

**GENERAL TERMS
ENTERPRISE CUSTOMERS
(VERSION: FEBRUARY 2023)**

This Agreement is made between Emirates Integrated Telecommunications Company PJSC, registered at the Dubai Department of Economic Development with commercial register number 77967, and with its main office at Dubai Hills Business Park 2, PO Box 502666, Dubai, United Arab Emirates (EITC), and the signatory to this Agreement ordering Services on an approved Service Order (**Customer**).

THE PARTIES AGREE AS FOLLOWS

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement, the following definitions apply:

Acceptable Use of Service Policy means the EITC policy that governs the Customer's use of the Service available at <http://www.du.ae/en/legal/Acceptable-Use-of-Service-Policy>.

Affiliate means, in relation to any person, any subsidiary or holding company of that person and any subsidiary undertaking of any such holding company.

Authorised End User means any director, officer, employee or sub-contractor of the Customer that receives a username and password in order to gain access to one or more of the Services.

Authorised Person means any director, officer, employee, sub-contractor or adviser of a Party.

Business Day means every day excluding Saturdays, Sundays and any national holidays in the United Arab Emirates.

Cancellation Charge means a Charge payable in relation to cancellation of a Service before the Service Commencement Date.

Claims(s) means any claim whether in contract, tort (including negligence), misrepresentation, breach of statutory duty, indemnity or otherwise.

Confidential Information means any commercial, financial, technical, legal, marketing or other data, know-how, trade secrets or any other information of whatever nature relating to a Party or their respective businesses which has been disclosed (whether in writing, orally or by another means and whether directly or indirectly) by or on behalf of that Party to the other Party whether before or after the date of the Agreement.

Consent means the consent or approval by a Subscriber to receive Telemarketing Calls- including Licensee's Telemarketing Calls- on specific telephone numbers. Consent is further defined in 4.3 of the TDRA Spams Call Policy (**Spam Policy**) set out in Annex 1.

Consumer (as defined in the Consumer Protection Regulations) means any person, whether a natural person or a legal entity but excluding a Licensee, which person consumes or may consume a Public Telecommunications Service provided by a Licensee.

Content means digitally stored and transmitted material, including text, pictures, images, audio, video, games, graphics, software or services incorporating any of these things.

Control, Controlled, or Controlling, as the context requires, means, from time to time, the power of a person (or persons acting in concert) to secure, directly or indirectly, that the affairs of another are conducted according to the wishes of that person (or persons acting in concert), by means of being the owner of more than 50 per cent of the voting shares of that body corporate or having the right to exercise more than 50 per cent of the votes exercisable at any meeting of that body corporate, and/or having the right to appoint or remove more than half of its directors or otherwise Control the votes at board meetings of that company.

Customer means the party listed as the customer on the Service Order.

Disclosing Party means a Party that disclosed Confidential Information.

Do Not Call Registry or ("DNC Registry") or ("DNCR") is a Licensee controlled platform to be used to list the telephone numbers of those Subscribers who do not wish to receive Telemarketing Calls on any of the numbers listed in the DNC Registry. The DNCR is further defined in Article 5 of the Spam Policy.

Downgrade means any modification to the Service which reduces the capacity, use or utility of that Service.

EITC Equipment has the meaning set out at clause 10.2.

Early Termination Charge means the charge payable for cancellation of a Service after the Service Commencement Date but before expiry of the Minimum Term.

End-user means an individual end user of the Service provided to the Customer.

Enterprise Customer Care means EITC's customer care telephone service available to enterprise customers.

Equipment means the equipment supplied by or on behalf of EITC to the Customer.

Force Majeure means (each individually) an act of god, insurrection or civil disorder, war or military operations, national or local emergency, cable cuts, terrorist acts, industrial disputes or action including lock-out, partial or total strikes or other labour unrest (save where such industrial disputes or action solely affect the claiming Party), pandemic, epidemic, blockage of means of transport or of supplies, earthquake, fire, storm, lightning, explosion, flood, water damage, land subsidence, weather of exceptional severity, unavailability or restricted supply of gas or electricity, acts or omissions of persons for whom neither Party is responsible including any third party telecommunications operator, acts or omissions of or restrictions imposed by any regulator or government agency (except to the extent such government or regulatory actions, omissions or restrictions take place or are imposed because the claiming Party has breached an applicable law), compliance with a statutory obligation, or any other cause outside a Party's control.

General Terms means the terms and conditions set out in this document comprising clauses 1 to 26.

Intellectual Property Rights means any patent, copyright, trademark, trade name, service mark, moral right, design right, database right, know how, and any and all other intellectual property rights whether registered or not or capable of registration and whether subsisting in the United Arab Emirates or any other part of the world together with any and all goodwill relating to such rights.

Licensee as defined in the Telecommunications Law.

Minimum Term means the minimum period of connection for a particular Service.

Monthly Charge or **Monthly Recurring Charge (MRC)** means the **monthly** recurring Charge payable by the Customer to EITC for provision of a Service as specified in the Service Order.

Network means the communications network used by EITC.

Non Recurring Charge or **NRC** means the non-recurring charge payable by the Customer to EITC for installation of the Service and for the commissioning and configuration of the Service as specified in a Service Order

Party means EITC or Customer, as the content requires, and collectively referred to as the **Parties**.

Person means any natural or juridical person and where the context so requires the term Person shall include Licensees.

Personal Information means any personal data relating to a specific person and includes, but is not limited to, that person's name, address, bank account details, credit card details, service usage details, call records, message records and any information derived from a person's use of the Services, account status, payment history and credit rating.

Personnel of a Party, means each of that Party's directors, officers, employees, agents, contractors, advisers and representatives but does not include that Party's End Users or the other Party.

Public Telecommunications Network as defined in the Telecommunications Law.

Qualifying Contract means any contract by and between a Licensee and a business Subscriber for the provision of Telecommunications Services from that Licensee to that business Subscriber.

Receiving Party means a party receiving Confidential Information.

Sanctions means any trade, economic or financial sanctions law, regulations, embargoes or restrictive measures administered, enacted or enforced by the Security Council of the United Nations, the United States of America, the European Union, the member states of the European Union, the United Arab Emirates, and the governments and official institutions or agencies of any of the foregoing.

Service(s) means a service to be provided by EITC to the Customer as specified in a Service Order and as further described in the relevant Service Schedule.

Service Commencement Date means the date that the Service is provisioned by EITC.

Service Delivery Point has the meaning given to it in the relevant Service Schedule and refers to the point where the Service ends.

Service Order means a EITC provided form signed by the Customer to order Service(s) pursuant to these General Terms.

Service Level Agreement or **SLA** means a set of key performance indicators for any particular Service (if applicable), as more particularly specified in the Service Level Agreement document.

Service Schedule means each Schedule setting out the specific terms and conditions relating to the Service being provided by EITC to the Customer under a Service Order.

Site means a Customer site to which the Service is delivered, as specified in a Service Order.

Spam Call means specific types of unsolicited telecommunications calls - including Unsolicited Telemarketing Calls and Malicious Calls as further defined in sub-Article 3.3 of the Spam Policy.

Standard Agreement or **Agreement** means this Agreement comprising the following documents:

- a. the General Terms;
- b. each Service Schedule;
- c. Service Level Agreement (if applicable); and
- d. each Service Order.

Subscriber (as defined in the Consumer Protection Regulations) means a Person, but excluding a Licensee, which has a contract with a Licensee for the supply of Telecommunications Services by the Licensee to that Person.

Target Number means any telephone number which any Person intends to call for the purposes of Telemarketing.

Tariff Guide means the tariff guide(s) on the EITC website (du.ae) specifying standard pricing for particular Services.

Taxes means any tax, duty or other charges of whatever nature (but excluding any tax, duty or other charge levied on income accruing to EITC hereunder) imposed by any taxing or government authority, including but not limited to, a value added, goods or services, or withholding taxes.

Telecommunications Services as defined in the Telecommunications Law.

Telemarketing Call means a telecommunications call with a UAE Link and having audible content and which is conveyed on a Public Telecommunications Network to a Consumer and is initiated by a Person for the purpose of promoting or marketing that Person, or any services, or products, or promotions, etc. offered or provided by that Person or an associate of that Person and the term Telemarketing Call includes Licensee's Telemarketing Calls.

TDRA means the Telecommunications and Digital Government Regulatory Authority of the United Arab Emirates.

UAE means the United Arab Emirates.

Unallowed Traffic means a flow of calls for any particular Service which EITC believes is: (i) disproportionate to the flow or volume of calls which EITC expects from good faith commercial practice and usage of the network; or (ii) disproportionate to Customer's previous call profiles (in any given month) with EITC.

Usage Charge means a charge which applies to a Service based on usage (e.g., call charges).

VAT means value added tax or any like tax imposed in any jurisdiction from time to time.

2. PRECEDENCE

If there is a conflict between the documents referred to in this Agreement, then the documents will be given the following order of priority with sub-clause 2.1 having the highest order of priority:

- 2.1. General Terms;
- 2.2. relevant Service Schedule;
- 2.3. Service Level Agreement (if applicable);
- 2.4. relevant Service Order.

