

All information provided for in the Regulation is to be made available free of charge.

Article 13

Provision of information to ANACOM

1 - For the purposes of paragraph 3 of article 47 of *Lei das Comunicações Eletrónicas* (Electronic Communications Law), companies are required to notify ANACOM electronically using the address dee.stats@anacom.pt, as soon as they commence their activity, as to the URL addresses of the website and of the other pages on the Internet (and upon any subsequent modification thereof) where, in fulfilment of the provisions of point a) of paragraph 4 of article 3, they will publish their offers and corresponding standard contractual conditions and make available the Simplified Information Sheets, a minimum of 5 working days prior to their activation.

- 2 - For the purposes of paragraph 18 of article 48 of *Lei das Comunicações Eletrónicas* (Electronic Communications Law), copies of the typical contractual conditions must be submitted:
- a) Exclusively by electronic means, using the address contratos@anacom.pt, indicating, for each copy, the following items:
 - i) Company name;
 - ii) Unique reference assigned by the company, using the format "**[Sequential number]/[year]**";
 - iii) Date on which use is to commence; and
 - iv) Where applicable, indication of the unique reference of the copy which it is due to replace; and
 - b) In PDF, with search, copy and print permissions enabled.

Article 14

Transitional and final provisions

- 1 - The obligations under the present Regulation are to be implemented no later than six months following its publication.
- 2 - The Regulation applies to contracts concluded or modified following the implementation stipulated under the preceding paragraph.
- 3 - Companies are required to notify ANACOM electronically, using the address dee.stats@anacom.pt, as to the implementation of the obligations set out under this Regulation on the working day subsequent to their implementation.
- 4 - With entry into force of the Regulation, the following are repealed:
 - a) ANACOM decision of 1 September 2005, concerning guidelines on minimum content to be included in contracts governing the provision of electronic communication services, as amended by ANACOM decision of 11 December 2008; and
 - b) ANACOM decision of 21 April 2006 on the object and form of public disclosure of the conditions governing the offer and use of electronic communications services, as amended by ANACOM decision of 10 October 2011.

- 5 - The provisions of the preceding paragraph do not apply to the recommendations on the quality of service parameters set out in the decision referred to in point a) of paragraph 4, which, with the exception of those concerning the parameter "*Tempo máximo de admissão ao serviço*" (Maximum service start-up time), shall remain in force until such time other quality of service parameters are established, as in accordance with paragraph 2 of Article 40 of *Lei das Comunicações Eletrónicas* (Electronic Communications Law).
- 6 - Repeal of the decisions referred to in paragraph 4 does not release the companies from the obligations set out therein or adversely affect the effects of said obligations; until effective implementation of the provisions of this Regulation, in particular as regards any processes involving administrative offences.
- 7 - Companies are required to notify ANACOM, no later than 5 working days prior to the date stipulated in paragraph 1, as to the URL addresses referred to in paragraph 1 of Article 13 of the Regulation.

14 July 2016

Chair of the Board of Directors

(Maria de Fátima Henriques da Silva Barros Bertoldi)

Annex I

FIS - Ficha de informação simplificada (Simplified Information Sheet)

1. FIS models

1.1. The FIS is based on the following standard models depending on whether the FIS refers to a combined offer of services or a stand-alone offer of services.

1.2. The FIS referring to a combined offer of services must comply with the following standard model:

SIMPLIFIED INFORMATION SHEET [NAME OF COMPANY / NAME OF OFFER]		Sheet made available on [Date]	
		Consumers <input type="checkbox"/> Non-consumers <input type="checkbox"/>	
Customer: [Identification, limited to maintenance of negotiation and of contract] of paragraph 2 of article 13]		Standard contract conditions: [Reference to point a)	
COMBINED OFFER OF SERVICES			
<input type="checkbox"/> Fixed telephone <input type="checkbox"/> Mobile telephone <input type="checkbox"/> Subscription TV <input type="checkbox"/> Fixed Internet <input type="checkbox"/> Internet via mobile phone <input type="checkbox"/> Mobile Internet (via tablet, USB pen, etc.) <input type="checkbox"/> Other electronic communications service(s): [e.g., nomadic VoIP]			
No. of TV channels _____	Fixed Internet speed usually available _____ (Mbps) Advertised estimate of mobile phone Internet speed _____ (Mbps) Advertised estimate of mobile Internet speed _____ (Mbps)	Mobile phone [Type, volume and capacity of communications covered and no. of included SIM cards]	
For more information, see DETAIL OF SERVICES/EQUIPMENT			
PRICING			
Activation	Monthly charge	Additional charges	Terminal equipment
Installation	€ _____ Price payable: ___€ [*]	The monthly charge does not include: [Indicate briefly (i) services, (ii) features, (iii) tariffs, (iv) content / applications and/or (iv) types of communications (international, roaming, communications to added-value/special numbers etc.) which the subscriber may make under the offer but which are not included in the monthly charge with a price in addition to the monthly charge. The detail of this information as well as indication of respective pricing and schedules, if applicable, must be given by direct reference to another information source]	TV BOX <input type="checkbox"/> Included? Yes <input type="checkbox"/> No <input type="checkbox"/> Telephone/Smartphone <input type="checkbox"/> Included? Yes <input type="checkbox"/> No <input type="checkbox"/> Router/Modem <input type="checkbox"/> Included? Yes <input type="checkbox"/> No <input type="checkbox"/> Other(s) _____ <input type="checkbox"/> Included? Yes <input type="checkbox"/> No <input type="checkbox"/>
Activation	€ _____ [*Price payable for access to and use of services, subject to the limits/restrictions identified in: DETAIL OF SERVICES/EQUIPMENT] <input type="checkbox"/> Post-paid <input type="checkbox"/> Pre-paid		Scheme governing provision of equipment not included in offer: <input type="checkbox"/> Purchase _____ <input type="checkbox"/> Rental _____ <input type="checkbox"/> Other scheme _____
Other(s) [Specify]	€ _____ Observations _____ [Complete if any of the services are subject to a form of payment that is different from the others. Indicate service(s) and value(s)]		<input type="checkbox"/> Blocked device(s) Yes <input type="checkbox"/> No <input type="checkbox"/> [Identify device] _____ [Further information see DETAIL OF SERVICES/EQUIPMENT]
CONTRACT LOCK-IN PERIOD			
See end of FIS for alternatives without lock-in period and other loyalty periods			
Lock-in period: <input type="checkbox"/> Yes <input type="checkbox"/> No		Duration of lock-in period: [Indicate duration and date on which lock-in period ends]	
Advantage	Value of advantage		
Installation/Activation <input type="checkbox"/> Included <input type="checkbox"/> Discount	_____ €		
Monthly payment <input type="checkbox"/> Included <input type="checkbox"/> Discount	_____ € [Indicate duration]		
Equipment [Identify] <input type="checkbox"/> Included <input type="checkbox"/> Discount	_____ € [Indicate duration]		
Other(s) [Identify] <input type="checkbox"/> Included <input type="checkbox"/> Discount	_____ € [Indicate duration]		
Charges payable in event of early contract termination			

[Explain value of charges payable in event of early contract termination during the lock-in period and how it is calculated, in accordance with Article 48 of the LCE and Decree-Law no. 56/2010 of 1 June where terminal equipment is being subsidised]

PROMOTIONS, DISCOUNTS AND/OR CREDITS NOT ASSOCIATED WITH LOCK-IN PERIOD

<input type="checkbox"/> Installation/Activation [<i>Identify</i>] Duration: _____ <input type="checkbox"/> Monthly subscription charge [<i>Identify</i>] Post-promotion price: _____ € <input type="checkbox"/> Equipment [<i>Identify</i>] Observations: _____ <input type="checkbox"/> Other(s) [<i>Identify</i>]	Associated conditions: Direct debit <input type="checkbox"/> Online subscription <input type="checkbox"/> E-billing <input type="checkbox"/> Other(s) _____ <input type="checkbox"/> Observations: _____
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CONDITIONS GOVERNING NOTICE OF TERMINATION

