



**Notifications of National Broadcasting and Telecommunications Commission
Re: Mobile Virtual Network Operator Service**

Whereas it is expedient to revise the Notifications of National Broadcasting and Telecommunications Commission Re: Mobile Virtual Network Operator Service B.E. 2556 (2013), dated 24 th April B.E. 2556 (2013) in consistent with the current business situation, to promote free and fair competition, to promote market entry for small entrant in order to escalate mobile telephone service competition and to provide more service alternatives to customers in mobile telephone services.

By section 27 (3) (6) (11) (24) and section 81 of the Act on Organization to Assign Radio Frequency and to Regulate the Broadcasting and Telecommunications Services B.E. 2553 (2010), in conjunction with Section 7, Section 9, Section 19, Section 21, and Section 63 of Telecommunications Business Act B.E. 2544 (2001), and section 8 of Telecommunications Business Act B.E. 2544 (2001) amended by the Telecommunications Business Act (No. 2) B.E. 2549 (2006), the National Broadcasting and Telecommunications Commission hereby issue the Notifications as follows:

Clause 1 This Notification shall come into force from the date following the date of its publication in the Royal Gazette.

Clause 2 The Notification of National Broadcasting and Telecommunications Commissions Re: Mobile Virtual Network Operator Service B.E. 2556 (2013), dated 24th April B.E. 2556 (2013) shall be repealed.

Clause 3 Other Notifications, Regulations, Rules and Orders on the parts duly prescribed in, or contradictory to, or inconsistent with, this Notification, shall be superseded by this Notification.

Mobile Virtual Network Operator Service following the criteria and procedure prescribed in this Notification shall not be governed by The Notification of Operations of Telecommunication Business of Wholesale and Resale Service Types.

Clause 4 In This Notifications,

“Licensee” means the person granted Type Three Telecommunications Business License who operates mobile telephone service, is responsible for mobile telephone service wholesale within the scope of granting telecommunications business license of telecommunications laws.

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“Mobile virtual network operator licensee” means the licensee operating the mobile telephone service under own name which is not assigned to radio frequency and with no right to manage all or partial of radio frequency in mobile telephone service.

“Mobile virtual network operator licensee who sell mobile telephone service wholesale” means licensee granted with mobile telephone service wholesale which is not assigned the radio frequency and no right to manage the whole or partial of radio frequency in mobile telephone service.

“ Mobile telephone service wholesale” means the mobile telephone service wholesale selling to Mobile Virtual Network Operator Licensee or Mobile Virtual Network Operator Licensee who sell mobile telephone service wholesale

“Mobile telephone service wholesaler” means the licensee or Mobile Virtual Network Operator Licensee who sell mobile telephone service wholesale selling to the mobile telephone service wholesale provision.

“Mobile telephone service wholesale purchaser” means Mobile Virtual Network Operator Licensee or Mobile Virtual Network Operator Licensee who sell mobile telephone service wholesales purchasing to the mobile telephone service wholesale provision.

Chapter 1 General Rule

Clause 5 Any person with intention to operate mobile virtual network operator service or mobile virtual network operator service which sell mobile telephone service wholesales shall require a telecommunications business license granted by NBTC and also comply with the process of Criteria and Procedure for Granting Telecommunications Business License that NBTC announced.

Clause 6 Mobile virtual network operator licensee operates mobile telephone service wholesale has the same rights and duty as mobile virtual network operator licensee who sell mobile telephone service wholesale.

Clause 7 Mobile telephone service wholesaler shall have the rights and duties as follows:

- (1) Provide mobile telephone service wholesale offer
- (2) Inform required and accurate information to mobile telephone service wholesale Purchaser for operate mobile telephone service when requested.
- (3) Negotiate for condition of mobile telephone service wholesale contract shall be conducted with ethics.

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(4) Facilitate mobile telephone service wholesale for effective technicality and commercial proficient.

(5) Do not monopolize, reduce or restrict the mobile telephone service operation.

(6) Non-discriminatory Action between the mobile telephone service wholesale purchaser.