3. DURATION

- 3.1. **Start date.** This Agreement shall start on the date that EITC accepts your Service Order in accordance with clause 4.2.2.
- 3.2. **Term.** The Agreement continues until terminated by either Party in accordance with its terms.

4. ORDERING PROCESS

- 4.1. **Ordering.** To order a Service, Customer must complete a Service Order and submit it to EITC. Customer warrants the accuracy of Customer provided details contained in the Service Order.
- 4.2. **Acceptance.**
- 4.2.1. EITC may accept, reject or request further information about a Service Order. EITC shall not unreasonably withhold its acceptance of a Service Order.
- 4.2.2. EITC shall accept a Service Order either:
- in writing (electronic mail allowed) or
 - by performing the Services or providing the Equipment in a Service Order.
- 4.3. **Incorporation of terms.** Each accepted Service Order shall be subsidiary to this Agreement and shall be deemed to incorporate the relevant terms of this Agreement to the exclusion of any other terms.

5. SERVICE PROVISIONING

- 5.1. **Services.** EITC shall provide all Services with reasonable skill and care but does not guarantee to provide complete or uninterrupted access to the Services.
- 5.2. **Security of communications.** Subject to all applicable laws and regulations, EITC shall exercise all reasonable efforts to ensure the security of the Customer's and End User's communications. However, for reasons beyond EITC's control, it does not promise or guarantee that communications will be completely secure.
- 5.3. **Customer Responsibilities.** If the Customer fails to comply with any of its responsibilities under this Agreement including as set out in clause 5.5 and in any Service Schedule or Service Order, then EITC will not be liable for any resulting delay or failure to provide the Services (subject to compliance with any applicable notice provisions) and any relevant time periods for EITC shall be extended until the Customer has complied with its responsibilities. EITC shall be entitled to charge the Customer any costs incurred by EITC as a result of any failure by the Customer to satisfy such responsibilities.
- 5.4. **Site access and regulations.** The Customer must provide access, or procure all necessary permissions or consents, to the Customer's Site to enable EITC to deliver, install and provide the Service to the Customer. EITC agrees to comply with any Customer access and security procedures for a Customer Site which EITC has approved in advance. In addition, the Customer confirms that any person attending a Customer Site from EITC, or on behalf of EITC, shall have a safe and suitable working environment.
- 5.5. **Provision of information and documents.**
- 5.5.1. **Customer information.** The Customer shall provide (and shall make sure that its End Users provide) all information and complete all documentation (including in relation to identification, legitimation and billing details) which is required by EITC or the TDRA to perform this Agreement.

- 5.5.2. **Accuracy.** The Customer confirms that any information which it provides to EITC in connection with this Agreement or the provision of the Services is and will be complete and accurate.

- 5.6. **Acceptance of Services.** Acceptance of any Service provided by EITC shall be deemed to have occurred on whichever is the earlier of the following:

- 5.6.1. the expiry of 3 Business Days after EITC has notified the Customer that the Service is available for use;
- 5.6.2. the use of the Service by the Customer in its normal course of business.

- 5.7. **Telephone numbers and unique identifiers.** The Services may include use of a telephone number, domain name, email address or other unique identifiers. The Customer must comply with the requirements of any regulatory body which administers these identifiers. These identifiers are not the property of the Customer and EITC may recall them if it is required, or has good reason, to do so.

6. MIGRATION OF SERVICES FROM PREVIOUS SERVICE PROVIDER

- 6.1. **Migration of number/ Services:** If the Customer is eligible to:
- 6.1.1. transfer a fixed Service; or
- 6.1.2. move its existing mobile number (i.e., mobile number portability);

from its previous service provider (**Previous Provider**) to EITC, the Customer remains liable to the Previous Provider for all outstanding charges in relation to those services.

- 6.2. **Non-payment to Previous Provider:** if the Customer fails to pay any outstanding charges (including any early termination Charges) to the Previous Provider, EITC may suspend and/or terminate the Services if payment is not made by the time specified. EITC shall notify the Customer prior to such suspension and/or termination.

7. USE OF SERVICE

- 7.1. **Compliance with terms.** The Customer will only use the Services and Equipment in accordance with applicable law, the terms of this Agreement and any other reasonable instructions or conditions notified to the Customer by EITC (including any given as a result of instructions imposed by the TDRA).

- 7.2. **Restrictions on the use of the Services and Equipment.** The Customer shall ensure that the Services or Equipment are not used:

- 7.2.1. other than in accordance with EITC's "Acceptable Use of Service Policy" available at <http://www.du.ae/en/legal/Acceptable-Use-of-Service-Policy>;
- 7.2.2. for the transmission of illegal or offensive material;
- 7.2.3. for the transmission of material that contains software viruses or any other disabling or damaging programs;
- 7.2.4. in any way which impairs or damages the Network or the provision of the Services;
- 7.2.5. except where previously approved by EITC in this Agreement:
- in a way which uses automated means to make calls using the Network;

- b. to make a computer permanently accessible as a server;
 - c. for setting up connections where the caller receives payments from third parties, based on the call or the duration of the connection (eg, connections to advertising hotlines);
 - d. for automated machine-to-machine data exchange;
 - e. fraudulently or illegally or in violation of this Agreement.
- 7.3. **No reselling.** The Customer shall not resell, distribute or provide the Services or Equipment to any third party. For the avoidance of doubt, the use of the Services or Equipment by End Users shall not be deemed to be reselling.
- 7.4. **Accessing the internet.** Where use of a Service includes access to the internet, other data networks, websites, resources, software or Content, the Customer shall be responsible for all charges which result from such access and such access shall be at the Customer's own risk. EITC shall not be responsible for such Content unless EITC is the Content provider in which event different terms and conditions will apply.
- 7.5. **Responsibility for End Users.** Any End User may use Equipment and Services provided under this Agreement. The Customer will remain responsible for all obligations relating to the Equipment and Services, including payment obligations.
- 7.6. **Authorised End Users.** Where EITC designates that access to a Service (including ordering) shall be provided only to Authorised End Users, EITC will provide each Authorised End User with a user name and password. The Customer shall make sure that such details are kept current, secure, are used only in accordance with this Agreement and that EITC is notified of the identity of Authorised End Users from time to time. EITC accepts no liability for any unauthorized or improper use of any password, or for any unauthorized disclosure of user names and passwords to third parties.
- 7.7. **Compliance with Spam Policy**
 - 7.7.1 The concerned business Subscriber shall not use or cause to be used the Licensee's network and services to: initiate, make, or facilitate making Spam Calls.
 - 7.7.2 The concerned business Subscriber shall not without prior Consent initiate a Telemarketing Call to any Target Number listed in the Do Not Call Registry. The concerned business Subscriber shall keep records of all such Consent for a period of at least two (2) years after the last Telemarketing Call was made to the concerned Target Number.
 - 7.7.3 The concerned business Subscriber shall not initiate or cause to be initiated any Telemarketing Call to Consumers between the hours of 6:00pm (18:00 hours) and 9:00am (09:00 hours) unless expressly instructed by the concerned Consumers to do so on an individual basis.
 - 7.7.4 Telemarketing Calls shall not be used to encourage Consumers directly or indirectly to call or send a short message or other electronic communication to any premium rate number.
 - 7.7.5 It shall be a breach of this Agreement if the business Subscriber breaches any applicable provision of this Spam Policy (including the provisions of clauses 7.7). Breaches of clauses 7.7 may give rise to appropriate penalties or liquidated damages as appropriate, and contract suspension and termination.
- 8. **SERVICE MODIFICATIONS**
 - 8.1. **Customer requested modification.** The Customer may request a modification (which does not include suspension or cancellation) to the Service at any time by giving 30 days' written notice to EITC. EITC may agree, in its absolute discretion, to make that modification. If the Customer requested modification:
 - 8.1.1. is a Downgrade, the Customer must pay a Downgrade Charge; and
 - 8.1.2. is not a Downgrade, the Customer must pay the charges for making the modification (if any) notified to the Customer by EITC at the time.
 - 8.2. **EITC modification.** EITC may make changes to the Services or Equipment or any part including enhancements, modifications or replacements, provided that such changes do not materially adversely affect the Customer's or End User's use of the Services or Equipment.
- 9. **FAULT REPORTING**
 - 9.1. **Reporting faults.** As soon as the Customer becomes aware of a fault in the Service the Customer must telephone Enterprise Customer Care or such other contact as is notified by EITC to the Customer. Enterprise Customer Care is available 24 hours a day, 7 days a week. The Customer can also report the fault by sending an email to Business.Customercare@du.ae. Before reporting a fault, the Customer must take reasonable steps to ensure that the fault is not a fault in any equipment located on the Customer's side of the Service Delivery Point.
 - 9.2. **Faults caused by Customer.** If EITC investigates a fault and determines that the fault is attributable to any equipment on the Customer's side of the Service Delivery Point, then:
 - 9.2.1. EITC will use its reasonable endeavours to notify the Customer of the fault and its probable cause and location but will not bear any further liability or responsibility; and
 - 9.2.2. EITC may charge the Customer for any costs incurred by EITC in investigating the fault if the cause of the fault is due to the Customer's act or omission beyond the Service Delivery Point.
 - 9.3. **Fault resolution.** Where EITC investigates a reported fault and determines that the fault is attributable to equipment/service located on the EITC side of the Service Delivery Point, then EITC will restore the Service. Where the fault is attributable to a third party facility, EITC shall liaise with the third party and arrange for Service restoration.
- 10. **EQUIPMENT**
 - 10.1. **Delivery of Equipment.** EITC shall deliver Equipment to the delivery address set out in the Service Order.
 - 10.2. **EITC owned Equipment.** EITC may provide or lease Equipment to the Customer, in connection with the Service (**EITC Equipment**). The Customer holds the EITC Equipment as bailee for EITC. The Customer must keep the EITC Equipment free from any charge, lien, mortgage or encumbrance. Title in EITC Equipment remains with EITC. Unless otherwise agreed, EITC Equipment made available to the Customer must be returned to EITC when the Service ends otherwise EITC may charge the Customer for non-return of the equipment. The Customer is responsible for any damage to, or destruction or theft of, the EITC Equipment, except to the extent it is caused by EITC.