Notice: _____ days prior to the date of effect

Documents to be presented:

Means of presenting notice of termination: [*Indicate addresses and/or numbers*]:

Postal address (Required) _____

E-mail _____ Fax _____

In person _____

Telephone _____ Reserved customer area _____

Costs incurred in termination? Yes No

If yes, specify: [*Specify charges related to return of equipment or other charges not linked to lock-in periods*]

[*To be specified in case of telephone services*] **Subscribers who request it have the right to keep their number with the same service, regardless of the company providing the service. For information on procedures and charges related to portability, formalities and documents to be submitted, see [*direct reference to another information source*], and ANACOM Regulation no. 58/2005 of 18 August.**

CUSTOMER SUPPORT	MAINTENANCE/ REPAIR	COMPLAINTS
[<i>Telephone number and, if the company wishes, email address/electronic form, indicating any charges relating to these communications</i>]	[<i>Telephone number and, if the company wishes, email address/electronic form, indicating any charges relating to these communications</i>]	[<i>Telephone number and/or email address/electronic form, and any charges relating to these communications</i>]
To confirm when the lock-in period ends, and for information on procedures to terminate the contract and any related charges, contact [<i>Telephone number and email addresses/electronic forms referred to in paragraph 8.4. of Annex II</i>].		

[*To be specified only in offers to consumers*] **In case of dispute, the customer may use an alternative dispute resolution body, including consumer dispute arbitration centres; for contact details, see www.consumidor.pt. [COMPANY NAME] IS UNDER OBLIGATION TO AGREE TO THE USE OF A CONSUMER DISPUTE ARBITRATION CENTRE FOR THE RESOLUTION OF CONSUMER DISPUTES.**

DETAIL OF SERVICES/EQUIPMENT

Included services/communications	[Brief description of services, features and/or types of communications included, by time, volume and/or capacity, as well as schedules, destination networks and no. of cards included in the monthly subscription charge, as well as the content, applications and other offers included in the monthly subscription charge]
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Limitations and/or restrictions	[Indication of limitations and/or restrictions on services, features and/or types of communications included, with regard, in particular, to the tariff plan and including, where applicable, limitations on the type, volume, capacity and/or the quality of communications covered, as well as limitations on the number of television channels available. Specification of any consequences for exceeding those limits. The additional information to be provided in compliance with article 4 of Regulation (EU) 2015/2120 of the European Parliament and of the Council of 25 November 2015 may be provided by direct reference to another information source]
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Coverage	Fixed Service(s)	Geographic area of coverage/service(s) availability: <input type="checkbox"/> National <input type="checkbox"/> Other _____ [Direct reference to another information source] Are tests required to check that the service(s) are available in the subscriber's area? No <input type="checkbox"/> Yes <input type="checkbox"/> _____
	Mobile Service(s)	Geographic area of coverage/service(s) availability: <input type="checkbox"/> National <input type="checkbox"/> Other _____ [Direct reference to another information source] Are tests required to check that the service(s) are available in the subscriber's area? No <input type="checkbox"/> Yes <input type="checkbox"/> _____

Equipment	Details of equipment	[Complete in summary, if applicable]
	Equipment unblocking	[Complete only if the conditions governing the supply of equipment do not determine establishment of a lock-in period] Unblocking within 6 months: 100% of the value of the equipment at the date of acquisition or possession, without any discount, rebate or subsidy, less the amount already paid by the user, as well as any credit with mobile communications operator Unblocking between the 7th and the 12th month: 80% of the value of the equipment at the date of acquisition or possession, without any discount, rebate or subsidy, less the amount already paid by the user, as well as any credit with mobile communications operator Unblocking between 13th and 24th months: 50% of the value of the equipment at the date of acquisition or possession, without any discount, rebate or subsidy, less the amount already paid by the user, as well as any credit with mobile communications operator [Explain the amount due for unblocking in the FIS to be made available in accordance with Article 4, replacing the method of calculating this value]
		The operator/service provider is required to unblock the equipment within five days of the subscriber's request. The subscriber is required to submit the following to request unblocking: [Indicate documents]

	Fixed telephone	Mobile telephone	Fixed Internet	Mobile Internet	Subscription TV	Other services
Features	[Voice mail, SMS, etc.]	[Voice mail, SMS, MMS, etc.]	[Applications, cloud storage, other content, etc.]	[Applications, cloud storage, other content, etc.]	[Applications and content distribution, cloud storage, etc.]	
Time needed for initial connection	[Insert level(s)]	[Insert level(s)]	[Insert level(s)]	[Insert level(s)]	[Insert level(s)]	
Other guaranteed minimum quality levels	[Insert level(s)]	[Insert level(s)]	[Insert level(s)]	[Insert level(s)]	[Insert level(s)]	

Compensation/refunds	[Indicate applicable systems, including information on the respective modalities, even if by direct reference to another information source. Information on compensation (resulting from any irregularities in the portability process or failure to comply with the time required for initial connection) must be given in this field and cannot be provided by reference]	[Indicate applicable systems, including information on the respective modalities, even if by direct reference to another information source. Information on compensation (resulting from any irregularities in the portability process or failure to comply with the time required for initial connection) must be given in this field and cannot be provided by reference]	[Indicate applicable systems, including information on the respective modalities, even if by direct reference to another information source. Information on compensation payable in the event of non-compliance with minimum speeds must be included in this field and cannot be provided by reference.]	[Indicate applicable systems, including information on the respective modalities, even if by direct reference to another information source.]	[Indicate applicable systems, including information on the respective modalities, even if by direct reference to another information source.]	
Other quality levels	[Insert levels, corresponding to non-guaranteed average values]	[Insert levels, corresponding to non-guaranteed average values]	Insert levels, corresponding to non-guaranteed average values]	Insert levels, corresponding to non-guaranteed average values]	Insert levels, corresponding to non-guaranteed average values]	

Fixed Internet	Technology	<input type="checkbox"/> ADSL <input type="checkbox"/> Cable <input type="checkbox"/> Fibre (FTTH/B/P) <input type="checkbox"/> Other: [Identify]				
	Minimum speed	Upload: _____		Download: _____		
	Speed normally available	Upload: _____		Download: _____		
	Maximum speed	Upload: _____		Download: _____		
	Advertised speed	Upload: _____		Download: _____		

Mobile phone Internet	Estimated maximum speed	Upload: _____		Download: _____		
	Advertised estimated speed	Upload: _____		Download: _____		

Mobile Internet (Tablet, USB pen, others)	Estimated maximum speed	Upload: _____		Download: _____		
	Advertised estimated speed	Upload: _____		Download: _____		

For more information about indicated speeds see [Direct reference to another information source]

Subscription TV	Technology		<input type="checkbox"/> ADSL <input type="checkbox"/> Cable <input type="checkbox"/> Fibre (FTTH/B/P) <input type="checkbox"/> DTH <input type="checkbox"/> Other			
	On-demand channels and services	TV/SD // TV/HD Radio	[Indicate number of channels, including SD and HD channels, without repeating channels due to differences in language or other similar reasons, and list channels supplied, which may be provided by reference to another information source]			
		Video Club				

This offer can be compared with others using the COM.escolha service, available on ANACOM's Consumers' Website [Enter link in online versions]