(7) Shall maintain the rights, duties, contractual liabilities and other laws to the mobile telephone service wholesale purchaser.

Apart from rights and duties in paragraph one, licensee has duty to guarantee the mobile telephone service, not less than the service provided to own users; and the quality as stated in the Standard Notification NBTC announced; and has duty to execute and promote the essential technique required for mobile telephone service wholesale purchaser can execute the business as set by the NBTC or the Office of the NBTC.

Clause 8 The licensee may decline to mobile telephone service wholesaler only within the following cases:

(1) Mobile telephone network is inadequate for the provision of mobile telephone service wholesaler

(2) Mobile telephone service wholesaler carry certain technical problems that may interfere with the telecommunications operation or obstruct the Telecommunications.

(3) The Mobile Telephone Service Wholesale purchaser's financial situation causes inconsistency of business operation.

The licensee who refuses to sell the Mobile Telephone Service Wholesale in paragraph one shall inform or declare reason(s) for that refusal to the NBTC within 30 days from the date on refusal.

Clause 9 Mobile Virtual Network Operator Licensee who sell Mobile Telephone Service Wholesale may decline services to Mobile Telephone Service Wholesale only within the following cases:

(1) Inadequate services for Mobile Telephone Service Wholesale.

(2) The Mobile Telephone Service Wholesale purchaser's financial situation causes inconsistency of business operation.

Mobile virtual network operator licensee selling mobile telephone service wholesale who decline the mobile telephone service wholesale in paragraph one shall inform or declare reason(s) of refusal to the NBTC within 30 days from the date of refusal.

Clause 10 Mobile telephone service wholesaler; who was complained against or accused of failing to comply with Clause 7 or refused the mobile telephone service wholesale as stated in Clause 8 or Clause 9, is obliged to prove own compliance with Clause 7 or justify the refusal of services in pursuant to Clause 8 or Clause 9.

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Clause 11 Mobile virtual network operator licensee shall have the rights and duty as follows:

(1) Shall have the rights, duties, contractual liabilities and other laws directly to their users, and shall not deny duties and liabilities, nor claim that such duties or liabilities belong to the licensee or Mobile Virtual Network Operator Licensee who wholesales the mobile telephone service licensee.

(2) Shall have own brand and trademark

(3) Shall provide mobile telephone service with the standard and quality of service as advertised, and in accordance to the service quality standard announced by NBTC.

Chapter 2

Offer of mobile telephone service wholesale

Clause 12 Licensee shall provide the mobile network wholesale offer with at least the following information:

(1) Voice

(2) Data

(3) Multimedia/Broadband Internet

(4) Value-Added Service from providing licensed telecommunication service such as Short Message Service (SMS)

Licensee shall offer mobile telephone service wholesale with technology capable of providing services not less than the services provided to their users however, not exclude licensee's promotional service.

Clause 13 Offer of mobile telephone service wholesale shall be in form of letter of intent to sell mobile telephone service wholesale with at least the following information:

(1) Details of mobile telephone service, requirements and conditions for mobile telephone service wholesale including the process and duration of negotiation mobile telephone service wholesale agreement.

(2) Requirements and technical details for mobile telephone service.

(3) Methods and procedures for mobile telephone service wholesale.

(4) Fee/Charges of Mobile Telephone Service Wholesale.

(5) Requirements about duties and responsibilities of mobile telephone service wholesaler and mobile telephone service purchaser, including conditions of confidentiality, safety measures for confidentiality and disclosure of information.

(6) Condition and steps for expanding, adding or reducing mobile telephone service.

(7) Process, procedure and duration of mobile telephone service wholesaler which inform on the handling of disputes and complaints from mobile telephone service wholesale purchaser.

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- (8) Provisions of liability for breach of contract terms.
- (9) Contract persons and address.

Clause 14 Offer of mobile telephone service wholesaler shall not be as follows:

- (1) The conditions that impose discrimination, separation and deprivation to the mobile telephone service wholesale purchaser.
- (2) The condition is unreasonable and resulted in monopoly or reduction or limited to telecommunications competition.
- (3) Fee/Charges from mobile telephone service wholesale is partial, unreasonable, or discriminate.
- (4) The condition causes users to lose benefits.