- 10.3. **Title.** For Equipment that is sold to the Customer (including "lease to own"), title transfers upon receipt by EITC of full payment for the Equipment in cleared funds.
- 10.4. **Risk.** Risk in the Equipment shall pass to the Customer upon delivery.
- 10.5. **Use of EITC Equipment.** Unless otherwise agreed, for EITC Equipment located at the Customer Site, the Customer must:
- 10.5.1. allow EITC's Personnel, and only EITC's Personnel, to service, modify, repair or replace the EITC Equipment; and
 - 10.5.2. do all things reasonably required by EITC to make clear that EITC is the owner of the EITC Equipment;
 - 10.5.3. provide access, free of charge, to equipment rooms to house the EITC Equipment;
 - 10.5.4. ensure such equipment rooms meet the technical and environmental standards notified by EITC;
 - 10.5.5. use the EITC Equipment in accordance with all reasonable instructions (written and/or verbal) notified by EITC or, in the absence of such instructions, to the same standard as if the equipment were the property of the Customer;
 - 10.5.6. not interfere with the EITC Equipment, unless EITC has given its written consent;
 - 10.5.7. keep the EITC Equipment at the Customer's Site safe and free from movement, external vibration or collision; and
 - 10.5.8. not to do anything nor to allow to subsist any circumstances, matter or thing which is likely to damage the equipment or detract from or impair its performance or operation.
- 10.6. **Replacement.** If the EITC Equipment needs replacing through no fault of the Customer's own and is within the warranty period, then EITC will not charge for its replacement. If the equipment is outside the warranty period, then a charge may apply.
- 11. SUSPENSION OF SERVICES**
- 11.1. **Material breach.** If the Customer or an End User commits a material breach of this Agreement, EITC will be entitled to suspend the Services and any Equipment from using the Network.
- 11.1.1. Such suspension will be without notice if this is required by law, on instructions from any governmental authority or where there is a breach of clause 7.1 (Compliance with Terms), clause 7.2 (Restrictions on Use of the Services and Equipment) or clause 7.3 (No Reselling) and each of these shall be deemed to be a material breach.
 - 11.1.2. Suspension in the event of failure to pay will be as set out in clause 12.5.2 (Suspend the provision of Services/Equipment).
 - 11.1.3. Except as set out in clauses 11.1.1, 11.1.2 and 11.1.4, in all other circumstances, prior to such suspension EITC will first provide 30 days' notice to the Customer.
 - 11.1.4. If an End User commits a material breach, then the above right to suspend shall relate to the Services and Equipment provided to that End User only.
- 11.2. **Maintenance.** From time to time EITC will need to carry out maintenance, modification and testing of the Network, during which time EITC shall be entitled to suspend the Services. EITC may also suspend the Services if there is a technical failure of the Network, to safeguard the security and integrity of the Network or if required by law. EITC shall keep all suspensions to a minimum.
- 11.3. **Fraud and illegal usage.** EITC can without notice to the Customer (and unless notice is required by applicable law) suspend or restrict the use of any of the Services (other than emergency services) by the Customer or any End User(s) and take any other necessary steps to avoid repetition if:
- 11.3.1. EITC believes that any number, SIM, Equipment or Services are being used in an illegal or fraudulent way (including under clause 7.2); or
 - 11.3.2. where EITC identifies what it reasonably determines to be Unallowed Traffic.
- 11.4. **Effect of Suspension.** If the Services are suspended due to the Customer's acts or omissions, the Customer must pay to EITC all reasonable costs and expenses incurred by EITC in the implementation of such suspension or the recommencement of the suspended Services and all Charges for the Services during any such period of suspension.
- 12. CHARGES AND PAYMENT**
- 12.1. **Charges.** The Customer shall pay the Charges in AED Dirhams.
- 12.2. **Invoice.** EITC shall issue a monthly invoice to the Customer or shall issue an invoice at such other times as are specified in the Service Order.
- 12.3. **When to pay.** The Customer shall pay the Charges within 30 days of the date on any invoice.
- 12.4. **Invoice Disputes.** Where the Customer disputes that an invoice or any part of it is payable by the Customer, the Customer shall notify EITC within 21 days of receipt of the invoice, including details of why the invoiced amount is incorrect and, if possible, how much the Customer considers is due.
- 12.4.1. All other Charges not related to the dispute shall be paid in accordance with clause 12.3 (When to Pay).
 - 12.4.2. Payment following Invoice Disputes:
 - 12.4.3. If an invoice dispute is resolved in favour of the Customer, then EITC shall issue a credit in favour of the Customer.
 - 12.4.4. If the dispute is resolved in favour of EITC, then the Customer shall promptly pay the disputed amount to EITC.
- 12.5. **What EITC may do if the Customer does not pay on time.** Where the Customer does not pay the Charges by the due date, and has not raised a dispute in accordance with clause 12.4 (Invoice Disputes), EITC shall be entitled to do the following:
- 12.5.1. **Late payment fee.** a late payment fee may be charged on any unpaid amount from the payment due date until payment is made by the Customer in full;
 - 12.5.2. **Suspend the provision of the Services/Equipment.** If the Customer has not paid within 14 days of receiving notice of the failure to pay, EITC shall be entitled to suspend

- any further deliveries of any Equipment or the provision of any Services to which the non-payment relates until EITC has been paid in full and such failure to pay shall be deemed to be a material breach; and
- 12.5.3. **Withhold any sums owing.** EITC may withhold any sums currently owing to the Customer by EITC by way of credit note or rebate and offset such sums against the sums owing.
- 12.5.4. **Debt collection.** EITC may instruct a debt collection agency to collect any unpaid amount.
- 12.6. **Modifications.** If the Customer wishes to modify a Service Order, including without limitation a change in the capacity or Site location prior to the Service Commencement Date, EITC may charge the Customer the additional costs incurred by EITC as a result of such modification, which costs shall be notified to the Customer.
- 12.7. **Price changes.** EITC may change the Charges, or any terms and conditions that have the effect of a price increase, provided that it gives the Customer at least thirty (30) days prior notice. If the Customer does not accept the new Charges, the Customer may terminate the Service without any terminating liability to EITC provided that it terminates the Service before the increased Charges come into effect (i.e., within the 30 day notice period).
- 12.8. **Cancellation Charge.** If the Customer wishes to cancel a Service Order after acceptance by EITC but before the Service Commencement Date, EITC may charge the Customer a Cancellation Charge.
- 12.9. **Early Termination Charge.** If the Customer wishes to terminate the Service before the expiry of the Minimum Term, an Early Termination Charge will apply as specified in the relevant Service Order.
- 12.10. **Taxes.** The Charges shall be exclusive of any applicable Taxes which shall be paid by the Customer to EITC where necessary.
- 12.11. **VAT.** As regards VAT, the provisions of this clause 12.11 shall apply:
- 12.11.1. The payments due under this Agreement are exclusive of VAT properly chargeable. Where EITC makes a taxable supply or deemed supply of goods or services to the Customer, EITC shall provide a valid VAT invoice to the Customer and the Customer shall pay the VAT in addition to the payment or other consideration for that supply on the earlier of: (a) when the payment or other consideration is made; or (b) when the supply is made.
- 12.11.2. Where the law requires the Customer to account for the VAT under the reverse charge mechanism or otherwise to the relevant tax authority and EITC is not liable to account for the VAT (e.g. on a supply of goods and services which involves more than one jurisdiction), the Customer will account for all VAT due in the relevant jurisdiction and no VAT will be due to EITC in addition to the consideration.
- 12.11.3. If this Agreement allows for termination where the Customer fails to pay what is due to EITC, this shall include failure to pay VAT in addition to the consideration when due in accordance with this Agreement.
- 12.11.4. Where the consideration for any taxable supply of goods or services is subsequently adjusted (including on a termination), the Parties will make all appropriate adjustments to the VAT, including the repayment of VAT, the further payment of VAT and the issue of any credit note or further VAT invoice valid for VAT purposes.
- 12.11.5. If the Parties are in dispute (with each other or with the relevant tax authority) or uncertain about the VAT obligations or implications of any supplies of goods or services pursuant to this Agreement, or the relevant tax authority determines that the Parties' treatment of VAT on such supplies is incorrect in any respect, the Parties shall use all reasonable endeavours to cooperate and reach agreement with each other and with the tax authority keeping each other fully informed and shall make all appropriate adjustments.
- 12.11.6. The Customer will ensure that it correctly accounts for VAT on its supplies to End Users and will indemnify EITC if it defaults in respect of any resulting liability for EITC, including for VAT, interest, penalties, fines and costs.
- ### 13. DEPOSITS AND CREDIT ASSESSMENTS
- 13.1. **Deposit.** Some Services may require the Customer to pay a deposit for that Service. EITC will inform the Customer if a deposit is required for a particular Service. EITC may use any deposit against payment of the Customer's account (or any other account the Customer has with EITC) if:
- 13.1.1. the Customer has failed to pay a due amount and EITC has suspended the account; or
- 13.1.2. the Customer has failed to return equipment after a Service has been cancelled or suspended.
- 13.2. **Credit Assessment.** EITC may carry out a credit assessment based on the information the Customer gives to EITC. This will be used to set any credit limits that are applicable to the Customer. The Customer may be able to increase its credit limit by paying, or increasing, a deposit.
- 13.3. **Credit limit.** Once the Customer has reached its credit limit in any month, EITC may notify the Customer and then suspend the Customer's account until the Customer makes a payment to bring the Customer's balance below the Customer's credit limit. The Customer however, remains liable for all Charges incurred on the Customer's account irrespective of whether those Charges are above the credit limit. The Customer is liable to pay for Services used irrespective of the credit limit and should not use the credit limit for budgeting purposes.
- 13.4. **Auto-Payment.** If the Customer decide to use EITC's auto-payment function at any time, the Customer will need to register its credit card or debit card details with EITC. If the Customer agrees to use the auto-payment function, the Customer agrees that EITC is authorised to deduct any charges the Customer owes EITC relating to the Customer's use of the services. This may include:
- 13.4.1. any charges that are due for the services;
- 13.4.2. any charges the Customer has not been paid by the due date shown on an invoice; and
- 13.4.3. any charges included in a final bill if the Customer has ended the services it receives from EITC.
- EITC may remove from the auto-payment function any credit card or debit card that has expired, is identified as stolen, or fails. For some of EITC's services, EITC may choose not to enforce any deposit or advance payment due under 13.1 if

