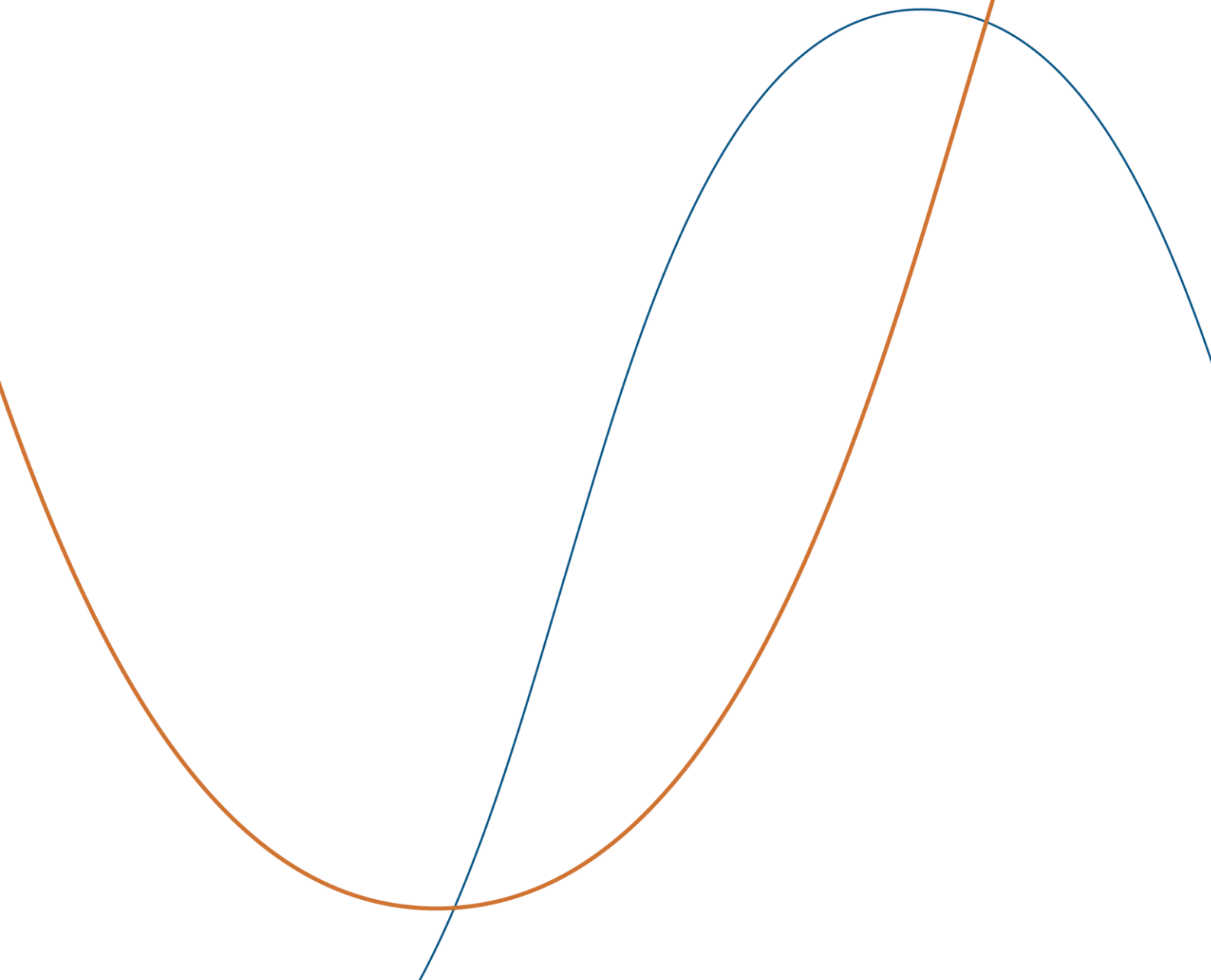


Guidelines for providers of electronic communications services

A brief summary of selected obligations following the Norwegian regulations on electronic communications

July 2015



Introduction

In Norway one does not need the permission of the authorities to offer most electronic communications services. However, a number of obligations do follow from the right to offer electronic communications to the general public, and an overview of some of the most important of these are included in this document.