Clause 15 The licensee shall set fee/charges of the mobile telephone service wholesale to mobile telephone service wholesale purchaser that not exceed the average rate of service for each unit; within the rights of promoting sale, less capital cost as follows:

(1) The capital costs incurred by the licensee's retail services and other avoidable costs of the mobile phone service wholesale purchaser paid to the other mobile telephone service wholesale purchaser licensee who does not make the offer. When sum up the rate does not exceed 30 percent of the average service of each unit, within the Criteria for regulating domestic service rate of mobile telephone service. In this regards, The NBTC shall review the ratio of cost oriented base from the retail service of licensee following the period of reviewing service rate of Criteria for regulating domestic mobile telephone service rate or within the duration the NBTC set, in regard of technology evolution, market demand and competition condition.

(2) The cost of interconnection that mobile telephone service wholesale purchaser pay to licensed network interconnection providers (if any)

Clause 16 The mobile telephone service wholesalers have duty to disclose the proposal on mobile telephone service wholesale in general via mobile telephone service wholesaler's website and submit a copy of relating offers to mobile telephone service wholesale to the NBTC in the specified period following:

(1) In the case of being a mobile telephone service wholesalers prior to the date this Notification comes into force, shall send a copy within 90 days from this Notification comes into force.

(2) In the case of being a mobile telephone service wholesalers after the date this Notification comes into force, shall send a copy at least 90 days before the start of business.

In the case where the NBTC considers that the offer on mobile telephone service wholesale is not in accordance with this Notification or is contradictory to the law, the NBTC may order an amendment thereto within a specified period and disclose the amended offer on mobile telephone service wholesale in general.

Chapter 3

Process and Procedures for negotiating Mobile Telephone Service Wholesale Contract

Clause 17 Mobile telephone service wholesale purchaser who intend to purchase mobile telephone service wholesale shall issue a letter of intent expressing intention and ethics to the mobile telephone service wholesaler to do a mobile telephone service wholesale contract within the conditions of the mobile telephone service wholesale offered.

Clause 18 The mobile telephone service wholesaler shall not do the following

(1) Decline to provide services to the mobile telephone service wholesale without reasonable causes as prescribed by law;

(2) Neglect, prolong or delay negotiations or contracts on mobile telephone service wholesale;

(3) Decline to give or disclose correct and essential data for mobile telephone service wholesale;

(4) Specify the condition on mobile telephone service wholesale relating to deprivation of service for mobile telephone service wholesale purchaser.

Clause 19 Mobile Telephone Service Wholesaler and Mobile telephone service wholesale purchaser shall negotiate the mobile telephone service wholesale contract related to the offer on mobile telephone service wholesale. In this regard, the mobile telephone service wholesaler shall be deemed to start on that day.

Mobile telephone service wholesale purchaser submitted the letter of intent shall notify to the Office of the NBTC within 15 days since starting the negotiation and periodically report the results of the negotiations to the Office of the NBTC until the date of signing the contract. In this regard, unreasonable delayed negotiations, the Office of the NBTC may request additional information from the mobile telephone service wholesaler.

Clause 20 Mobile Telephone Service Wholesale contract shall clearly state the duty and responsibility of both contract parties and not to cause the service user to lose benefits, not to discriminate or exclude mobile telephone service wholesale purchaser; be without terms or conditions that are monopolised, reduce or limit the service provided by the mobile telephone service wholesale purchaser, or with free and fair competition.

Clause 21 Mobile Telephone Service Wholesaler shall submit a copy of contract of the mobile telephone service wholesale to NBTC within fifteen days since the date both contractual parties signed the contract.

Clause 22 In the case of amendment to the mobile telephone service wholesale contract, the contractual parties can amend by themselves. The mobile telephone service wholesaler shall submit a copy of mobile telephone service wholesale contract to the NBTC within 15 days from the date both contractual parties signed the contract.