the Customer activates auto-payment. For other services, such as EITC's device instalment plans, the Customer must use EITC's auto-payment function. EITC may, in any case, suspend the services and charge the Customer the deposit, administrative fee or advance payment if the auto-payment fails for any reason.

14. WARRANTIES

- 14.1. **Full Power and Authority.** Each of the Parties warrants that it has full power and authority to perform and observe its obligations under this Agreement.
- 14.2. **No other warranties.** Unless expressly set out in this Agreement all other warranties, representations and conditions (whether express or implied) are expressly excluded to the extent allowed by law.

15. LIABILITY

- 15.1. **Certain liability not excluded.** Neither Party excludes any liability which cannot be excluded by law.
- 15.2. **Exclusion of liability.** Neither Party shall be liable under this Agreement (whether in contract, tort (including negligence), breach of statutory duty, indemnity or otherwise) for:
- 15.2.1. any loss, whether direct or indirect, of profit, revenue, data, anticipated savings or goodwill; or
- 15.2.2. any indirect or consequential losses, regardless of whether such losses were contemplated.
- 15.3. **Liability cap.** Each of EITC and Customer's liability for all losses arising under or in connection with all Claims arising under this Agreement shall not exceed in any 12 month period the amount of the Charges paid in respect of such Services and Equipment during that 12 month period or AED 500,000, whichever is less.
- 15.4. **Liability cap where less than 12 months.** If this Agreement has not been in effect for twelve (12) months prior to the date of the cause of action giving rise to the first Claim, then the limit of liability shall be the average monthly Charges payable for the months from the Service Commencement Date until the date of the cause of action giving rise to the first Claim, multiplied by 12 or AED 500,000, whichever is less.
- 15.5. **Exclusions from liability and the liability cap.** The Customer's liability to pay the Charges is expressly excluded from the exclusion of liability in clause 15.2 (Exclusion of Liability) and from the liability cap in clauses 15.3 and 15.4.

16. TERMINATION

- 16.1. **Ending a Service by Notice.** Either Party may end a particular Service on 30 days written notice to the other, provided that:
- 16.1.1. any Service ends on or after the expiry of the relevant Minimum Term; and
- 16.1.2. any amounts specified in the Service Order and any applicable Early Termination Charge is paid.
- 16.2. **Ending the Agreement for Insolvency.** Where permitted by applicable law, either Party may end this Agreement with immediate effect by writing to the other Party if the other Party becomes bankrupt or makes an arrangement with or assignment in favour of a creditor, goes into liquidation or administration or a receiver or manager is appointed to manage its business or any analogous event occurs in the territory where the other Party is located.

- 16.3. **Ending the Agreement or Service for Breach.** Either Party may end this Agreement or a particular Service Schedule immediately upon written notice to the other if:

- 16.3.1. the other Party commits a material breach of this Agreement which is capable of remedy and is not remedied within 30 days of written notice from the first Party; or
- 16.3.2. the other Party commits a material breach of this Agreement which is not capable of remedy.

- 16.4. **Court order not required.** The Parties acknowledge and agree that a Court order will not be required to give effect to any termination of this Agreement.

17. CONSEQUENCES OF TERMINATION

- 17.1. **Stop Using.** On termination of a Service, the Customer and its End Users shall stop using the Services and Equipment and after such termination the Customer shall immediately pay all outstanding Charges and any applicable Early Termination Charge.
- 17.2. **Access.** Where permitted by applicable law, EITC may after giving reasonable notice to the Customer enter any site where EITC Equipment is located to recover such EITC Equipment and Customer will not sell or transfer possession of the EITC Equipment to any third party.
- 17.3. **Early Termination Charge. If:**
- 17.3.1. the Customer requests the ending of any Service which has not fulfilled a Minimum Term; or
- 17.3.2. ending of the Agreement as set out above, results in the ending of any Service which has not fulfilled a Minimum Term,

the Customer shall pay any applicable Early Termination Charge. This clause does not apply if the Customer has validly ended the Agreement under clause 16.2 (Ending the Agreement for Insolvency) or clause 16.3 (Ending the Agreement for Breach).

18. DATA PROTECTION

- 18.1. **Applicable laws.** Both Parties will comply with applicable laws regarding data protection.
- 18.2. **Personal Information.** EITC must take all reasonable and appropriate measures to prevent the unauthorized disclosure or use of Personal Information. EITC may disclose Personal Information if such disclosure is:
- 18.2.1. permitted by any applicable law or regulation;
- 18.2.2. expressly permitted by the Customer;
- 18.2.3. made in the course of EITC making a credit check with a reputable credit reporting agency;
- 18.2.4. made in response to a lawful request by law enforcement agencies to assist in the investigation of criminal activity;
- 18.2.5. made in response to a lawful request from any competent authority in relation to matters involving the public interest and/or matters of state security;
- 18.2.6. made to the TDRA in accordance with applicable regulations;
- 18.2.7. to an Affiliate, sub-contractor or other third party who is directly involved in the supply of the Service provided that EITC requires such third parties to take all reasonable and appropriate measures to protect the confidentiality and

security of the Personal Information and to use it only as required for the purposes of providing the Service.

18.3. **Passwords.** The Customer's account details may be used to verify identity for access to various Services. These details must be kept safe. EITC will grant access to the Customer's account when the passwords are given correctly. EITC will not be responsible for any loss the Customer, or an End User, suffers as a result of failure to maintain password security.

18.4. **Monitoring.** EITC may monitor Customer's use of the Services and record calls made to Customer Care, for training, financial control, quality control and regulatory or legal purposes.

19. CONFIDENTIALITY AND ANNOUNCEMENTS

19.1. **Disclosure.** All Confidential Information disclosed by a Disclosing Party to a Receiving Party under this Agreement shall be protected under the terms of this Agreement. All Confidential Information will remain the property of the Disclosing Party, which confirms that it has the right to disclose it but does not confirm its accuracy or completeness.

19.2. **Obligations.** Each Receiving Party shall use all Confidential Information solely for the purpose of this Agreement and whilst the Agreement is in force and for 5 years after the termination of the Agreement, shall:

19.2.1. not disclose it, except to any Authorised Person where strictly necessary to fulfil the purpose of this Agreement;

19.2.2. keep it in a safe and secure place and use reasonable measures to prevent unauthorised access, destruction, corruption or loss;

19.2.3. not make any copies, summaries or transcripts of it unless this is strictly necessary for the purpose of this Agreement (all such copies, summaries or transcripts will be deemed to be Confidential Information);

19.2.4. notify the Disclosing Party immediately if it becomes aware that any Confidential Information has been disclosed to, or is in the possession of, any unauthorised person;

19.2.5. upon written request, immediately return all of it to the Disclosing Party or destroy it if so directed. The Receiving Party may retain Confidential Information as required by law or regulatory requirement or that it may reasonably require for archive purposes. The provisions of this Agreement will continue to apply to any retained Confidential Information; and

19.2.6. inform its Authorised Persons of the provisions of this Agreement and take all steps necessary to confirm their compliance with them. All acts or omissions of a Party's Authorised Persons shall be treated as if they were the acts or omissions of the relevant Party itself.