These obligations follow from the Electronic Communications Act¹ and corresponding regulations (the Ecom Regulations², the Numbering Regulations³ etc.). The summary of obligations given in this document is neither complete nor exhaustive and it is the responsibility of the provider himself to be aware of the obligations with which he must comply. Some of the obligations apply to all providers of electronic communications networks and public electronic communications services (ecom providers), while other obligations only apply to providers of publicly available telephone service (telephony providers).

If the obligations are not complied with, sanctions may be imposed. These are discussed after the description of obligations. Administrative charges payable by providers are also discussed.

Contact the Norwegian Communications Authority (Nkom) if you are in any doubt about the rights and obligations which follow from the ecom regulations.

The regulations primarily identify two types of provider, which have somewhat different obligations:

1) Ecom provider: all providers of electronic communications networks and electronic communications services. In the Electronic Communications Act, providers are defined as: «*any natural or legal person that offers others access to an electronic communications network or service*», cf. section 1-5, paragraph 16. The terms electronic communications, network and service are explained in the annex to this document.

2) Telephony provider: an ecom provider that offers publicly available telephone service. See the attachment for the Electronic Communications Act's definition of telephone service. Telephone service covers both mobile and traditional fixed telephony (PSTN/ISDN). Telephone service also includes broadband telephony that is designed for end-to-end connectivity, i.e. that enables one to both make and receive calls from mobile and fixed (PSTN/ISDN) networks. See [Nkom's memorandum of 14 June 2006](#)⁴ (Norwegian only) for a more detailed discussion of broadband telephony.

Ecom providers are subject to the following obligations, inter alia:

1. Obligation to register.
2. Obligation of confidentiality and obligations regarding communications control.
3. Obligations regarding premium rate services.
4. Obligation regarding restrictions on use.
5. Obligations regarding access.
6. Obligation to provide information.
7. Obligation to offer a contract.
8. Obligation to notify of changes to the contract.

¹ Act relating to Electronic Communications of 4 July 2003 No. 83

² Regulations on Electronic Communications Networks and Services of 16 February 2004 No. 401

³ Regulations on Numbering Resources for Electronic Communications Networks and Services of 16 February 2004 No. 426

⁴ Nkom document 0405885-47

Telephony providers are additionally subject to the following obligations:

9. Obligation to inform of terms of supply.
10. Obligation to clearly identify end-users.
11. Obligations regarding emergency calls, including geographical location of emergency calls.
12. Obligations regarding number information.
13. Obligations regarding transfer of number when changing provider (number portability).

General regulations:

14. Sanctions.
15. Administrative charges.

Part I: Obligations for all ecom providers

1. Obligation to register

See the Electronic Communications Act section 2-1, cf. Ecom Regulations section 1-2.

The market for electronic communications is open to all those who wish to establish themselves and permission from the authorities is not required. Most types of ecom providers do however have an obligation to register their business with Nkom. For such providers, registration is necessary in order to operate legally. Registration must take place before or simultaneously with the commencement of activities.

These ecom providers have an obligation to register:

- Providers which install, operate and give access to electronic communications networks that are used for offering a public electronic communications service.
- Providers of publicly available telephone services.
- Providers of transmission capacity (e.g. leased lines and dark fiber).

Providers which do not fall under these categories – e.g., providers of content services, data transfer services where the provider does not install or operate its own (physical) network and telephony providers where the service is not or is only partially designed for end-to-end connectivity – are not obliged to register

Registration with Nkom is done by filling in the [registration form](#), which is signed by a person able to legally bind the company. The form is sent to Nkom together with relevant attachments by ordinary post by [e-mail](#).

Once the form has been sent to Nkom, the provider may offer its products and services in the market. The company's registration will appear in Nkom's [list of registered providers](#).

Nkom must be notified of any changes in regard to the information reported as quickly as possible.

2. Obligation of confidentiality and obligations regarding communications control

See the Electronic Communications Act sections 2-8 and 2-9.

All ecom providers have an obligation of confidentiality regarding their customers' and others' use of services which the provider sells. This includes information about the content of electronic communications and others' use of electronic communications, e.g. traffic data.

The provision in section 2-9 is intended to safeguard considerations of the end-user's confidentiality and data protection, and this means that as a general rule the provider may not distribute information which is covered by the legally required obligation of confidentiality. For more information about data protection in electronic communications, see [specific guidelines](#) (only in Norwegian).