ALTERNATIVES WITHOUT LOCK-IN PERIOD AND OTHER LOYALTY PERIODS

OFFER WITHOUT LOCK-IN PERIOD

PRICE

Activation		Monthly charge	Additional charges	Terminal equipment
Installation	__€	Price payable: ____€ [*] [*Price payable for access to and use of the service, subject to the limits/restrictions identified in: <i>DETAIL OF SERVICES/EQUIPMENT</i>]	The monthly charge does not include: <i>[Indicate briefly (i) services, (ii) features, (iii) tariffs, (iv) content / applications and/or (iv) types of communications (international, roaming, communications to added-value/special numbers etc.) which the subscriber may make under the offer but which are not included in the monthly charge with a price in addition to the monthly charge. The detail of this information as well as indication of respective pricing and schedules, if applicable, must be given by direct reference to another information source</i>	TV BOX <input type="checkbox"/> Included? Yes <input type="checkbox"/> No <input type="checkbox"/>
Activation	__€			Telephone/Smartphone <input type="checkbox"/> Included? Yes <input type="checkbox"/> No <input type="checkbox"/>
Other(s) [Specify]	__€			Router/Modem <input type="checkbox"/> Included? Yes <input type="checkbox"/> No <input type="checkbox"/>
				Other(s) _____ <input type="checkbox"/> Included? Yes <input type="checkbox"/> No <input type="checkbox"/>
				Scheme governing provision of equipment not included in offer: <input type="checkbox"/> Purchase _____ <input type="checkbox"/> Rental _____ <input type="checkbox"/> Other scheme _____
				Blocked device(s) Yes <input type="checkbox"/> No <input type="checkbox"/> <i>[Identify device]</i>
				<i>[Further information see DETAIL OF SERVICES/EQUIPMENT]</i>

PROMOTIONS, DISCOUNTS AND/OR CREDITS NOT ASSOCIATED WITH LOCK-IN PERIOD

<input type="checkbox"/> Installation/Activation <i>[Identify]</i> <input type="checkbox"/> Monthly subscription charge <i>[Identify]</i> <input type="checkbox"/> Equipment <i>[Identify]</i> <input type="checkbox"/> Other(s) <i>[Identify]</i>	Duration: _____ Post-promotion price: ____€ Observations: _____	Associated conditions: Direct debit <input type="checkbox"/> Online subscription <input type="checkbox"/> Electronic billing <input type="checkbox"/> Other(s) _____ <input type="checkbox"/> Observations: _____
---	---	---

1.3. The FIS referring to a stand-alone offer of services must comply with the following standard model:

SIMPLIFIED INFORMATION SHEET
[NAME OF COMPANY / NAME OF OFFER]

Sheet made available on [Date]

Consumers Non-consumers

Customer: [Identification, limited to maintenance of the negotiation and of contract] **Standard contract conditions:** [Reference to point a) of paragraph 2 of article 13]

SERVICE

Pre-paid Fixed telephone Mobile telephone Subscription TV Fixed Internet Internet via mobile phone
 Post-paid Mobile Internet (via tablet, USB pen, etc.) Other electronic communications service(s): [e.g., nomadic VoIP]

No. of TV channels _____	Fixed Internet speed usually available _____ (Mbps) Advertised estimate of mobile phone Internet speed _____ (Mbps) Advertised estimate of mobile Internet speed _____ (Mbps)	Mobile phone [Type, volume and capacity of communications covered and no. of included SIM cards]
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For more information, see **DETAIL OF SERVICES/EQUIPMENT**

PRICE

Activation	Minimum monthly cost	Additional charges	Terminal equipment
Installation _____ €	<input type="checkbox"/> Mandatory account top-ups <input type="checkbox"/> Optional account top-ups <input type="checkbox"/> Monthly subscription charge <input type="checkbox"/> Other(s) _____	The minimum monthly cost does not include: <i>[Indicate briefly (i) services, (ii) features, (iii) tariffs, (iv) content / applications and/or (iv) types of communications (international, roaming, communications to added-value/special numbers etc.) which the subscriber may make under the offer but which are not included in the monthly charge with a price in addition to the monthly charge. The detail of this information as well as indication of respective pricing and schedules, if applicable, must be given by direct reference to another information source]</i>	TV BOX <input type="checkbox"/> Included? Yes <input type="checkbox"/> No <input type="checkbox"/> Telephone/Smartphone <input type="checkbox"/> Included? Yes <input type="checkbox"/> No <input type="checkbox"/> Router/Modem <input type="checkbox"/> Included? Yes <input type="checkbox"/> No <input type="checkbox"/> Other(s) _____ <input type="checkbox"/> Included? Yes <input type="checkbox"/> No <input type="checkbox"/> Scheme governing provision of equipment not included in offer: <input type="checkbox"/> Purchase _____ <input type="checkbox"/> Rental _____ <input type="checkbox"/> Other scheme _____ Blocked device(s) Yes <input type="checkbox"/> No <input type="checkbox"/> <i>[Identify device]</i> <i>[Further information see DETAIL OF SERVICES/EQUIPMENT]</i>
Activation _____ €	Minimum monthly cost: _____ € [*] <i>[* Price payable for access to and use of services, subject to the limits/restrictions identified in: DETAIL OF SERVICES/EQUIPMENT]</i>		
Other(s) _____ € <i>[Specify]</i>			

CONTRACT LOCK-IN PERIOD

See end of FIS for alternatives without lock-in period and other loyalty periods

Lock-in period: Yes No **Duration of lock-in period:** [Indicate duration and date on which lock-in period ends]

Advantage	Value of advantage
Installation/Activation <input type="checkbox"/> Included <input type="checkbox"/> Discount Monthly payment <input type="checkbox"/> Included <input type="checkbox"/> Discount Equipment [Identify] <input type="checkbox"/> Included <input type="checkbox"/> Discount Other(s) [Identify] <input type="checkbox"/> Included <input type="checkbox"/> Discount	_____ € _____ € [Indicate duration] _____ € [Indicate duration] _____ € [Indicate duration]

Charges payable in event of early contract termination

[Explain value of charges payable in event of early contract termination during the lock-in period and how it is calculated, in accordance with Article 48 of the LCE and Decree-Law no. 56/2010 of 1 June where terminal equipment is being subsidised]

PROMOTIONS, DISCOUNTS AND/OR CREDITS NOT ASSOCIATED WITH LOCK-IN PERIOD

- Installation/Activation [*Identify*] Duration: _____
- Monthly subscription charge [*Identify*] Post-promotion price: _____ €
- Equipment [*Identify*] Observations: _____
- Other(s) [*Identify*]

- Associated conditions:**
- Direct debit **Online subscription**
- Electronic billing
- Other(s) _____
- Observations: _____

CONDITIONS GOVERNING NOTICE OF TERMINATION

Notice: _____ days prior to the date of effect

Documents to be presented:

Means of presenting notice of termination: [*Indicate addresses and/or numbers*]:

Postal address (Required) _____

E-mail _____ Fax _____

In person _____

Telephone _____ Reserved customer area _____

Costs incurred in termination? Yes No

If yes, specify: [*Specify charges related to return of equipment or other charges not linked to lock-in periods*]

[*To be specified in case of telephone services*] **Subscribers who request it have the right to keep their number with the same service, regardless of the company providing the service. For information on procedures and charges related to portability, formalities and documents to be submitted, see [*direct reference to another information source*], and ANACOM Regulation no. 58/2005 of 18 August.**

CUSTOMER SUPPORT	MAINTENANCE/ REPAIR	COMPLAINTS
[<i>Telephone number and, if the company wishes, email address/electronic form, indicating any charges relating to these communications</i>]	[<i>Telephone number and, if the company wishes, email address/electronic form, indicating any charges relating to these communications</i>]	[<i>Telephone number and/or email address/electronic form, and any charges relating to these communications</i>]
To confirm when the lock-in period ends, and for information on procedures to terminate the contract and any related charges, contact [<i>Telephone number and email addresses/electronic forms referred to in paragraph 8.4 of Annex I</i>].	[<i>Telephone number and, if the company wishes, email address/electronic form, indicating any charges relating to these communications</i>]	

[*To be specified only in offers to consumers*] **In case of dispute, the customer may use an alternative dispute resolution body, including consumer dispute arbitration centres; for contact details see www.consumidor.pt.**

[COMPANY NAME] IS UNDER OBLIGATION TO AGREE TO THE USE OF A CONSUMER DISPUTE ARBITRATION CENTRE FOR THE RESOLUTION OF CONSUMER DISPUTES.