19.3. **Exceptions.** Confidential Information shall not include any information that:

19.3.1. is generally and publicly available other than by breach of this Agreement;

19.3.2. is lawfully in the possession of the Receiving Party before its disclosure under this Agreement;

19.3.3. has been obtained from a third party who is free to disclose it;

19.3.4. is independently developed without access to any Confidential Information; or

19.3.5. a Party is required to disclose by law or to a regulatory authority.

20. INTELLECTUAL PROPERTY RIGHTS

20.1. **EITC retains IPR ownership.** The Intellectual Property Rights that exist in or in any part of the Equipment or Services supplied under this Agreement, as well as any improvements or modifications thereto, belong to EITC or its licensors and, other than necessary for use permitted under this Agreement, no other right, license or transfer is granted or implied under such Intellectual Property Right.

21. COMPLIANCE

21.1. **Compliance obligations.** The Customer shall, and shall procure that its directors, officers, agents, sub-contractors, affiliates and employees shall:

21.1.1. comply with all laws and regulations relating to the prevention of bribery, corruption or fraudulent acts (**ABC Legislation**);

21.1.2. not commit any act or omission which causes or could cause EITC to breach or commit an offence under any ABC Legislation;

21.1.3. comply with all Sanctions; and

21.1.4. not engage in any conduct which would reasonably be expected to cause EITC to breach any of the Sanctions or become a subject of Sanctions.

22. CHANGING THE TERMS

22.1. **Amendments required by law.** EITC may vary the Agreement at any time by giving written notice to the Customer when such variations are necessary to comply with applicable law, regulation or notices issued by the TRA.

22.2. **Amendments by EITC.** EITC may vary the Agreement at any time and if the amendment is a price increase, or has the effect of a price increase, EITC shall provide at least 30 days' notice to the Customer of such change. The Customer may terminate the Service (without being liable for any Early Termination Charges) if the Service is terminated prior to the changes coming into effect (i.e., within the 30 day notice period). EITC's latest up to date version of this Agreement (with any amendments) shall be available on EITC's website at www.du.ae/en/terms-and-conditions

23. GOVERNING LAW AND JURISDICTION

23.1. This Agreement is governed by the federal laws of the United Arab Emirates and the laws of the Emirate of Dubai, and any disputes shall (subject to clause 23.2) be subject to the exclusive jurisdiction of the courts of Dubai.

23.2. EITC may (at its sole discretion) commence and pursue proceedings in respect of any matters arising out of this Agreement in the DIFC Courts.

24. FORCE MAJEURE

24.1. Neither Party will be liable for any failure to perform or for breach of this Agreement caused by an event of Force Majeure, provided that neither Party will be relieved of its obligations to make any payments for Services rendered under this Agreement. The affected Party claiming a Force Majeure event has impacted its ability to perform this Agreement must immediately inform the other Party in

- writing of the occurrence of the Force Majeure event, and the estimated extent and duration of such inability to perform its obligations.
- 24.2. Responsibilities and obligations specified in this Agreement are subject to immediate fulfilment after the end of the Force Majeure circumstances. Both Parties must use reasonable commercial endeavours to minimise the effects of an event of Force Majeure.
- 25. SURVIVAL OF CLAUSES**
- 25.1. **Survival.** Clauses 12.11 (VAT), 14 (Warranties), 15 (Liability), 17 (Consequences of Termination), 18 (Data Protection), 19 (Confidentiality and Announcements), 20 (Intellectual Property Rights), 23 (Governing Law and Jurisdiction) and 26.1 (Notices) shall survive the expiry or termination of this Agreement.
- 26. GENERAL**
- 26.1. **Notices.** EITC will consider the Customer's consent to have received notices from EITC if EITC contacts the Customer at the latest postal address, email or SMS the Customer has given to EITC.
- 26.2. **Assignment and Subcontracting.**
- 26.2.1. EITC may subcontract the performance of any of its obligations under this Agreement, but without relieving EITC from any of its obligations to the Customer.
- 26.2.2. EITC may assign, transfer or novate, as the case may be, any of its rights and obligations under the whole or any part of this Agreement to any Affiliate over which it has Control (the "**Transfer**"). Any Transfer may, for the avoidance of doubt, occur without the prior consent, whether in writing or otherwise, of the Customer, provided that within one month of a Transfer, EITC shall give written notice thereof to the Customer. Except as expressly permitted by this Clause 26, neither Party may assign, grant any security interest over, hold on trust or otherwise transfer the benefit of the whole or any part of this Agreement.
- 26.2.3. This Agreement will be binding on, and continue to the benefit of, the Parties and their successors and permitted assigns.
- 26.3. **Entire Agreement.** This Agreement:
- 26.3.1. supersedes all prior oral or written understandings and/or representations between the Parties on this subject matter (unless specifically incorporated into the Agreement);
- 26.3.2. constitutes the entire Agreement with respect to its subject matter; and
- 26.3.3. shall not be amended other than in accordance with the terms of this Agreement.
- 26.4. **No Waiver.** Except as otherwise specifically provided in this Agreement, no failure to exercise, or delay in exercising, any right, power or privilege set forth in this Agreement will operate as a waiver of any right, power or privilege.
- 26.5. **Severance.** If any provision of the Agreement is held to be or becomes illegal, invalid or unenforceable in any respect, it will be severed from the Agreement and shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement. The Parties will use reasonable endeavours to negotiate in good faith with a view to replacing the illegal, invalid or unenforceable provision with a valid and enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the illegal, invalid or unenforceable provision but differing from the replaced provision as little as possible.
- 26.6. **Survival of Obligations.** The Parties' rights and obligations, which, by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.
- 26.7. **Capacity.** Each Party warrants that it has the necessary rights, licences and permissions to enter into and perform its obligations under the terms of this Agreement.

ANNEX 1

Regulatory Policy – Spam Calls Version 1.0, Issued [04 April 2021]

Revision Control:

Version:	Issue Date:	Reason for Revision:
1.0	04 April 2021	First issue of the policy

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1. Definitions

- 1.1 Unless the context requires or this Regulatory Policy expressly provides for otherwise, terms, words and phrases used in this document shall have the same meaning as are ascribed to them in the Telecommunications Law and failing that, any other instrument in the Regulatory Framework. For the purposes of this Policy, the following terms and words shall have the meanings ascribed to them below:
- 1.1.1 **Consent** means the consent or approval by a Subscriber to receive Telemarketing Calls - including Licensee's Telemarketing Calls- on specific telephone numbers. Consent is further defined in clause 4.3 below.
 - 1.1.2 **Consumer** (as defined in the Consumer Protection Regulations) means any person, whether a natural person or a legal entity but excluding a Licensee, which person consumes or may consume a Public Telecommunications Service provided by a Licensee;
 - 1.1.3 **Do Not Call Registry or ("DNC Registry") or ("DNCR")** is a Licensee controlled platform to be used to list the telephone numbers of those Subscribers who do not wish to receive Telemarketing Calls on any of the numbers listed in the DNC Registry. The DNCR is further defined in Article 5.
 - 1.1.4 **Do Not Originate Registry or ("DNO Registry") or ("DNOR")** is a Licensee controlled platform to be used to list telephone numbers which are known to have been used to originate Spam Calls. The DNOR is further defined in Article 8.
 - 1.1.5 **Licensee's Telemarketing Calls** means any Telemarketing Call initiated by a Licensee or its agent for the purpose of promoting or marketing that Licensee, or any services, or products, or promotions, etc. offered by or provided by that Licensee or any affiliate, or any company associated with that Licensee.
 - 1.1.6 **Malicious Call** means any call which is intended to be harmful, or is likely to have the effect of being harmful to the called person and includes, but is not limited to all types of: scam calls, fraudulent calls, calls causing or seeking to cause financial, physical, or mental harm to the called person, and any other call that would reasonably be considered to be malicious.
 - 1.1.7 **Person** means any natural or juridical person and where the context so requires the term Person shall include Licensees.
 - 1.1.8 **Qualifying Contract** means any contract by and between a Licensee and a business Subscriber for the provision of Telecommunications Services from that Licensee to that business Subscriber.
 - 1.1.9 **Spam Call** means specific types of unsolicited telecommunications calls - including Unsolicited Telemarketing Calls and Malicious Calls as further defined in sub-Article 3.3.
 - 1.1.10 **Subscriber** (as defined in the Consumer Protection Regulations) means a Person, but excluding a Licensee, which has a contract with a Licensee for the supply of Telecommunications Services by the Licensee to that Person.
 - 1.1.11 **Target Number** means any telephone number which any Person intends to call for the purposes of Telemarketing.