However, in certain circumstances the police and prosecuting authority do have the authority to demand the handover of electronic communications. Nkom may at the request of the authority release the provider from the legally required obligation of confidentiality, but a specific assessment of this is made in each individual case. If the police and prosecuting authority is allowed such a release in addition to having a seizure order (see the Criminal Procedure Act⁵, section 203 et seq.) or court order (see the Criminal Procedure Act, section 210), the provider must hand over the information covered by Nkom's decision on release.

The police may also obtain a court ruling to permit telephone tapping and other communications control (see chapter 16a and 16b of the Criminal Procedure Act). In such cases the consent of Nkom is not required. Read more about the police's access to electronic communications in the [guidelines](#) mentioned above.

Ecom providers are obligated to facilitate electronic communications networks and services so that statutory access to information of end-user and electronic communications are secured, cf. the Electronic Communications Act section 2-8.

3. Obligations regarding premium rate services

See the Electronic Communications Act section 2-12, cf. Ecom Regulations chapter 5a.

Premium rate services are content services that are offered over electronic communications networks and are invoiced together with electronic communications services (telephone account, broadband account etc.). The services may be offered as mobile content (for example SMS for 4/5 digit short numbers, i.e. CPA platforms), over the Internet or via telephone services (820/829 numbers).

Among other things, the regulations require ecom providers to offer end-users the possibility of blocking all access to premium rate services. The provider is also to ensure that the end-user, without charge, receives price information about the premium rate service before it is provided.

The provider must further ensure that children and youths under 18 are not offered content that is not permitted to be shown to this age group. Parents are to be offered to register children and youths under 18 as users of a subscription.

It is the ecom provider which invoices the content service on behalf of the content supplier and which is thereby fully responsible to its customers for the services. The ecom provider should have an arrangement for handling complaints and customers are not to be directed to the

⁵ Act relating to Legal Procedure in Criminal Cases of 22 May 1981 No. 25

content supplier. If provider and customer cannot come to agreement, [the User Complaint Board for Electronic Communications \(BKN\)](#) (Norwegian only) may handle the complaint.

4. Obligation regarding restrictions on use

See the Electronic Communications Act section § 2-5.

A typical restriction on use would be that a provider stops the supply of an ecom service to another provider. This is a serious intrusion with significant consequences for provider and customers.

Ecom providers must obtain approval from Nkom in order to take use-restricting measures against another provider, cf. section 2-5, paragraph six.⁶ Use-restricting measures mean actions such as the interruption or other functional limitation of the use of networks or services. Use-restricting measures may also include denial of connection.

In order for Nkom to decide on approval of restriction on use, such a measure must be seen to be both necessary and appropriate. In the decision giving approval of restriction on use, there will normally be a requirement to notify end-users who will be affected by the restriction on use. Such notification should give end-users both encouragement and time to consider whether they should change providers.

In order for a case to be considered as a use-restricting measure requiring Nkom's consent, there should normally be a contract between the parties and proof that this has been breached.

This provision does not limit the provider's introducing use-restricting measures against another provider in the event of payment default, cf. paragraph five. In such cases the provider will be allowed to initiate use-restricting measures without having to obtain special permission from Nkom beforehand. This provision was introduced in 2013 on the grounds that it should not be up to Nkom to decide whether there is a payment default between operators, since this is regarded as a question of a private law character.⁷ Even though approval from Nkom is not required to take use-restricting measures in cases of payment defaults, Nkom is still to be notified when an operator is planning to use such a measure against another provider, cf. paragraph seven.

The operator the use-restricting measure is to be used against, as mentioned in paragraph five, is to be notified no later than one month before disconnection takes place. The provider is to notify its own affected operators and end-users immediately.

Paragraph five of section 2-5 also applies to end-users defaulting on their payments. See Ecom Regulations section 1-11 about procedures in such cases.

5. Obligations regarding access

See the Electronic Communications Act section 2-4 a.

Ecom providers are to ensure that end-users are able to gain access to all numbers

- in [the national numbering plan](#), including non-geographical numbers,

⁶ In the event of an emergency or in cases of interest to national security, is such approval not necessary, cf. section 2-5, paragraph two and five.

⁷ Cf. Proposition to the Storting 69 L (2012-2013) p. 100

- in the European numbering series +3883,
- in the numbering series +800 and
- in other EU/EEA countries' numbering plans, including non-geographic numbers.

The access obligation does not apply if the B-subscriber (called party) has chosen to limit the access from A-subscribers (calling party) within certain geographical areas. The obligation also does not apply if it is not technically or economically possible for the ecom provider to ensure such access. The latter is a narrow exemption and does not apply for calls to numbers in the Norwegian national numbering plan. It is particularly related to international calls to numbers that are not mobile or fixed numbers, e.g. premium rate services.

