

CONDITIONS OF OPERATION AND PROVISION OF POSTAL SERVICES UNDER THE REGIME OF THE SIMPLE DECLARATION

CHAPTER 1: GENERAL CONDITIONS

Article 1: compliance with the legal framework

The Operator is required to strictly comply with the provisions of the regulations and laws in force, the decisions of the Regulatory Authority and the current conditions for the operation and provision of postal services under the regime of the simple declaration.

Article 2: Premises

The premises of the operator must be specially equipped and of a size suitable for the operation, provision of services and reception of Users. These premises must be easily accessible and consider the needs of persons with reduced mobility.

Article 3: Sign

The Operator is required to display a sign on the front of its points of presence clearly indicating, in Arabic and, where applicable, in a foreign language, its company name or corporate name or trade name, and its logo.

No Operator may use the label 'Post Office'.

Article 4: Logo and visual identification

The Operator must have a logo representing its entity, affixed to envelopes, parcels and other postal items, badges, as well as to the vehicles and motorcycles comprising its fleet.

Article 5: Operator's agents

The Operator is required to provide its agents with badges enabling their identification (surname, first name and photograph) and the identification of the Operator (company name or trade name or name and trade name, where applicable, and logo).

It shall take great care to ensure that its agents, particularly those in direct contact with Users, are dressed in decent and respectable attire, in keeping with the requirements of the postal activity.

Article 6: Quality of service and security of mail items

The Operator undertakes to implement all necessary measures to ensure an optimal level of quality and satisfactory availability of Postal Services.

It is required to take all necessary technical, organisational and operational measures to guarantee the security, confidentiality and integrity of the postal items entrusted to it, from collection to delivery.

It is required to deliver Postal Items within the time limits stated in its declaration of intent or communicated to the Regulatory Authority.

CHAPTER 2: COMMERCIAL CONDITIONS

Article 7: Launch of Postal Services

The Operator is required to inform the Regulatory Authority as soon as Postal Services are effectively launched.

Article 8: User Rights

The Postal Operator operating under the simple declaration regime is required to guarantee the protection of User rights in the operation of its services, in accordance with the legislation and regulations in force.

In this regard, the Operator undertakes, in particular, to:

- Provide Users with clear, accurate and accessible information on Postal Services, applicable rates, conveyance times and the general terms and conditions of its services. This information must be displayed in a visible and legible manner at each of its Points of Presence and published on its website, where applicable;
- Take the necessary measures to avoid the risk of loss, damage or violation of the integrity of Postal Items or delays in their conveyance;
- Provide postal services to users under objective, transparent and non-discriminatory conditions.
- Inform users of the compensation arrangements applicable in the event of loss or damage, in accordance with the regulations in force.

Article 9: Setting of tariffs and deployment

The Operator shall benefit from:

- Freedom to set tariffs for postal services, without prejudice to the laws and regulations governing competition;
- Freedom to establish an overall pricing system that may include discounts and, where applicable, compensation for delays in delivery, in accordance with the provisions of Article 8 above;
- Freedom to determine its marketing and deployment policy within the national territory.

Article 10: Labelling and packaging of Postal Items

Postal Items must be contained in appropriate packaging.

Postal Items must be labelled clearly indicating the Operator, the identities of the Sender and the Recipient, and their respective addresses.

Article 11: Traceability of Postal Items

The Operator must have the means to certify receipt of Postal Items delivered by their Sender and their actual delivery to the Recipient.

It must record all data relating to the operations it carries out in such a way as to enable their traceability and store them on any appropriate and secure medium.

Article 12: Loss of or damage to postal items

In the event of loss or damage to a postal item handed over to the operator, the latter is required to pay compensation to the sender in accordance with the regulations in force, unless the damage was caused by the fault or negligence of the sender or was due to the nature of the item.

Article 13: Means of payment for postal services

The Operator is required to offer to Users and promote electronic payment for postal services. It must allow Users to use at least one mean of electronic payment, in particular an electronic payment terminal (EPT).

CHAPTER 3: OBLIGATIONS OF OPERATORS

Article 14: Protection of personal data

The Operator guarantees the protection of personal data, in particular those collected and stored in the course of the operation of its Postal services, in accordance with the legislation in force.

Article 15: Control

The regulatory authority is authorised to carry out any inspection to ensure that the Operator's activities comply with the legislation, the regulations in force and the decisions of the regulatory authority.

The Operator is required to facilitate access to its premises and to the requested information for the Regulatory Authority's agents.

Article 16: Handling of complaints

The operator shall log, on a dedicated medium, any complaint lodged by a User, and ensure processing and rigorous follow-up thereof.