- 1.1.12 **Telecommunications Law** means the Federal Law by Decree No 3 of 2003 Regarding the Organisation of the Telecommunications Sector, as amended.
- 1.1.13 **Telemarketing Call** means a telecommunications call with a UAE Link and having audible content and which is conveyed on a Public Telecommunications Network to a Consumer and is initiated by a Person for the purpose of promoting or marketing that Person, or any services, or products, or promotions, etc. offered or provided by that Person or an associate of that Person and the term Telemarketing Call includes Licensee's Telemarketing Calls.
- 1.1.14 **Telecommunications and Digital Government Regulatory Authority ("TDRA") and Telecommunications Regulatory Authority ("TRA")** means the General Authority for Regulating the Telecommunications Sector as established by Article 6 of the Telecommunications Law.
- 1.1.15 **UAE Link means** - with respect to telecommunications calls - any telecommunications call which originates or terminates in the UAE and is delivered- at least in part- via a Public Telecommunications Network in the UAE.
- 1.1.16 **Unsolicited Telemarketing Call** means any Telemarketing Call, including Licensee's Telemarketing Calls, made to a Consumer who has not expressly consented to receive Telemarketing Calls from the Person responsible for initiating the call.
- 1.2 In interpreting the provisions of this Regulatory Policy, unless this policy expressly provides for otherwise, or the context requires otherwise:
 - 1.2.1 references to 'numbers' or 'telephone numbers' shall be construed to as including telephone numbers and all other forms of electronic addresses that may be used to reference persons and direct voice calls to them;
 - 1.2.2 words importing one gender shall be construed as importing all genders;
 - 1.2.3 words importing the singular shall be construed as importing the plural and vice-versa;
 - 1.2.4 words importing persons shall be construed as importing juridical entities;
 - 1.2.5 references to articles, sub-articles, annexure, and attachments shall be construed as being references to articles, sub-articles, annexure, and attachments in or to this Policy;
 - 1.2.6 any reference to the "Telecommunications Regulatory Authority" (TRA) shall be construed as being a reference to the Federal Entity that is now known as the "Telecommunications and Digital Government Regulatory Authority" (TDRA).
- 1.3 This Policy may be referred to by the short name: - the "Spam Calls Policy".

2. Legal References

- 2.1 Article 13(1) of the Telecommunications Law grants the TDRA the Authority to exercise its functions and powers to "ensure that the Telecommunication Services provided throughout the State, are sufficient to satisfy the public demands of those who wish to make use of such services".
- 2.2 Article 14(3) of the Telecommunications Law grants the TDRA the authority to issue policies with respect to "the terms and level of services provided by the Licensees to users, including the standards and quality of service provided, the terms and conditions of supply of such

services, the handling and resolution of user complaints and disputes, the provision of information to users, the use of user information and the rendering of bills to users”.

3. Purpose and Scope

- 3.1 This Regulatory Policy sets out the particular measures to be taken by the Licensees and other Persons in the interests of protecting UAE Consumers from Spam Calls.
- 3.2 This Regulatory Policy seeks to minimise the transmission of Spam Calls in order to:
 - 3.2.1 promote secure and trusted information and communication technologies in the UAE;
 - 3.2.2 protect Consumers from Unsolicited Telemarketing Calls and the cost and time spent dealing with such calls; and
 - 3.2.3 protect Consumers from Malicious Calls and thus create a safer communications environment.
- 3.3 For the purposes of this Policy, the term “Spam Call” refers to certain types of voice calls and shall include all calls where:
 - 3.3.1 the call is a Malicious Call, or the call is an Unsolicited Telemarketing Call; and
 - 3.3.2 the call has a UAE Link; and
 - 3.3.3 the call is delivered, or intended to be delivered, in audible form - regardless of whether:
 - (i) the content of the audible communication is in real time;
 - (ii) the transmission is duplex or simplex;
 - (iii) the audible message contains a natural or a synthesised voice or other forms of sound including but not limited to music;
 - (iv) regardless of the technology used in the origination, conveyance and receiving of the call; and
 - (v) regardless of whether the call is answered. Thus, missed calls shall not be construed as being excluded from this Policy.
- 3.4 For the purposes of this Policy, it is a rebuttable presumption that any Malicious Call is a Spam Call. Noting the harm that is or can be caused to Consumers by Malicious Calls, including unanswered calls, this Policy includes certain provisions which are specifically designed to protect Consumers from the effect of Malicious Calls.
- 3.5 Whether a Telemarketing Call is classified as a Spam Call, is ultimately determined by the person who receives the call and not the person who originates the call. Noting the foregoing, it is accepted that in one scenario, a particular Telemarketing Call may be welcomed by one recipient and yet in another scenario exactly the same call may be unwanted by another recipient. The call in the second scenario is classified as a Spam Call, whereas the call in the first scenario is not. Accordingly, Licensees and other persons who utilise telemarketing activities shall err on the side of caution and have the utmost respect for the preferences of Subscribers regarding their desire or otherwise to receive Telemarketing Calls.
- 3.6 In the context of this Policy, Licensees shall not categorise Subscribers by service type and Licensees shall not differentiate between ‘mobile Subscribers’, ‘fixed Subscribers’, ‘legacy Subscribers’, etc.

4. The Policy

- 4.1 This TDRA Regulatory Policy is grounded on the following policy principles:
 - 4.1.1 Subscribers have the right to be protected against Spam Calls; and
 - 4.1.2 Appropriate measures are to be taken by Licensees and all Persons engaged in telemarketing to reduce Spam Calls.
- 4.2 Licensees shall be under a general obligation to:
 - 4.2.1 the extent possible, act as ambassadors in support of this Regulatory Policy; and
 - 4.2.2 promote awareness of this Regulatory Policy; and
 - 4.2.3 the extent technically possible, put practical measures in place to reduce the transmission of all Spam Calls across their respective Public Telecommunications Networks.
- 4.3 In the context of this Policy and with reference to Consent, the following principles shall apply:
 - 4.3.1 the process of obtaining consent shall be clear and transparent;
 - 4.3.2 the process by which consent is given shall always follow an 'opt-in' procedure and the procedure shall rely on positive affirmative actions;
 - 4.3.3 a Subscriber shall not be deemed to have given consent, because that Subscriber failed to opt-out, or failed to remove or reverse the effect of some pre-selected option given to the Subscriber;
 - 4.3.4 consent is specific to the Person to whom it is given and where appropriate, consent shall relate only to the specific purpose(s) for which it is given;
 - 4.3.5 consent shall relate to a specific telephone number or set of numbers;
 - 4.3.6 consent must be given freely;
 - 4.3.7 consent must be obtained fairly;
 - 4.3.8 all forms of Consents are acceptable as so long as the Consent can be stored and presented in tangible form when required by the TDRA; and
 - 4.3.9 it shall be possible for consent to be withdrawn at any time and the process by which consent can be withdrawn shall be no more onerous than the process by which it is, or was, given.
- 4.4 Failure to observe any of the principles listed in sub-article 4.3, shall render any alleged 'consent' as void.
- 4.5 Compliance with this Policy shall be strictly enforced and the TDRA may use any means at its disposal including but not limited to audits, inspections, mystery shopper exercises etc., to monitor the extent to which Licensees are in compliance with the provisions of this Policy.

5. Prohibition on Spam Calls

- 5.1 A Person shall not initiate or cause to be initiated Telemarketing Calls to any Consumer via a telephone number or other electronic address listed in the Do Not Call Registry unless the Person initiating the call has the prior consent of the concerned Consumer to do so. Persons who breach this aspect of the Policy may have their telecommunications services interrupted in accordance with the provisions of this Policy.
- 5.2 A Person shall not initiate or cause to be initiated a Malicious Call. Persons who breach this aspect of the Policy shall have their telecommunications services interrupted in accordance with the provisions of this Policy and may be reported to the concerned authorities for further action.
- 5.3 No Person- including Licensees- shall initiate or cause to be initiated any Telemarketing Calls to Consumers between the hours of 6:00pm (18:00 hours) and 9:00am (09:00 hours) unless expressly instructed by the concerned Consumers to do so on an individual basis.

6. Licensee Obligations

- 6.1 Licensees shall not without prior Consent, initiate, nor cause to be initiated, Licensee's Telemarketing Calls to numbers listed in the DNCR. For the avoidance of doubt, a Licensee having Consent, may call or cause to be called a specific number (the number for which Consent was given) for the purposes of Licensee's Own Telemarketing even if that number is listed in the DNCR. Thus, specific Consent overrides a 'general' listing in the DNCR.
- 6.2 Licensees shall:
 - 6.2.1 Develop, implement, maintain, and promote a Do Not Call Registry ("DNCR") as further detailed in Articles 7 and 9.
 - 6.2.2 Develop, implement, maintain, and promote a Do Not Originate Registry ("DNOR") as further detailed in Article 7.8.
 - 6.2.3 Develop, implement, maintain, and promote specialised facilities and procedures to deal with consumer complaints regarding Spam Calls as further detailed in Article 13.
 - 6.2.4 Take the utmost care to ensure that their own telemarketing campaigns and Licensee's Own Telemarketing Calls comply fully with this Regulatory Policy.
 - 6.2.5 With regard to Licensee's Own Telemarketing Calls, take the utmost care to ensure that Consent is obtained in full compliance with the principles given in sub-article 4.3.
 - 6.2.6 Licensees shall take appropriate measures to educate and raise awareness in their Subscribers of this Regulatory Policy as further detailed in Article 12.