According to paragraph three of the provision, Nkom may require ecom providers to block access to numbers or services in cases of infringement of chapter two or three of the Marketing Control Act⁸. It is the Consumer Ombudsman which considers whether there are violations of the provisions of the Marketing Control Act. A [collaborative routine](#) between the Consumer Ombudsman and Nkom has been developed for such cases.

Paragraph three of section 2-4 a is intended as a «safeguard» for such cases where the provider does not stop the access on their own initiative. Permission from Nkom to block a number, is not a compulsory requirement in cases of fraud. Following the obligation of loyalty in contractual relationships there will in many cases be a general obligation for the provider to limit potential loss. Therefore, in cases of acute or imminent danger that the provider's customer(s) will be exposed to fraud and financial loss, the provider will be able to implement immediate blocking measures to limit the loss or risk of loss for the customer(s).

6. Obligation to provide information

See the Electronic Communications Act section § 10-3.

Nkom regularly collects statistical data on the Norwegian ecom market. Typically, information will be collected about numbers of subscriptions, sales and traffic (minutes, SMS or data). This is done on a full year and half year basis. Full year statistics are more comprehensive than half year statistics. Providers covered by the statistical collection are sent the decision of collecting information on the ecom market. Providers are also sent a link to [Altinn](#) through which the provider can log on and fill in the relevant information electronically. All providers affected must comply with this information obligation.

The data collected is used in connection with ongoing market surveillance and regulation of providers in the ecom market. Part of the data collected is also made available in the form of reports on the ecom market. These are published on Nkoms [website](#).

In addition to the regular collection of statistics, Nkom may require other information to be provided that is necessary to the implementation of the provisions of the Electronic Communications Act.

⁸ Act relating to the Control of Marketing and Contract Terms and Conditions, etc. of 9 January 2009 No. 2

7. Obligation to offer a contract

See the Electronic Communications Act section 2-4, paragraph one and four, cf. Ecom Regulations section 1-8, paragraph one.

Ecom providers are required to offer end-users a contract for subscription services, including pre-paid card services. The agreement should include information about:

- the provider's name and address
- the scope of the contract, including relevant information about networks and services, quality parameters, maintenance conditions and date of connection
- prices and information about where to access updated information about prices
- duration of the contract and conditions for renewal and termination
- compensation and repayment arrangements in the event of defects or non-delivery
- reservation arrangements for directory enquiry services and premium rate services
- complaints procedures

In accordance with section 2-4, paragraph four, the contract may not have longer commitment periods than 12 months. In particular cases it is allowed with contracts with commitment periods up to 24 months. However, this is only when it is clearly in the end-user's interest with a commitment period beyond 12 months (e.g. when entering collective contracts with housing associations).⁹ Commitment period terms imply that the provider offers the end-user an economic advantage. Providers must, free of charge for the end-user, inform end-user of the code for the operator lock when the commitment period expires.

The regulations of commitment periods may be disregarded when the end-user is not a consumer. cf. section 2-4, paragraph five.

8. Obligation to notify end-users of changes to the contract

See the Electronic Communications Act section 2-4, paragraph three, cf. Ecom Regulations section 1-8, paragraph two.

The provision in section 2-4, paragraph three, gives notification requirements in case of changes to or termination of the contract between the provider and the end-user. It does not in itself give providers the legal right to unilaterally change the contract with the end-user. It imposes obligations on the provider and provides rights for the end-user in cases where the provider already has a legal/contractual right to make changes. The provision of paragraph three may be disregarded outside of consumer contracts, cf. paragraph five.

Ecom providers are to notify the customer about changes in the contract at least one month before the changes are implemented.

Customers that do not accept the changes have the right to terminate the contract free-of-charge effective from the date of the changes. Providers are obligated to inform the end-users of their right to withdraw from the contract when informing of the changes.

The requirements on the form and content of the notification vary depending on the type of change. There are several ways to notify the customers, e.g. by mail, e-mail, telephone, SMS and information on the provider's website or in the media. In assessing whether the requirements of notice are met, the method of notification is one of the variables. It has to be adapted to the changes that are to be notified and the kind of service the changes will affect.