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Clause 23 In case the NBTC considers the contract on the mobile telephone service wholesale is not in accordance with this Notification or contradictory to the law, the NBTC may order an amendment thereto within a specified period. The mobile telephone service wholesaler shall submit a copy of the contract relating to mobile telephone service wholesale within fifteen days from the date both contractual parties signed the amendment contract.

Clause 24 In case one or both of the contractual parties intend to terminate the mobile telephone service wholesale contract, the contractual parties shall notify to the NBTC at least 30 days prior to termination of contract with reason and evidence. The NBTC shall give the condition or measure to mobile telephone service wholesaler or mobile telephone service wholesale purchaser for preventing the damage of public interest or protecting the consumers.

**Chapter 4
Regulations**

Clause 25 Mobile virtual network operator licensee shall specify user's maximum of accumulated balance limit for prepaid service in order to comply with the notification of the maximum accumulated balance limit for prepaid mobile telephone service or as announced by the NBTC.

Clause 26 In case of reasonable doubt in which the contractual party is likely to breach the contract or unable to continue the operation such as default risk in paying debt twice consecutively. The mobile telephone service wholesaler or mobile telephone service wholesale purchaser, as the case may be, shall report to the Office of the NBTC immediately.

The Office of the NBTC has power to summon the person with possible breach of contract or unable to continue the service in order to explain the problem and reason, solution including other documents for considering to the level of problem and solution. likelihood

Clause 27 In case of necessity to maintain the continuous services for user, The NBTC may order mobile telephone service wholesaler to carry out as follows:

(1) In the case of mobile virtual network operator licensee ceases the operation of services without taking action in accordance with Clause 24, the NBTC may order this mobile telephone service wholesaler who is the contractual party with mobile virtual network operator Licensee, has duty to provide the service to users for 45 days from the ceased date of operation, in order for the users to transfer to other licensees or mobile virtual network operator licensees.

(2) In the case of mobile virtual network operator licensee who sell mobile telephone service wholesale ceases operation of service without taking action in accordance

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with Clause 24, the NBTC may order this mobile telephone service wholesaler who is the contractual party with the mobile virtual network operator licensee who sell mobile telephone service wholesale that ceased operation of service, has duty to provide the service to users for 45 days the ceased date of operation, in order for the mobile telephone service wholesale purchasers to find measures to solve problems for users.

The mobile virtual network operator licensee or mobile virtual network Operator Licensee who sell mobile telephone service wholesale who ceases operation of service has duty to give the necessary information to the contractual party, complying with data protection law and related notifications with responsibility for all expenses incurred from from paragraph one.

Chapter 5

Dispute Resolution Process

Clause 28 Mobile telephone service wholesaler and mobile telephone service wholesale purchaser cannot settle the contract within 90 days from starting date of negotiation, it shall be deemed as a dispute.

Clause 29 In the case of dispute relating to mobile telephone service wholesale, any party shall have the right to request for the final decision from the NBTC by submitting the factual details and related evidence. In this regards, the NBTC will consider and grant final decision within 90 days from the date of receiving the dispute. In the case that the consideration cannot be completed within the aforementioned period, the period of time shall be extended as necessary but not exceed to 60 days from the due date.

The NBTC may appoint a Committee for Disposition of dispute to give opinions to support the NBTC's consideration related to mobile telephone service wholesale.

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Transitory Provision

Clause 30 The agreements on the mobile telephone service wholesale which are sent to the NBTC by The Notification of National Broadcasting and Telecommunications Commission Re: Mobile Virtual Network Operation B.E. 2556 (2013) issued on 24th April B.E. 2556 (2013) or related notifications are still in effect. Except if one of contractual parties intend to amend the contract according to this Notification; use the procedure and negotiation process stated in Chapter 3, mobile telephone service wholesale contract, *mutatis mutandis*.

Issued on 9th July B.E. 2563 (2020)

(Gen Sukit Kamasunthorn)

Commission of National Broadcasting and
Telecommunications Commission
Acting Chairman of the National Broadcasting
and Telecommunications Commission

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