7. Do Not Call Registry

- 7.1 Each Licensee shall develop, maintain, and promote a Do Not Call Registry (the "DNC Registry" or "DNCR").
- 7.2 The DNC Registry is a Licensee controlled platform to be used to list the telephone numbers of those Subscribers who do not wish to receive Unsolicited Telemarketing Calls on any of the numbers listed in the DNC Registry.

- 7.3 Licensees shall not limit the amount or type of telephone numbers that can be listed in the DNC Registry in relation to any single Subscriber.
- 7.4 Each Subscriber shall have the right to have multiple telephone numbers - multiple mobile numbers as well as multiple fixed-line numbers, - listed in the DNC Registry and have that data synchronised with any DNC Registry operated by any other Licensee in the UAE.
- 7.5 When designing and implementing the DNC Registry, Licensees shall have the utmost regard to the following principles:
- 7.5.1 all data in the DNCR shall be stored securely in the UAE for a period of at least three (3) years;
 - 7.5.2 access to the DNCR shall be limited to: Licensees, relevant authorities (including the TDRA), and Persons engaged in telemarketing only.
 - 7.5.3 to extent possible records in the DNCR shall be anonymous- telephone numbers listed in the DNCR shall not be directly linked to a Subscriber's name or other details which directly identify the Subscriber;
 - 7.5.4 the DNCR shall have the minimum number of data records and fields necessary to achieve the purpose of the registry.
- 7.6 Licensees shall cooperate and work together in good faith to synchronise and keep synchronised the data in their respective DNC Registries. As a minimum, Licensees shall synchronise the data in their respective registries on a daily basis.
- 7.7 Nothing in this Regulatory Policy shall be construed as preventing Licensees from cooperating to develop and maintain a single and shared DNC Registry provided that such cooperating Licensees retain joint and several liability for the ongoing maintenance and availability of the shared DNC Registry.
- 7.8 Licensees shall act as ambassadors of the DNC Registry and shall through Qualifying Contracts and other means obligate all Persons engaged in telemarketing to not place Telemarketing Calls to any number listed in the DNC Registry unless the concerned Person has the consent of the called party.

8. Do Not Originate Registry

- 8.1 Each Licensee shall develop, maintain, and promote a Do Not Originate Registry (the "DNO Registry" or "DNOR").
- 8.2 Licensees shall develop and implement robust systems to maintain the security of the DNOR and prevent unauthorised access.
- 8.3 The DNOR is a facility to be used to list telephone numbers which are known to have been used to originate Spam Calls. Pursuant to the provisions of sub-article 14.2, Licensees shall during the call setup stage block calls which originate from numbers in the DNOR.
- 8.4 The DNO Registry shall contain the minimum information and fields to achieve the purpose of the registry. To that end, and to the extent possible, records in the DNOR shall be anonymous and the DNOR is to include telephone numbers only.
- 8.5 Licensees shall provide a mechanism whereby any Person can apply to have a specified telephone number removed from the DNOR. Removal of numbers from the DNO Registry shall be subject to completion of robust procedures by the applicant. As a minimum the applicant shall be required to:

- 8.5.1 complete ID verification;
 - 8.5.2 reasonably demonstrate that the number in question is, or was, assigned to the applicant; and
 - 8.5.3 provide a reasoned request for the removal of the number from the DNOR.
- 8.6 Licensees shall cooperate and work together in good faith to synchronise and keep synchronised the data in their respective DNO Registries. As a minimum, Licensees shall synchronise the data in their respective registries on a daily basis.
- 8.7 Nothing in this Regulatory Policy shall be construed as preventing Licensees from cooperating to develop and maintain a single and shared DNO Registry provided that such cooperating Licensees retain joint and several liabilities for the ongoing maintenance and availability of the shared DNO Registry.

9. Promotion of the DNC Registry and Enrolment of Telephone Numbers

- 9.1 All Licensees shall promote awareness of the DNC Registry by including adequate and appropriate provisions in Qualifying Contracts. Licensees shall promote robust working practices and require all business Subscribers who are engaged in telemarketing to comply with the obligation to refer to the DNC Registry- as set out in Article 10 before making any telemarketing call. Numbers listed in the DNC shall not be called unless the calling party has the Consent of the Subscriber who is being called.
- 9.2 Licensees shall offer and promote a mechanism where any Subscriber, subject to concluding reasonable administrative procedures- including ID verification- may, have any telephone number(s) assigned to that Subscriber:
 - 9.2.1 added to the DNC Registry; or
 - 9.2.2 removed from the DNC Registry.
- 9.3 In the event that the procedures described in 9.2 are manual procedures, Licensees shall ensure that the Subscriber's request for enrolment/removal to/from the DNCR shall be completed within two (2) working days from the Subscriber's request.
- 9.4 Licensees shall not charge Subscribers for having their telephone number(s) listed in or removed from the DNCR.
- 9.5 Unless the concerned Subscriber expressly agrees otherwise, Licensees shall upon the occurrence of any of the following events by default immediately enrol the concerned telephone number into the DNCR:
 - 9.5.1 commencement of a new contract with a Licensee for the supply of telecommunications services by that Licensee. This includes pre-paid and post-paid, fixed and mobile, as well as resident and visitor contracts;
 - 9.5.2 assignment of a telephone number to a Subscriber; or
 - 9.5.3 renewal or extension of any existing contract for services with a Licensee.
- 9.6 Licensees shall upon the occurrence of any of the events in sub-article 9.5 inform the Subscriber of his/her right to have any other number of any type (fixed, mobile, etc.) which is assigned to that Subscriber- listed in the DNCR.

- 9.7 All Subscribers when accessing any Licensee service centre¹ shall be offered the opportunity to have any and all of their telephone numbers enrolled into the DNC Registry.
- 9.8 Notwithstanding the generality of the provisions of sub-article 9.1, each Licensee shall, for a period of not less than twelve (12) months starting from a date which is no later than ninety (90) calendar days after the Effective Date promote the DNC Registry by means of:
- 9.8.1 a prominent notice to be displayed on its website;
 - 9.8.2 a prominent notice to be displayed on all invoices issued to Subscribers;
 - 9.8.3 a prominent notice to be displayed at all Licensee's business centres including shops and kiosks; and
 - 9.8.4 an audible reference to be made during all calls to the Licensee's principal customer call centre.
- 9.9 With regard to Licensee's Telemarketing Calls, Licensees shall, for a period of not less than three (3) years, maintain copies of any consent or authorisation obtained under sub-article 9.5 or elsewhere in this Policy and, on demand from the TDRA the concerned Licensee shall furnish evidence of obtaining such authorisation/consent.
- 9.10 With regard to Licensee's Telemarketing Calls, a Licensee shall be considered to have breached the provisions of sub-article 9.9, if the concerned Licensee cannot produce evidence of having obtained such authorisation/consent.

10. Use of the DNC Registry by Persons engaged in Telemarketing

- 10.1 The provisions of this Article apply to all Persons including Licensees when engaged in Telemarketing activities.
- 10.2 In relation to a Target Number:
- 10.2.1 a Person having Consent to call that Target Number may- without reference to the DNC Registry- call or cause to be called the Target Number for the purposes of Telemarketing.
 - 10.2.2 a Person not having Consent to call that Target Number shall refer to the DNC Registry for guidance before placing any Telemarketing Call to that Target Number. The Person shall not call the Target Number if it is listed in the DNC Registry; whereas the Person may call the Target Number if it is not listed in the DNC Registry.
- 10.3 For the avoidance of doubt, a Person having Consent, may call or cause to be called a specific number (the number for which Consent was given) for the purposes of Telemarketing even if that number is listed in the DNC Registry. Thus, specific Consent overrides a 'general' listing in the DNC Registry.
- 10.4 No Person shall use any Telemarketing Calls to encourage Consumers directly or indirectly, to call or send a short message or other Electronic Communication to any Premium Rate Number.

¹ In this context the term 'service centre' shall be interpreted as widely as possible and shall cover all points of contact including, but not limited to licensee controlled: call centres, business centres, shops and retail outlets, service centres, kiosks, and self-service centres, etc.

11. Licensee's Telemarketing Calls

- 11.1 Licensees shall adopt stringent internal rules, standards, procedures, and protocols regarding their compliance with:
 - 11.1.1 the provision of Article 10;
 - 11.1.2 the provisions of sub-article 5.3.