⁹ Cf. Proposition to the Storting 69 L (2012-2013) p. 98

Generally, the bigger the significance the change will have for the customer, the greater the requirements to the form and content of the notification.

End-users that do not accept changes for contracts with an ongoing commitment period, may only terminate the contract in accordance with paragraph three if the changes are in disfavour of the end-user, cf. section 2-4, paragraph four.

Part II: Obligations for telephony providers

9. Obligation to inform of terms of supply

See *Electronic Communications Act section 2-4, paragraph one, cf. Ecom Regulations sections 1-7 and 1-11.*

Telephony providers have, in accordance with Ecom Regulations section 1-7, an obligation to prepare and publish terms of supply for their offers.

The information being published is to be clear and updated and have to include, among other things, information about:

- the provider's name and address
- what the publicly available telephone service comprises, including additional services
- prices for access, use and maintenance, including fixed and variable prices, discounts and special price plans
- compensation and repayment arrangements
- maintenance services
- reservation arrangements
- reservation arrangements for directory enquiry services and premium rate services
- standard terms of supply, including any conditions regarding duration
- complaints procedures

In accordance with Ecom Regulations section 1-11, the telephony providers need to have procedures for handling non-payment by end-users. These procedures are to be appropriate and non-discriminatory. Providers have to remind non-paying end-users at of the overdue payment at least once before initiating closure of service or restrictions on use. Closure or restrictions can be initiated no earlier than one month after prior notice to the end-user. As far as is technically possible, only services affected should be closed. The end-user is to be able to call the emergency services, even if outgoing calls are blocked.

10. Obligation to clearly identify end-users

See *the Electronic Communications Act section 2-4, paragraph two and Ecom Regulations sections 1-10 and 6-2.*

At the entering, modification or termination of a contract, telephony providers are obligated to ensure that the end-user is clearly identified. The provider must be able to document the identity check afterwards.

Telephony providers themselves may to some extent evaluate what is an appropriate method for identifying end-users. High security in regard to the end-user's identity will be particularly important when the contract is entered into, when the subscription is transferred to another end-user and when changing information about an end-user with a secret number. High

security in regard to the end-user's identity may be achieved both by physical and electronic identification.

Providers may require that the end-user presents valid identification to ensure that the end-user is clearly identified when entering a contract. Valid identification includes identification issued by a public authority or other body, which has an adequate control routine for the issuing of documents, when the documents have a satisfactory level of security and includes full name, signature, photograph and a national ID-number or [D-number](#). For end-users who have not been assigned a Norwegian national ID-number or D-number, identity documents also have to include date and place of birth, sex and nationality.

Public telephony services are not to be used before the end-user is clearly identified. The provider has, as mentioned above, the responsibility for fulfilling this requirement, and is to be able to document that – and in which way – the identity control has been carried out. This may be done by keeping a reference to which identification document that has been used to confirm the customer's identity.

Nkom has made additional specifications regarding the obligation to clearly identify end-users in a [letter of 8 November 2004](#) (Norwegian only)¹⁰.

According to Ecom Regulations section 1-10, the provider receiving and end-user by re-selling of subscriptions for electronic communications services or any other form of contracts regarding deliverance telephony services or internet access, has to obtain written authorization from the end-user before changing provider.¹¹ Authorization given by e-mail or SMS is considered as satisfactory written authorization.

11. Obligations regarding emergency calls, including geographical location of emergency calls.

See the Electronic Communications Act section 2-6 and Ecom Regulations section 6-2a.

Providers which offer end-users an electronic communications service which allows the user to make domestic calls to one or more numbers in the national numbering plan, has to ensure that the end-users have the possibility to make calls to the emergency services' call centre. End-users are to be able to call the emergency services free of charge, and without having to use coins, cards, codes or other means of access.

According to Ecom Regulations section 6-2a, for calls to emergency services' call services, provider of telephony¹² has to transmit the following to the emergency services:

- the telephone number of the caller (A-number)
- first name, last name and middle name or company name of the end-user (or of registered user)
- registered address

The obligation to provide caller location information applies regardless of the technology used to offer the telephony services. The emergency call is to be routed to the nearest public-safety answering point (PSAP).¹³

¹⁰ Nkom document 0400631-33

¹¹ This obligation applies all ecom providers in general, but is however most relevant for telephony providers.

¹² In principle, this obligation also applies to owners of electronic communications networks that are used to supply publicly available telephone services, but is most relevant for telephony providers.