DETAIL OF SERVICES/EQUIPMENT

Included services/communications	<i>[Brief description of services, features and/or types of communications included, by time, volume and/or capacity, as well as schedules, destination networks and no. of cards included in the minimum monthly cost, as well as the content, applications and other offers included in the monthly subscription charge]</i>					
Limitations and/or restrictions	<i>[Indication of limitations and/or restrictions on services, features and/or types of communications included, with regard, in particular, to the tariff plan and including, where applicable, limitations on the type, volume, capacity and/or the quality of communications covered, as well as limitations on the number of television channels available. Specification of any consequences for exceeding those limits. The additional information to be provided in compliance with article 4 of Regulation (EU) 2015/2120 of the European Parliament and of the Council of 25 November 2015 may be provided by direct reference to another information source]</i>					
Coverage	Geographic area of coverage/service availability: <input type="checkbox"/> National <input type="checkbox"/> Other _____ <i>[Direct reference to another information source]</i> Are tests required to check that the service(s) are available in the subscriber's area? No <input type="checkbox"/> Yes <input type="checkbox"/> _____					
Equipment	Equipment details	<i>[Complete in summary, if applicable]</i>				
	Equipment unblocking	<i>[Complete only if the conditions governing the supply of equipment do not determine establishment of a lock-in period]</i> Unblocking within 6 months: 100% of the value of the equipment at the date of acquisition or possession, without any discount, rebate or subsidy, less the amount already paid by the user, as well as any credit with mobile communications operator Unblocking between the 7th and the 12th month: 80% of the value of the equipment at the date of acquisition or possession, without any discount, rebate or subsidy, less the amount already paid by the user, as well as any credit with mobile communications operator Unblocking between 13th and 24th months: 50% of the value of the equipment at the date of acquisition or possession, without any discount, rebate or subsidy, less the amount already paid by the user, as well as any credit with mobile communications operator <i>[Explain the amount due for unblocking in the FIS to be made available in accordance with Article 4, replacing the method of calculating this value]</i>				
	The operator/service provider is required to unblock the equipment within five days of the subscriber's request. The subscriber is required to submit the following to request unblocking: <i>[Indicate documents]</i>					
	Fixed telephone	Mobile telephone	Fixed Internet	Mobile Internet	Subscription TV	Other services
Features	<i>[Voice mail, SMS, etc.]</i>	<i>[Voice mail, SMS, MMS, etc.]</i>	<i>[Applications, cloud storage, other content, etc.]</i>	<i>[Applications, cloud storage, other content, etc.]</i>	<i>[Applications and content distribution, cloud storage, etc.]</i>	
Time needed for initial connection	<i>[Insert level(s)]</i>	<i>[Insert level(s)]</i>	<i>[Insert level(s)]</i>	<i>[Insert level(s)]</i>	<i>[Insert level(s)]</i>	
Other guaranteed minimum quality levels	<i>[Insert level(s)]</i>	<i>[Insert level(s)]</i>	<i>[Insert level(s)]</i>	<i>[Insert level(s)]</i>	<i>[Insert level(s)]</i>	
Compensation/refunds	<i>[Indicate applicable systems, including information on the respective modalities,</i>	<i>[Indicate applicable systems, including information on the respective modalities,</i>	<i>[Indicate applicable systems, including information on the respective modalities, even</i>	<i>[Indicate applicable systems, including information on the respective modalities,</i>	<i>[Indicate applicable systems, including information on the respective modalities,</i>	

	<i>even if by direct reference to another information source. Information on compensation (resulting from any irregularities in the portability process or failure to comply with the time required for initial connection) must be given in this field and cannot be provided by reference]</i>	<i>even if by direct reference to another information source. Information on compensation (resulting from any irregularities in the portability process or failure to comply with the time required for initial connection) must be given in this field and cannot be provided by reference]</i>	<i>if by direct reference to another information source. Information on compensation payable in the event of non-compliance with minimum speeds must be included in this field and cannot be provided by reference.]</i>	<i>even if by direct reference to another information source.]</i>	<i>even if by direct reference to another information source.]</i>	
Other quality levels	<i>[Insert levels, corresponding to non-guaranteed average values]</i>	<i>[Insert levels, corresponding to non-guaranteed average values]</i>	<i>Insert levels, corresponding to non-guaranteed average values]</i>	<i>Insert levels, corresponding to non-guaranteed average values]</i>	<i>Insert levels, corresponding to non-guaranteed average values]</i>	

Fixed Internet	Technology	<input type="checkbox"/> ADSL <input type="checkbox"/> Cable <input type="checkbox"/> Fibre (FTTH/B/P) <input type="checkbox"/> Other: [Identify]				
	Minimum speed	<i>Upload: _____</i>		<i>Download: _____</i>		
	Speed normally available	<i>Upload: _____</i>		<i>Download: _____</i>		
	Maximum speed	<i>Upload: _____</i>		<i>Download: _____</i>		
	Advertised speed	<i>Upload: _____</i>		<i>Download: _____</i>		

Mobile phone Internet	Estimated maximum speed	<i>Upload: _____</i>		<i>Download: _____</i>		
	Advertised estimated speed	<i>Upload: _____</i>		<i>Download: _____</i>		

Mobile Internet (Tablet, USB pen, others)	Estimated maximum speed	<i>Upload: _____</i>		<i>Download: _____</i>		
	Advertised estimated speed	<i>Upload: _____</i>		<i>Download: _____</i>		

For more information about indicated speeds see [Direct reference to another information source]

Subscription TV	Technology		<input type="checkbox"/> ADSL <input type="checkbox"/> Cable <input type="checkbox"/> Fibre (FTTH/B/P) <input type="checkbox"/> DTH <input type="checkbox"/> Other
	On-demand channels/ services	TV/SD // TV/HD Radio	<i>[Indicate number of channels, including SD and HD channels, without repeating channels due to differences in language or other similar reasons, and list channels supplied, which may be provided by reference to another information source]</i>
		Video Club	

This offer can be compared with others using the COM.escolha service, available on ANACOM's Consumers' Website [Enter link in online versions]

ALTERNATIVES WITHOUT LOCK-IN PERIOD AND OTHER LOYALTY PERIODS

OFFER WITHOUT LOCK-IN PERIOD

PRICE

Activation		Minimum monthly cost	Additional charges	Terminal equipment
Installation	___€	<input type="checkbox"/> Mandatory account top-ups <input type="checkbox"/> Optional account top-ups <input type="checkbox"/> Monthly subscription charge <input type="checkbox"/> Other(s) _____	The minimum monthly cost does not include: <i>[Indicate briefly (i) services, (ii) features, (iii) tariffs, (iv) content / applications and/or (iv) types of communications (international, roaming, communications to added-value/special numbers etc.) which the subscriber may make under the offer but which are not included in the monthly charge with a price in addition to the monthly charge. The detail of this information as well as indication of respective pricing and schedules, if applicable, must be given by direct reference to another information source]</i>	TV BOX <input type="checkbox"/> Included? Yes <input type="checkbox"/> No <input type="checkbox"/>
Activation	___€	Minimum monthly cost: ___€ [*] <i>[*Price payable for access to and use of services, subject to the limits/restrictions identified in: DETAIL OF SERVICES/EQUIPMENT]</i>		Telephone/Smartphone <input type="checkbox"/> Included? Yes <input type="checkbox"/> No <input type="checkbox"/>
Other(s)	___€			Router/Modem <input type="checkbox"/> Included? Yes <input type="checkbox"/> No <input type="checkbox"/>
[Specify]				Other(s) _____ <input type="checkbox"/> Included? Yes <input type="checkbox"/> No <input type="checkbox"/>
				Scheme governing provision of equipment not included in offer: <input type="checkbox"/> Purchase _____ <input type="checkbox"/> Rental _____ <input type="checkbox"/> Other scheme _____
				Blocked device(s) Yes <input type="checkbox"/> No <input type="checkbox"/> <i>[Identify device]</i> <i>[Further information see DETAIL OF SERVICES/EQUIPMENT]</i>