12. Consumer Awareness and education

- 12.1 Licensees shall take appropriate measures to educate and raise awareness in their Subscribers of this Regulatory Policy.
- 12.2 Notwithstanding the generality of sub-article 12.1, Licensees shall publish information aimed at creating awareness and educating Subscribers regarding specific measures that Subscribers can take to protect themselves against Spam Calls. Specifically, each Licensee shall comply with the following sub-sections as appropriate.
 - 12.2.1 For all types of network operated by the concerned Licensee, the concerned Licensee shall publish and maintain up to date:
 - (i) information on how Subscribers can report Spam Calls;
 - (ii) information on how Subscribers can register their details in the Do Not Call Registry;
 - (iii) information on how Subscribers can de-register their details in the Do Not Call Registry; and
 - (iv) information on how Subscribers can submit specific complaints regarding the receiving of Spam Calls by those Subscribers.
 - 12.2.2 With regard to mobile networks and services, the concerned Licensee shall:
 - (i) publish an annual report to list the ten (10) most common² smartphones (make and model) in use on its respective mobile network, and for each of those smartphones the concerned Licensee shall publish specific information on how Subscribers may activate any standard 'anti-Spam Call' features inbuilt into those smartphones;
 - (ii) publish and maintain up-to-date, information on whether or not the concerned Licensee provides any Apps which contain 'anti-Spam Call' features/facilities and if so, specific information on how Subscribers can access those Apps and the concerned features.
 - 12.2.3 With regard to fixed networks and services, the concerned Licensee shall publish and maintain up-to-date, information- including user guides- on any products, supplied by the Licensee for connection to that Licensee's fixed-network and which can be used to protect the Subscriber from Spam Calls conveyed on the Licensee's fixed-network.
- 12.3 By the date which is sixty (60) calendar days after the Effective Date, (the "Awareness Plan Submission Date"), each Licensee shall submit to the TDRA the detailed plans of that Licensee to effect compliance with this Article 12.
- 12.4 Until such time as the TDRA Instructs otherwise, each Licensee shall on or before each anniversary of the Awareness Plan Submission Date, submit to the TDRA details of that

² Measured in terms of the number of smart phones being connected to the Licensee's network.

Licensee's plans to effect ongoing compliance with this Article 12 by updating the information previously published by that Licensee.

13. Complaints Regarding Spam Calls

- 13.1 For the purpose of this Policy, the term "Spam Complaint" shall mean any complaint submitted by a Consumer to a Licensee where the principal subject matter of that complaint concerns the receipt by that Consumer of Spam Calls.
- 13.2 Within sixty (60) calendar days of the Effective Date, Licensees shall establish specific channels (online, by telephone, and in-store) to enable Consumers to submit Spam Complaints to the Licensee.
- 13.3 Licensees shall monitor and analyse Spam Complaints. To the extent possible, Licensees shall use appropriate tools to determine the number or electronic address from which the Spam Call was initiated, and Licensees shall take action (through the terms and conditions of the Qualifying Contracts) against repeat offenders.
- 13.4 With regard to complaints regarding Malicious Calls:
 - 13.4.1 In the event that a Licensee can trace three (3) Spam Complaints regarding Malicious Calls to a particular number or Person, the concerned Licensee shall:
 - (i) automatically add that number to the DNO Registry; and
 - (ii) in circumstances where that number or electronic address is assigned to a Person having a Qualifying Contract with that Licensee, the Licensee shall, pursuant to Article 15 serve notice to that Person of a possible breach of the Qualifying Contract.
- 13.5 With regard to complaints regarding Unsolicited Telemarketing Calls:
 - 13.5.1 In the event that a Licensee can trace ten (10) Spam Complaints regarding Unsolicited Telemarketing Calls to a single number, the concerned Licensee shall:
 - (i) if that number is assigned to a Person having a Qualifying Contract with that Licensee, the Licensee shall, pursuant to Article 15 issue a warning by way of a notice served to that Person of a possible breach of the Qualifying Contract; or
 - (ii) if that number is not a UAE issued number, automatically add that number to the DNO Registry.
 - 13.5.2 In the event that a Licensee can trace one (1) Spam Complaint regarding Unsolicited Telemarketing Calls to a single number from a Person to whom notice has been served in accordance with sub-article 13.5.1(i), the concerned Licensee shall serve that Person with a Final Warning. In the event of further complaints arising after the Final Warning is served, the Licensee shall immediately add the concerned number- and any other number(s) the Licensee has assigned to that Person- to the DNO Registry.
- 13.6 Licensees shall submit quarterly reports to the TDRA regarding, the Spam Complaints received during the period covered by the report and the actions taken by the Licensee in relation to measures designed to reduce Spam Calls and by extension Spam Complaints. The TDRA may from time-to-time issue or amend instructions regarding templates to be used for the content, format, means of submission, and general make-up of the quarterly reports.

14. Monitoring and Protection Obligations

- 14.1 To the extent possible and technically feasible, Licensees shall monitor their networks and systems for indications of Spam Calls and when appropriate take practical actions to reduce Spam Calls.
- 14.2 Licensees shall implement systems to monitor their networks and automatically block calls which originate from numbers in the DNO Registry.
- 14.3 Licensees shall implement systems to automatically detect calls which originate on their networks and are destined for an international premium rate number, the Licensee shall intercept all such calls and shall alert the caller by means of an audible warning. The call set-up process shall not continue unless the caller takes a specific action to confirm his/her consent to the continuation of that call set-up.

15. Provisions to be included in Qualifying Contracts

- 15.1 The provisions of this Article apply to all Qualifying Contracts.
- 15.2 Within three (3) months of the Effective Date, Licensees shall ensure that all the requirements set out in this Policy are reflected clearly in the terms and conditions of new Qualifying Contracts, as well as in any applicable acceptable use policies.
- 15.3 Without prejudice to sub-article 15.2 above, Licensees shall, within twelve (12) months of the Effective Date, review and where appropriate, amend the terms and conditions of their existing Qualifying Contracts, and any acceptable use policies, to ensure that they are compatible with and reflect the requirements of this regulatory Policy.
- 15.4 Without prejudice to sub-articles 15.2 and 15.3 above, the Licensees shall include the following provisions in all Qualifying Contracts be they new or existing contracts:
 - 15.4.1 The concerned business Subscriber shall not use or cause to be used the Licensee's network and services to: initiate, make, or facilitate making Spam Calls;
 - 15.4.2 The concerned business Subscriber shall not without prior Consent initiate a Telemarketing Call to any Target Number listed in the Do Not Call Registry. The concerned business Subscriber shall keep records of all such Consent for a period of at least two (2) years after the last Telemarketing Call was made to the concerned Target Number.
 - 15.4.3 The concerned business Subscriber shall not initiate or cause to be initiated any Telemarketing Call to Consumers between the hours of 6:00pm (18:00 hours) and 9:00am (09:00 hours) unless expressly instructed by the concerned Consumers to do so on an individual basis.
 - 15.4.4 Telemarketing Calls shall not be used to encourage Consumers directly or indirectly to call or send a short message or other electronic communication to any premium rate number.
 - 15.4.5 All of the Licensee's Qualifying Contracts shall provide that the provisions of this Policy (including the provisions of this Article) are incorporated by reference as terms into those contracts, as applicable, and that it shall be a breach of those contracts if the business Subscriber breaches any applicable provision of this Policy (including the provisions of this Article). Those contracts will further provide that such breaches may give rise to appropriate penalties or liquidated damages as appropriate, and contract suspension and termination.

16. Other Obligations

- 16.1 The Licensees shall provide Subscribers with information and resources to help them minimise the level and impact of Spam Calls. Such information and resources shall include:
- 16.1.1 the provision of information on the Licensee's 'anti-spam' policies, programs, and tools;
 - 16.1.2 advice on how to handle and how to report incidents of Spam Calls.
- 16.2 By the date which is sixty (60) calendar days after the Effective Date (the "Implementation Plan Submission Date"), each Licensee shall submit to the TDRA the detailed plans of that Licensee to effect compliance with this Policy.

17. Implementation and Review

- 17.1 The TDRA will continuously monitor the implementation and compliance of this Policy and may require information and reports which shall be submitted by the Licensee when required.
- 17.2 The TDRA may, at its discretion, request additional information from the Licensees in relation to Spam Calls, which may include, among other matters: statistics, and periodical reports on practical measures taken to minimise or prevent the transmission of Spam Calls.

18. Government Exemption

- 18.1 This Policy shall not apply to any telephone calls initiated by any Government Entities. Further, this Policy will not apply to any Licensee with respect to the carriage or transmission of those telephone calls initiated by Government Entities.

19. Final Provisions Effective Date and Implementation Dates

- 19.1 The Effective Date shall be the same day as the date on which this Regulatory Policy is issued and unless a contrary intention is specifically stated for specific provisions contained herein, the provisions of this Regulatory Policy shall be effective on the Effective Date.
- 19.2 The Licensees shall implement this Policy and be in full compliance with its provisions in accordance with the following table:

Provision(s)	Implementation Date
Article 7 and its sub-articles	Six (6) months after the Effective Date.
Article 8 and its sub-articles	Six (6) months after the Effective Date.
Sub-article 9.8 and its further sub-articles	Ninety (90) Calendar Days after the Effective Date.
Sub-article 12.3	Sixty (60) Calendar Days after the Effective Date.
Sub-article 13.2	Sixty (60) Calendar Days after the Effective Date.
Sub-article 13.6	The first quarterly report shall be due by the date which is six (6) months after the Effective Date.

Sub-article 16.2	Sixty (60) Calendar Days after the Effective Date.
All other Provisions	One (1) month of the Effective Date.

19.3 Order of Precedence:

19.3.1 With specific reference to matters relating to Spam Calls, and in the case of any conflict, contradiction or ambiguity between the provisions of this Regulatory Policy and any other instrument, the order of precedence shall be applied in the following order:

- (i) the Telecommunications Law;
- (ii) the Executive Order;
- (iii) this Regulatory Policy; and
- (iv) the Regulatory Framework.

20. Publication

20.1 The TDRA reserves the right to publish this Regulatory Policy at its discretion and without notice to the Licensees.