The Operator shall inform the user of the outcome of their complaint, within seven (7) working days from the date of its submission.

A quarterly report on complaints received and the measures taken thereon shall be transmitted to the Regulatory Authority as per the terms it specifies.

Article 17: confidentiality and secrecy of correspondences

Notwithstanding the provisions of article 21 sub-mentioned, the Operator is bound to respect the confidentiality of items placed under its responsibility and must not under any circumstances breach the secrecy of correspondences.

Article 18: Transmission of required documents

The Operator shall provide any information or document, relating to its postal activity, requested by the Regulatory Authority.

Article 19: Information on modifications

The Operator shall inform the regulatory authority, within a period not exceeding 30 days, by any written means, of any changes in the information contained in its intent statement and in the supporting documents, in particular:

- its corporate name or registered name and/or legal status for companies, or its trading name where applicable for natural persons;
- the structure of its share capital;
- the address of its registered office or the Point of presence hosting the postal activity;
- the identity and contact details of the designated contact person;
- its logo;
- the content of the service;
- its geographical coverage, including any extension, removal or modification of Points of presence;
- the tariffs applied and their effective date of entry into force;
- the delivery times.

Article 20: Contribution to the universal service

The Operator shall pay a contribution to the financing of the universal postal service in accordance with the legislation and regulations in force.

Article 21: verification of postal items

Without prejudice to the provisions of Article 17 above, the Operator shall carry out a visual check or any other appropriate means of verification of the postal items handed over to it, in compliance with the legislation and regulations in force.

Article 22: Prohibited items

The following may in no circumstances be the subject of postal services: prohibited products, dangerous goods within the meaning of the regulations in force, electronic means of payment issued by financial institutions not authorised in Algeria (bank cards), as well as items prohibited by the Universal Postal Union (UPU).

Are particularly considered non-admissible postal items:

- Objects the possession, circulation or marketing of which is prohibited by the legislation and regulations in force, in particular narcotics, psychotropic substances, weapons, ammunition, explosives and dangerous substances, pyrotechnic products;
- objects prejudicial to public order, public security, national defence, public morals or to standards of decency;
- counterfeit or fraudulent items, or items that violate intellectual property rights, in accordance with the laws and regulations in force;
- items prohibited by the Universal Postal Union (UPU) Convention and its Regulations of Execution, in particular those liable to present a danger to postal staff or to damage other postal items;
- coins, banknotes and precious metals (gold, diamonds, etc.);
- objects the possession, use and circulation of which are subject to authorisation, in accordance with the legislation and regulations in force.

Where the Operator becomes aware of or suspects the presence of a prohibited postal item, it shall refuse acceptance of the item or interrupt its conveyance and delivery, and shall without delay inform the competent authorities, in accordance with the legislation in force.

CHAPTER 4: SPECIAL CONDITIONS

Article 23: Subcontracting

Any subcontracting of postal activities may only be carried out for the benefit of, or by, an Operator holding a valid certificate of registration. It is subject to the conclusion of a written contract, which must be transmitted to the Regulatory Authority upon its conclusion.

Article 24: Force Majeure

The Operator shall not be liable for delays arising from events of force majeure that may occur in the performance of postal services. It shall immediately inform the User thereof.

Where the Operator invokes an event of force majeure, it shall notify the Regulatory Authority in any writing mean, within a period of ten (10) days from the date of its occurrence, accompanied by the relevant information and supporting evidence.

Article 25: Withdrawal of the Certificate of Registration

The withdrawal of the certificate of registration and the cessation of postal activities constitutes a sanction imposed by the Regulatory Authority by a reasoned decision, in accordance with the provisions of Article 38 of Law No 18-04 of 10 May 2018 on postal and electronic communications.

The withdrawal of the certificate of registration by the Regulatory Authority results in the immediate prohibition on carrying out postal activities from the date of notification of the withdrawal decision.

Nevertheless, and in order to preserve the rights of Users and ensure the conveyance and delivery of postal items in the Operator's possession, the Operator shall, prior to the notification of the withdrawal decision, complete the

conveyance and delivery of such items to their addressees within a period not exceeding ten (10) days from the date of notification.

From the date of notification of the withdrawal of the certificate of registration to the Operator, the latter may not collect any Postal Items.

Article 26: Sanctions

In accordance with the legislation in force, any Operator that carries out activities subject to the exclusivity regime shall be punished by imprisonment for a term of six (6) months to two (2) years and a fine of 500,000 to 1,000,000 Algerian dinars.

Any Operator that uses the designation "Post" shall be liable to the same penalty.

Algiers, on.....

Name and surname :

Title.....

"Read and approved"

Signature