PROMOTIONS, DISCOUNTS AND/OR CREDITS NOT ASSOCIATED WITH LOCK-IN PERIOD

- | | |
|---|--------------------------------------|
| <input type="checkbox"/> Installation/Activation <i>[Identify]</i> | Duration: _____ |
| <input type="checkbox"/> Monthly subscription charge <i>[Identify]</i> | Post-promotion price: _____ € |
| <input type="checkbox"/> Equipment <i>[Identify]</i> | Observations: _____ |
| <input type="checkbox"/> Other(s) <i>[Identify]</i> | |

- Associated conditions:**
- Direct debit** **Online subscription**
 Electronic billing
 Other(s) _____
Observations: _____

1.4. The companies must:

- a) Complete all fields in the FIS with information for each service included in the offer which they are making available;
- b) Maintain the structure and order of the various fields of the FIS, without making alteration thereto, subject to the provisions of paragraph 1.6. regarding the removal of the field on non-available services;
- c) Include the words “NÃO APLICÁVEL” (NOT APPLICABLE) in FIS fields referring to features which are not provided in the offer where the fields are not removable;
- d) Enter "0" in non-removable subfields of the "Pricing" field where the value is zero;
- e) Ensure that Internet pages referred to in the FIS as sources of further information are permanently accessible and updated at the indicated addresses and that such pages contain the information indicated in the reference linking to them.

1.5. For the purposes of point a) of the preceding paragraph, the FIS provided in compliance with article 4 must include the necessary adjustments versus the FIS provided in compliance with article 3, paragraph 4, both of this Regulation.

1.6. The preceding paragraphs does not prevent:

- a) Non-completion of information on the identification of the customer and of the date of expiry of the contract lock-in period in the FIS made available in compliance with article 3 of the present Regulation. The inclusion and appropriate completion of this information is required only upon delivery of the FIS to an interested party with all proposed particular conditions already included or upon delivery of an updated version of the FIS to the subscriber under articles 4 and 6 of this Regulation, respectively;
- b) Removal, from the field "DETAIL OF THE SERVICE(S)/EQUIPMENT", in both FIS models, of the subfield(s) referring to non-applicable service(s);
- c) The introduction of additional fields in order to:
 - i) Reproduce under “ALTERNATIVES WITHOUT LOCK-IN PERIOD AND OTHER "LOCK-IN PERIODS”, the following fields: “PRICING”, “CONTRACT LOCK-IN PERIOD” and “PROMOTIONS, DISCOUNTS AND/OR CREDITS NOT ASSOCIATED WITH LOCK-IN PERIOD”, in compliance with the provisions of paragraph 8, article 48 of *Lei das Comunicações Eletrônicas* (Electronic Communications Law);

- ii) Obtain the consent of the subscriber or indication of the subscriber's will as regards certain aspects of the contractual relationship;
- iii) Include information, where contracts are concluded at a distance or away from business premises, as referred to in paragraph 1 of article 4 of Decree-Law no. 24/2014 of 14 February, where such information is not covered in the fields included in the standard models provided under paragraphs 1.2. and 1.3.

1.7. The additional fields stipulated in sections ii) and iii) of point c) above must be introduced only after the standard models stipulated in paragraphs 1.2. and 1.3. and should not impair their unity.

1.8. For reasons of procedural economy, companies may, within each field without indications for completion and within the scope of the respective subject matter, make use of spaces or boxes to enter any particular conditions, provided that, in all cases, this does not impair the simplicity, transparency, appropriateness and comparability of information.

2. FIS content

2.1. The FIS may only contain:

- a) Information contained in the standard models set out in paragraphs 1.2. and 1.3.;
- b) Information associated with obtaining the subscriber's consent or indication of their will as regards certain aspects of the contractual relationship, under the terms of point c) i) of paragraph 1.6; and
- c) In the case of contracts concluded at a distance or away from business premises, the information stipulated in paragraph 1 of article 4 of Decree-Law no. 24/2014 of 14 February, where not yet entered in the fields included within the standard models set out in paragraphs 1.2. and 1.3., under the terms of point c) i) of paragraph 1.6.

2.2. In completing the FIS, the companies must include the titles, subtitles and texts included in the standard models set out in paragraphs 1.2. and 1.3., with exception of the instructions for completion given in the standard model itself and subsequent notes.

2.3. The prices indicated in the FIS must refer to the total price including all fees and taxes, and including VAT.

3. Other formal requirements of the FIS

The FIS, in respect both standard models, must meet the following requirements:

- a) With reference to the Arial font, the font size used must be equal to or greater than:
 - i) 11 points for the title "FICHA DE INFORMAÇÃO SIMPLIFICADA" (SIMPLIFIED INFORMATION SHEET) in capital letters and bold type;
 - ii) 11 points for the company name and offer name, in capital letters and bold type;
 - iii) 9 points for the field titles, in capital letters and bold type;
 - iv) 9 points for subtitles within the fields, lowercase and bold type, with the exception of the fields specified under points vi) and vii);
 - v) 9 points for text and, where indicated, in bold type, with the exception of text specified under paragraphs vi) and vii);
 - vi) 8 points for the field referring to date concerning provision of the FIS;
 - vii) 8 points for the field referring to customer identification and reference to the subscription contract.
- b) Black coloured type on a white background;
- c) Introduction of at least one line between paragraphs.

Annex II

Content and form of the contract

1. Content

- 1.1. Notwithstanding other information requirements required by law, in particular those required by Regulation (EU) 2015/2120 of the European Parliament and of the Council of 25 November 2015, by Law no. 24/96 of 31 July, by Law no. 23/96 of 26 July and by Decree-Law no. 24/2014 of 14 February, in their prevailing wording, contracts must include information on the following aspects:
- a) The company, as under to paragraph 2;
 - b) The services, as under paragraph 3;
 - c) Quality of service, as under paragraph 4;
 - d) Pricing and payment, as under paragraph 5;
 - e) Customer support and maintenance service, as under paragraph 6;
 - f) Dispute resolution, as under paragraph 7;
 - g) Duration, renewal and termination, as under paragraph 8;
 - h) Suspension, as under paragraph 9;
 - i) Amendment, as under paragraph 10; and
 - j) Security, privacy and personal data, as under paragraph 11.
- 1.2. The information specified under paragraph 1.1. may be fully included in the contract or included in the corresponding FIS, to which the contract must refer.

2. Company

- 2.1. The contract must contain the following items:
- a) Identification of the company;
 - b) Address of company's registered office;
 - c) Address of the principal place of business, if different from the address provided under point b);

- d) Address of the website and other Internet pages which the company uses in its relationship with the public; and
 - e) Addresses and means of contact to access the customer support services and maintenance service as under paragraph 6, including a telephone number, email address or, as an alternative to this address, indicated location of an online form which can be completed on the company's website.
- 2.2. For the purposes of paragraph 2.1., the requirements set out by applicable legislation as regards the identification of the company must be observed, in particular as under the *Código das Sociedades Comerciais* (Commercial Companies Code) and under consumer protection legislation.
- 2.3. The contract must specify the means by which communications will be effected between the parties in cases where the law prescribes special requirements; as such, it is recommended that, for purposes of serving citations or court notices, the parties agree that they may be considered as domiciled at the addresses indicated in the contract and undertake to report any modification of these addresses in writing.