For calls from mobile phones information of the location of the mobile terminal is to be transmitted to the emergency services, in addition to the information mentioned above. The accuracy shall correspond to a minimum of that achieved by combining the base station's estimated coverage area, sector specification and calculation of the terminal's distance from the base station, cf. Ecom Regulations section § 6-2a, second paragraph.

According to the third paragraph, when the emergency call originates from an IP-telephone, the emergency services are to be notified that the transmitted address may differ from caller's actual location.

Nkom has elaborated on the obligations of providing caller location for providers of mVoIP services in a [policy document on assignment and use of mobile numbers for land mobile services of 11 December 2014](#)¹⁴.

The electronic communications sector has developed a solution for the transmission of caller location, and this is offered by the Norwegian national reference database, [Nasjonal Referansedatabase AS \(NRDB\)](#).

12. Obligations regarding number information

See *the Electronic Communications Act section 7-4, cf. Ecom Regulations sections 6-2 and 6-3.*

Telephony providers are obligated to keep records of every end-user's name, address and number/address for the provided service (information for directory enquiry services), cf. Ecom Regulations section 6-2.

End-users shall to be able to verify, correct or withdraw registered information free of charge. End-users have the right to opt out entirely or partially from their number, name or address information to be made available for the public / directory enquiry services. Telephony provider Telephony providers have to inform end-users that such an opt out from directory enquiry services may be done free of charge.

Telephony providers are obligated to make information for directory enquiry services pursuant to section 6-2 available in an objective and non-discriminatory way, and at cost-oriented prices on request from providers of directory enquiry services, when the information is meant for use in such services, cf. section 6-2, paragraph one.

Information to be transmitted in accordance with section 6-3, paragraph one, is as follows:

1. unique ID; date of birth or organization number
2. user's last name, first name and middle name (for personal users) or company name.
When the legal owner of a subscription and the user is not the same, only user's name is to be transmitted
3. street name or postal address
4. house number
5. postal number
6. city/town
7. telephone number
8. type of service, i.e. whether the number is used for a fixed-line telephone, mobile phone or fax

¹³ Cf. Prop. 69 L (2012-2013) p. 101

¹⁴ Nkom reference 1404629

The providers are to cover their own costs of facilitating transmission of information for directory enquiry services. The directory enquiry service providers are to cover any direct transmission costs.

Statements from Nkom and the Ministry of Transport and Communications to clarify the obligations regarding directory enquiry services may be found at Nkom's [website](#) (Norwegian only).

Under the guidance of Nkom, the industry has negotiated a standard agreement regarding exchange of information for directory enquiry services, an agreement recommended by Nkom. The agreement is posted on Nkom's [website](#) (Norwegian only).

Secret numbers, see Ecom Regulations section 6-6.

Telephony providers that offers end-users the service *secret number*, has to ensure that this service as a minimum requirement contains full reservation against information on end-user's number, name and address being disclosed to the public / directory enquiry services, and a reservation against display of the end-user's number, cf. Ecom Regulations section 6-1 regarding caller ID. When porting (see section 13 below) a secret number, the old provider has to inform the new provider of the number's status as secret. The new provider has to continue the service *secret number*.

13. Obligations regarding transfer of number when changing provider (number portability)

See the Electronic Communications Act section 7-3, cf. Ecom Regulations sections 3-5 et seq. and 1-10.

End-user has the right to keep his or her number when changing telephony provider.¹⁵ The new provider has to obtain a written authorization from the end-user before changing providers. The authorization has to contain an unambiguous identification of the end-user and a positive consent to the change of provider. Also authorization given by e-mail, SMS or fax is considered as a written authorization. The old provider is obligated to implement the transfer of the number at the end of the following working day after receiving a correct request from the new provider, at the latest.

The provisions regarding number portability are mandatory. A provider cannot deny the porting of a number on account of an unsettled claim against the end-user. Neither is the end-user to be billed for the costs of porting.

If the old provider becomes bankrupt, the estate is obligated to fulfil the portability obligation. This may be done either by the estate or the debtor itself approving the porting orders, or by the estate giving a written authorization to the Norwegian national reference database, Nasjonal Referansedatabase AS (NRDB), saying that all transfers are to be approved.

¹⁵ This obligation only applies to providers using numbers from the national numbering plan (E.164) in accordance with Numbering Regulations section 16. End-user's right only applies for these kinds of numbers, and not IP-addresses, domain names, e-mail addresses or the like.