3. Services

- 3.1. The contract must contain the following items:
- a) A description of the services and associated features, and, where applicable, identification of supplied equipment;
 - b) The conditions governing access to and use of services, associated features and supplied equipment;
 - c) The conditions governing access to Audiotext services and message-based valued added services, where applicable and in accordance with the provisions of article 45 of *Lei das Comunicações Eletrónicas* (Electronic Communications Law); and
 - d) Information on the availability of access or lack of access to emergency services and to caller location information, and on the existence of any limitations in the provision of emergency services, where applicable and in accordance with Article 51 of *Lei das Comunicações Eletrónicas* (Electronic Communications Law).
- 3.2. For the purposes of point b) of paragraph 3.1., the contract must set out, in particular and where applicable:

- a) Indication of limitations on the services, with particular regard to the tariff plan and including, where applicable:
 - i) Limitations on the type, volume or capacity of the communications covered; and
 - ii) Limitations on the number of television channels available, and albeit by direct reference to another information source, specification of each channel;
 - b) Information about the availability or geographical area of coverage of the services, albeit by direct reference to another information source, and as to the need for prior verification of technical conditions or performance of connectivity testing;
 - c) Restrictions on access to and use of other electronic communications services, features or equipment;
 - d) A clear and comprehensible explanation of the impact which, in practice, limitation on volumes, speed and other quality of service parameters may have on Internet access services and, in particular, on the use of content, applications and services;
 - e) Restrictions imposed on the use of supplied terminal equipment, including information on the blocking of such equipment, the pricing and conditions applicable to its unblocking and the prices of blocked and unblocked devices, as under Decree-Law no. 56/2010 of 1 June, as well as the possibility of using alternative terminal equipment;
 - f) Information on the impact which traffic management measures implemented by the service provider may have on the quality of the Internet access service, on the end-user's privacy and on the protection of personal data;
 - g) A clear and comprehensible explanation of the impact which, in practice, the services referred to under paragraph 5 of article 3 of Regulation (EU) 2015/2120 of the European Parliament and of the Council of 25 November 2015 may have on supplied Internet access services where the end-user subscribes to such services;
- 3.3. The contract must specify the obligation of the company to notify subscribers as regards any change in their access to emergency services or in the provision of caller location information; the company must request indication of the contact details to be used for the purpose of making such notification.

- 3.4. The contract must specify an appropriate means by which the specific social groups referred to in point e) of paragraph 4 of article 5 of *Lei das Comunicações Eletrónicas* (Electronic Communications Law) may obtain information about services, features and devices designed for their use, where different from those set out in point e) of paragraph 2.1.
- 3.5. When covering regulated roaming services at retail level, the contract must specify the main features of this service, including:
- a) The specific tariff plan or plans and, for each of these plans, the types of services offered, including communication volumes;
 - b) Restrictions imposed on the consumption of roaming services regulated at retail level where these are provided at the retail price applicable at national level, especially quantified information on application of fair use policy, by reference to the main parameters of pricing, volume or other aspects of such supplied roaming services regulated at retail level.

4. Quality of service

- 4.1. The contract must set out the following items:
- a) The company's obligation to provide the services so that they may be accessed in a continuous manner, in accordance with point b) of paragraph 3 of article 39 of *Lei das Comunicações Eletrónicas* (Electronic Communications Law);
 - b) The minimum levels of quality of the services offered, including by obligation:
 - i) The guaranteed minimum level of quality in relation to the time necessary for initial connection; and
 - ii) The guaranteed minimum level of quality in relation to other quality of service parameters, as under the terms imposed by any applicable law or regulation, in particular as under the provisions of point b) of paragraph 1 of article 48 of *Lei das Comunicações Eletrónicas* (Electronic Communications Law) and, in respect of number portability, as under the provisions of article 54 of said Law and Regulation no. 58/2005 of 18 August, and under the contractual obligations in respect of universal service provision, if applicable; and
 - c) Systems providing for compensation or reimbursement to subscribers, where legally or contractually applicable in case of breaches of the minimum levels of quality of service referred to in the previous paragraph, particularly as regards number portability;

- d) Where Internet access services are being contracted, a clear and understandable explanation as to:
- i) The minimum speed, speed usually available, maximum speed and the advertised speed for downloads and uploads of the Internet access services in the case of fixed networks, or the estimated maximum speed and advertised speed for downloads and uploads of Internet access services in the case of mobile networks, and as to how significant deviations from advertised upload and download speeds may affect the capacity of end-users to exercise rights of access to an open Internet, as under stipulated legal and regulatory terms.
 - ii) The corrective measures available to users in the event of any ongoing or recurrent discrepancy occurring, in terms of speed or other quality of service parameters, between actual performance of the Internet access service and the performance indicated by the provider of Internet access services.
- 4.2. Without prejudice to the preceding paragraph insofar as it concerns the Internet access service, the contract shall include, where appropriate, clear indication that the company does not guarantee any minimum level of quality of service other than the minimum guaranteed levels of quality in respect of the time necessary for initial connection and other quality of service parameters, in accordance with any applicable law or regulation.
- 4.3. The contract must also set out:
- a) The means through which the subscriber may access information on the quality of the company's services, in accordance with paragraph 1 of article 40 of *Lei das Comunicações Eletrónicas* (Electronic Communications Law) and, where applicable, information on the levels of performance calculated in the context of universal service provision, in accordance with article 92 of *Lei das Comunicações Eletrónicas* (Electronic Communications Law) and of contracts governing universal service provision; and
 - b) Indication of the functionality provided by the company for the measurement of quality levels actually reported in the provision of services to subscribers, if any.
- 4.4. In the case of provision of the Internet access service, the contract must make reference to a tool for measuring actual speed of the service, including a brief description of the tool and the address of the website where it is available, as under the provisions of paragraph 4 of article 4 of Regulation (EU) 2015/2120 of the European Parliament and of the Council of 25 November.

5. Pricing and payment

5.1. The contract must set out the following items:

- a) Details of pricing, as under paragraph 5.2.;
- b) The means for obtaining, in a simple and expeditious manner, updated information on pricing via an appropriate durable medium; and
- c) The forms of payment and any charges, penalties or bonuses inherent to each form of payment.

5.2. For the purposes of point a) of paragraph 5.1., the contract must include the tariff plan as applicable to the services, to associated features and, where applicable, to supplied equipment, detailing the content and value of each price component and any additional charges, including, when applicable:

- a) Prices detailed by type of communication, including, albeit by direct reference to another information source, the prices of international communications and prices in roaming;
- b) Prices and other charges related to access, use and maintenance, including the use of customer support services;
- c) Where there are limitations on the type, volume or capacity of the communications covered by the applicable tariff plan, as under item i) of point a) of paragraph 3.2, the prices applicable to any communications which are not covered;
- d) Any special or specific tariff schemes, albeit by direct reference to another information source;
- e) The conditions which govern the granting of standard discounts and credits;
- f) The existence of time periods in which different pricing levels and conditions apply; and
- g) The costs involved in respect of number portability, including the prices charged and the compensation due for any irregularities occurring in the process.

5.3. In the case of promotions, the contract must identify the value of the promotion, and in an itemised manner, the promotional prices, their periods of validity, the services, features and equipment covered in promotions and the respective post-promotional prices.