For further information, please consult the [administrative routines for number portability](#) (Norwegian only). Also consult what is said on number portability under section 12 of these guidelines.

Part III: General provisions

14. Sanctions

See the Electronic Communications Act sections 10-6 (orders to take corrective action and make changes, etc.), 10-7 (coercive fines), 10-8 (revocation), 10-9 (closure), 10-10 (orders to stop sales and recall of radio and terminal equipment), 10-12 (reimbursement between providers), 10-13 (infringement fees, cf. Ecom Regulations section 10-3a) and 12-4 (penalties).

If the obligations that follow from the ecom regulations are not complied with, Nkom has the authority to notify/decide on orders to take corrective action / make changes in accordance with section 10-6 of the Electronic Communications Act, if necessary combined with a notification of coercive fines in accordance with section 10-7. In principle, coercive fines are imposed in all cases where a provider does not take comply with an obligation. According to the provision of section 10-13, Nkom also has the possibility to impose administrative fees, if necessary in combination with coercive fines.

Administrative fees are imposed after a breach of the regulations, while coercive fines have an advanced effect.

Section 10-19 of the Electronic Communications Act also allows Nkom to close services, e.g. if a provider does not take corrective action, in spite of coercive fines having been imposed.

Other possible sanctions in accordance with the act follow from sections 10-8 (revocation), 10-10 (orders to stop sale etc.), 10-12 (reimbursement) and 12-4 (penalties).

15. Administrative charges

Nkom is, amongst other things, financed by administrative charges paid by ecom providers. This is pursuant to the Electronic Communications Act section 12-1 and [Regulations](#) on Administrative Charges Payable to the Norwegian Communications Authority of 21 February 2005 No. 168 (Norwegian only).

Providers of electronic communications networks, electronic communications services and associated facilities with a turnover of more than NOK 30 million in the previous year must pay administrative charges. These charges constitute a proportionate part of the fee the Norwegian parliament has decided that Nkom is to collect. The calculation of these charges is determined by the abovementioned regulations. There are other charges that are also stipulated in the same regulations, such as charges for radio frequency licences, charges for transmitter licences, charges for the use of numbering, name and address resources etc.

ANNEX

Term	Definition in accordance with the Ecom Act section 1-5 with remarks
Electronic communications	Transmission of sound, text, pictures or other data using electromagnetic signals in free space or by cable in a system for signal transmission. <ul style="list-style-type: none"> • <i>E.g. signals for the transmission of telephone calls or SMS.</i>
Electronic communications network	Electronic communications system that includes radio equipment, switches, other connection and routing equipment, associated equipment or functions. <ul style="list-style-type: none"> • <i>E.g. networks for mobile or fixed telephony.</i>
Electronic communications service	Service that wholly or primarily comprises conveyance of electronic communications and that is normally provided for a fee. <ul style="list-style-type: none"> • <i>E.g. broadband services, telephone services or SMS services.</i>
Public electronic communications service	Electronic communications service that is accessible to the public or intended for use by the public. <ul style="list-style-type: none"> • <i>For example offers of broadband services, telephone services or SMS services which are publicly available. Services which are internal within a company or a closed user group are not included.</i>
Telephone service	Electronic communications service that directly or indirectly establish or receive national and international voice connections using one or more numbers from a national or international numbering plan. <ul style="list-style-type: none"> • <i>Includes fixed telephony (PSTN/ISDN), mobile telephony and broadband telephony that is designed for end-to-end connectivity.</i>
Publicly available telephone service	Telephone service that is accessible to the public or intended for use by the public. (Follows by assumption from the definition of public electronic communications service.)
Transmission capacity	Electronic communications service, normally in the form of permanently established capacity for signal transmission as an input factor for service production or as transmission between different geographic addresses for end-users. <ul style="list-style-type: none"> • <i>Often referred to as leased lines.</i>
End-user	Any natural or legal person that concludes an agreement on access to an electronic communications network or service for own use or hire. <ul style="list-style-type: none"> • <i>Subscriber, the one who is responsible for paying invoices or who enters into a pre-paid card agreement.</i>
User	Any natural or legal person that uses electronic communications networks or services for own use or as an input factor for producing other services. <ul style="list-style-type: none"> • <i>End user, but also anyone who uses ecom services without themselves being a subscriber. Also includes providers of ecom services who buy an ecom service from another provider and use this service as an input factor for producing an own service.</i>