5.4. In terms of billing, the contract must also include the following:

- a) Indication of the subscriber's right to receive non-itemised bills;

- b) The conditions under which the services will be billed in accordance with the law, whereby it is recommended that explanation is given as to dates on which bills will be issued and the intervals at which they are issued, whether bills are issued on paper or electronically, how bills are sent, the payment period - which must be in compliance with the provisions of article 10, paragraph 3 of Law no. 23/96 of 26 July - the options available to subscribers as to the types of bill and the consequences applied in the event of untimely payment;
 - c) Indication that subscribers have the right to obtain itemised billing, upon their request, and the conditions under which it is available, in accordance with the law and with the requirements in this regards as may be stipulated by ANACOM under the provisions of point c) of paragraph 3 and paragraph 5 of article 39 of *Lei das Comunicações Eletrónicas* (Electronic Communications Law).
- 5.5. The contract must include indication of the features provided by the company, and the respective forms of access, as made available for the following purposes:
- a) To ensure transparency in the billing of services;
 - b) To enable monitoring of usage in respect of the services and of the charges incurred, if any; and
 - c) In the case of the Internet access service, to recognise and signal the type of traffic (national or international) associated with the address that the user wants to access, at any time, when such traffic characteristics are relevant to billing, doing so in real time.
- 5.6. The contract must incorporate the legal regime applicable to any demand for the provision of a security deposit, in any form or denomination, where to ensure compliance with obligations arising from the provision of services.

6. Customer support and maintenance

- 6.1. The contract must set out the following items:
- a) The types of customer support services and maintenance services offered by the company;
 - b) The conditions governing the provision of such services, including means of contact, respective hours of operation and any charges involved, as under point b) of paragraph 5.2.

- 6.2. As regards the conditions governing the provision of maintenance services, it is recommended that the contract provides for the obligation of the company to come to agreement with the subscriber as to a date and time period for the repair of faults, whenever this repair entails access to the site of installation.
- 6.3. The contract must set out the obligations of the parties as regards the maintenance of the services, including the obligation of the company to repair faults and to provide for the maintenance and repair of infrastructure and of equipment which it owns or which it uses in the provision of the services.

7. Dispute resolution

7.1. The contract must set out:

- a) The procedure for handling complaints, as required under paragraph 1 of article 48-A of *Lei das Comunicações Eletrónicas* (Electronic Communications Law) and in accordance with the requirements which, in this respect, may be defined by ANACOM pursuant to paragraph 2 of said article;
- b) The possibility of using mechanisms providing for out-of-court dispute resolution and the method for instigating a process using such mechanisms, in accordance with article 48-B of *Lei das Comunicações Eletrónicas* (Electronic Communications Law); and
- c) The alternative dispute resolution organisations available or which are binding by subscription or legal obligation arising from compulsory arbitration, as under article 18 of Law no. 144/2015 of 8 September.

7.2. For the purposes of point a) of paragraph 7.1., the contract must indicate the addresses and means of contact available for the submission of complaints when these are different from those provided under point e) of paragraph 2.1.

7.3. For the purposes of point b) of paragraph 7.1., the contract must contain clear indication that the company is obliged to accept the submission of consumer disputes, where by express option of users who are natural persons, to consumer dispute arbitration centres, in accordance with paragraph 1 of article 15 of Law no. 23/96 of 26 July.

7.4. For the purposes of point c) of paragraph 7.1, the contract must specify, in a clear, comprehensible and easily accessible manner, the names of alternative disputes resolution bodies, in particular consumer dispute arbitration centres, indicating that the contact details for such centres may be obtained at www.consumidor.pt.

- 7.5. The contract shall indicate that the availability of the mechanisms referred to in paragraph 7.1. does not preclude recourse to the courts or the support services of organisations responsible for the protection and promotion of consumer rights and, in particular, the interests of end-users of electronic communications networks and services.
- 7.6. The contract must include the address and contact details of the Public Attendance Service of ANACOM, of Autoridade de Segurança Alimentar e Económica (Food and Economic Safety Authority) and of Direção-Geral do Consumidor (Directorate General for the Consumer).

8. Duration, renewal and termination

- 8.1. The contract must set out, in accordance with the provisions of *Lei das Comunicações Eletrónicas* (Electronic Communications Law) and other applicable legislation:
- a) The duration of the contract and the conditions which govern its renewal;
 - b) The conditions governing termination of the services and of the contract, as under paragraph 8.2;
 - c) Indication of any contract lock-in period, its duration, explanation of the benefits which justify such a period and quantification of such benefits, as well as the costs which will be incurred in the event of early termination of the contract by the subscriber prior to the end of the period.
 - d) Where applicable, the existence of the right to give notice of termination due to non-compliance, the respective time limit and the procedure for exercising said right, as under Decree-Law no. 24/2014 of 14 February.
- 8.2. Information concerning the duration of the contract and the associated conditions of renewal and termination must be made clearly evident and remain available at all times via a durable medium.
- 8.3. For the purposes of paragraph 8.1, the contract must set out, in particular:
- a) The conditions governing notice of contract termination and of termination due to non-compliance, in accordance with the law and with the provisions of paragraphs 1 to 3 of ANACOM's decision of 9 March 2012 on the procedures required for the termination of contracts, where upon the initiative of subscribers and in respect of the offer of public communications networks or publicly available electronic communications services;

- b) Indication of the right to make use of number portability and the conditions under which number portability may be provided and the associated costs, where applicable and in accordance with point j) of paragraph 3 of article 39 and article 54 of *Lei das Comunicações Eletrónicas* (Electronic Communications Law) and in accordance with Regulation no. 58/2005 of 18 August;
 - c) Indication of the rights and obligations of the parties as arising from the termination of the contract, including, where there is a contract lock-in period, explanation of the costs arising from early termination of the contract by the subscriber, determined in accordance with paragraphs 11 to 13 of article 48 of *Lei das Comunicações Eletrónicas* (Electronic Communications Law);
 - d) A space in which the subscriber can provide an expression of their consent to be bound by the provisions of the contract lock-in period;
 - e) The period and means by which the company may give notice that the offer has expired.
- 8.4. Where a contract lock-in period is established, the contract must contain indication of a telephone number and an email address/online form, through which the company must ensure that the subscriber can obtain information, at any time and in a simple and expeditious manner, with regard to the following:
- a) When the lock-in period stipulated in the contract ends; and
 - b) The other information specified in paragraph 4 of ANACOM's decision on the procedures required for the termination of contracts, where upon the initiative of subscribers and in respect of the offer of public communications networks or publicly available electronic communication services.

9. Suspension

- 9.1. The contract must set out the conditions governing suspension of the service, in accordance with articles 52 and 52-A of *Lei das Comunicações Eletrónicas* and with other applicable provisions, including, in particular:
- a) The option of the subscriber to pay and settle only a part of the amount of a bill, whereby, whenever this technically possible, suspension is to be limited to the service to which non-payment relates, except in cases of fraud or of persistent untimely payment or non-payment;
 - b) The obligation of the company to guarantee, during any period of suspension and until expiry of the service, access to calls that do not incur a charge, in particular calls made to the single European Emergency Number; and

c) The means by which communications to the subscriber in respect of this matter will be made, under the provisions of points a) and i) of paragraph 3 of article 39 and under the provisions of articles 52 and 52-A of *Lei das Comunicações Eletrónicas* (Electronic Communications Law).

9.2. For the purposes of paragraph 9.1. and with respect to pre-paid services, the contract must establish appropriate conditions in respect of suspension of the service resulting from depletion of the account balance, the capacity or the contracted volume, specifically through notice given appropriately in advance.

10. Amendment

The contract must set out the rules applicable to its amendment upon initiative of the company in accordance with paragraph 16 of article 48 of *Lei das Comunicações Eletrónicas* (Electronic Communications Law) and with other applicable provisions, making reference, in particular, to the right of the subscriber to withdraw from the contract under legally established terms, as well as the time and manner whereby this right may be exercised.

11. Security, privacy and personal data

11.1. The contract must set out:

- a) The company's obligation to guarantee the security and integrity of networks and services and the protection of personal data and privacy in electronic communications, in accordance with the law;
- b) The measures which the company may adopt following any incidents related to the security or integrity of the network or which it may adopt in response to threats or vulnerabilities; and
- c) The measures adopted with a view to protecting the subscriber against risks to personal security, to privacy and personal data.

11.2. The contract must include the information which, as an undertaking responsible for the processing of personal data, traffic data and location data, and in accordance with law, the company is obliged to provide to the owners of such information, including indication that such data may be reported to ANACOM when necessary for the accomplishment of the company's legally established responsibilities.

11.3. For the purposes of the preceding paragraph, the contract shall include in particular the following information:

- a) Indication of the subscriber's right to be included in the comprehensive telephone directory made available in the context of the universal service, as under the terms of point h) of paragraph 3 of article 39 and paragraph 1 of article 50 of *Lei das Comunicações Eletrónicas* (Electronic communications Law);
- b) Indication of the rights of access to personal data, pursuant to legislation governing the protection of personal data and, in particular, paragraph 3 of article 13 of Law no. 41/2004 of 18 August, and the mechanisms available for the exercise of such right of access;
- c) Indication that the subscriber may withdraw their consent to the processing of traffic data and location data, and may temporarily deny the processing of location data pursuant to paragraph 4 of article 6 and to paragraph 5 of article 7 of Law no. 41/2004 of 18 August, and indication of the mechanisms available for this purpose;
- d) Indication, albeit by direct reference to another information source, of the functions offered to subscribers and to users in relation to calling line and connected line identification, as under paragraphs 1 to 4 of article 9 of Law no. 41/2004 of 18 August;
- e) Indication of the possibility of cancellation, upon request of the subscriber, of the elimination of calling line presentation for determination of the origin of non-identified calls which upset family peace or the intimacy of private life, as provided for under paragraphs 1 and 2 of article 10 of Law no. 41/2004 of 18 August;
- f) Indication of the possibility of cancellation, on a per-line basis, of the elimination of the presentation of the calling line as well as registration and provision of location data of a subscriber or user to bodies with legal competence to receive emergency calls for the purpose of responding to such calls, as under paragraph 4 and point b) of paragraph 5 of article 10 of Law no. 41/2004 of 18 August; and
- g) Indication of the possibility that the subscriber's data may be registered in the database provided for under article 46 of *Lei das Comunicações Eletrónicas* (Electronic Communications Law).

11.4. The contract must include, where applicable:

- a) A space in which the subscriber can provide express and unequivocal manifestation of their consent as to the inclusion of their data in a public directory and the subsequent dissemination thereof, and, in case such consent is given, which data is to be included, as under the terms of paragraph 2 of article 13 of Law no. 41/2004 of 18 August and as under other legislation on the protection of personal data;

- b) A space in which the subscriber can provide express and unequivocal manifestation of their consent as to any type of use of a public directory in which their personal data has been included other than the search of contact details of persons, as under paragraph 4 of article 13 of Law no. 41/2004 of 18 August;
 - c) A space in which the subscriber can provide express and unequivocal manifestation of their consent as to the use of their personal data for other purposes, the pursuit of which is subject to their consent, where applicable and in accordance with legislation governing the protection of personal data;
 - d) A space in which the subscriber can provide express and unequivocal manifestation of their consent as to the use of their traffic data for purposes other than those provided for in paragraph 2 of article 6 of Law no. 41/2004 of 18 August, where applicable, and in accordance with paragraph 4 of this same article; and
 - e) A space in which the subscriber can provide express and unequivocal manifestation of their consent as to the use of their location data for purposes other than those provided for in paragraph 3 of article 7 of Law no. 41/2004 of 18 August, where applicable.
- 11.5. For the purposes of paragraph 11.4., it must be determined in the contract, in association with every space that is used for the manifestation of the subscriber's consent, that non-completion will be considered as a denial of consent.
- 11.6. The contract must also include, where applicable and in a clear and explicit manner, space for the manifestation of the denial of consent by the subscriber as to the use of their electronic contact details for direct marketing purposes, in accordance with the provisions of paragraph 3 of Article 13-A of Law no. 41/2004 of 18 August.
- 11.7. In compiling the contact details of the subscriber, the company must request indication of the means of contact to be used for the following notifications:
- a) Notification of any special risk of a breach of network security and, where applicable, of possible remedies to prevent such a breach and likely costs involved, in accordance with paragraph 10 of article 3 of Law no. 41/2004 of 18 August; and
 - b) Notification of the occurrence of any violation of personal data belonging to the subscriber or users, in accordance with Article 3-A of Law no. 41/2004 of 18 August and subject to compliance with the guidelines which, under paragraph 9 of said article, are issued by Comissão Nacional de Proteção de Dados (National Data Protection Commission).

12. Form of contract

When set down in writing, the contract must meet the following requirements:

- a) Font size equal to or greater than 10 points, with reference to the Arial font;
- b) Black coloured type on a white background;
- c) Not less than single spacing between lines; and
- d) Introduction of at least one paragraph line between clauses.

Annex III

Glossary

For the purposes of the present Regulation, the glossary consists of the following terms:

- a) **Early termination of the contract upon initiative of the subscriber** - Contract termination upon initiative of the subscriber, following notice given to the company for this purpose, prior to the end of the contract lock-in period to which the subscriber is contractually bound;
- b) **Notice of termination** - Declaration by which one party to the contract (company or subscriber), by means of prior notice given under the terms of the contract, notifies the other party of their intention to terminate the contract. The procedures governing notice of termination upon initiative of the subscriber are subject to the provisions of ANACOM's decision on the procedures required for the termination of contracts, where upon the initiative of subscribers, in respect of provision of public communications networks or publicly available electronic communications services (decision of 9 March 2012);
- c) **Unlimited offer** - Offer without limits or restrictions on the type, volume or capacity of the communications covered by the applicable tariff plan, throughout the duration of the contract period, albeit subject to any reasonable measures of traffic management, which measures are to be transparent, non-discriminatory, proportionate, of a technical and non-commercial nature, and temporary, under the terms of the law and regulation;
- d) **Notice of termination due to non-compliance** - Declaration whereby one of the parties to the contract (company or subscriber) gives notice to the other, by the means laid down in regulation, of their intention to terminate the contract on grounds of non-compliance;
- e) **Time required for initial connection** - Maximum period of time between submission, by the person concerned, of a valid request for commencement of provision of the service or combined offer of services by the company and the moment at which it is actually made available;
- f) **Speed**ⁱ - Quantity of transmitted data (bits), detailed according to direction (upload/download) per unit of time (second), measured in bits per second (kbps, Mbps, or Gbps).

Download - Data transmission from a device on the network to the terminal equipment of the subscriber;

Upload - Data transmission from the terminal equipment of the subscriber to any other device on the network.

The following terms are associated with speed:

i) In fixed networks

– Minimum speed - Minimum speed of data transmission guaranteed contractually by the ISP on the user's access to the Internet access service. The speed, measured at any time, may never fall below this value, except in the event of complete failure of the Internet access service;

– Speed normally available - Speed of data transmission speed which can be expected by the user the majority of the time (to be reported as a percentage, with indication of the period of time taken as a reference for its calculation) when using the Internet access service;

– Maximum speed - Maximum data transmission speed set in the contract that an end-user can expect at least for a certain period of the day (to be specified), technically obtained under specific conditions of use/measurement of the contracted Internet access service;

– Advertised speed - Data transmission speed value which the company associates with its offerings where including the Internet access service and as set out in its commercial communications, in particular in advertising or marketing communications and in the respective contract.

ii) In mobile networks

– Estimated maximum speed - Maximum speed realistically attainable under the contract, depending on the place of use, terminal equipment used and the supporting technology;

– Advertised estimate speed - Speed the company is realistically able to provide end-users.

ⁱ It must be explained whether the speed refers solely to the transmission of payload data or also includes the transmission of data in respect of information such as error control and correction, redundancy and other headers.