



# Terms and Conditions

## Message Manager Service

- The words and expressions used in these Terms and Conditions shall have the meaning as are ascribed to them in the Telecom Law and the UEC Regulatory Policy, unless the context otherwise provides. For the purposes of these terms and conditions the following terms and words shall have the meaning ascribed to them below:
  - Consent means the Consent or approval by a recipient to receive Electronic communications, as required by this regulatory policy or the Annexes issue under it.
  - Content Provider: Any company or entity who is using Etisalat messaging services and GSM Network to send or receive messages to/from mobile subscribers.
  - Electronic Communication means the communications conveyed by means of a telecommunications Network to an Electronic Address.
  - Etisalat: Emirates Telecommunications Corporation established by the Federal Law No. 1 of 1991.
  - Customer means a recipient to whom Etisalat provides Telecommunications Services.
  - SMS/MMS Center: Short /Multimedia Message Service Center.
  - Telecom Regime: The telecom regulatory framework in the UAE including the Telecom Law, and its Executive Order and all policies, regulations, orders, resolutions, procedures, guidelines, instructions and other such determinations as may be issued by the TRA from time to time.
  - Telecom Law means Federal Law by Decree No. 3 of 2003
  - UEC Regulatory Policy: The TRA's Unsolicited Electronic Communications Regulatory Policy Version 1.0 issued in 30 December 2009 and its Annexes as amended by the TRA from time to time. <http://www.tra.ae/TRA%20Regulations.php>
- Etisalat shall provide the Content Provider with the connectivity between its SMS/MMS Center and Content Provider's host computer/server.
- Content Provider shall be responsible to ensure that it possesses appropriate systems (hardware and software) to support the online SMS/MMS push and pull applications and that its systems and applications are ready and compatible with Etisalat's systems and protocols.
- Connectivity between the Content Provider's host computer/server and Etisalat's SMS/MMSC/GSM network can be through the Internet, or any other configuration the parties may mutually agree on. However, Access set-up costs and applicable rental charges for all options will be the responsibility of the Content Provider.
- The provisions of the UEC Regulatory Policy are incorporated by reference into these Terms and Conditions Message Manager Service, as applicable, and thereby form an integral part of them. Any breach by Content Provider of any applicable provision of the UEC Regulatory Policy shall be a breach of these Terms and Conditions Message Manager Service and may give rise to appropriate penalties or liquidated damages as appropriate, as well as contract suspension and termination.
- Notwithstanding and without prejudice to the generality of clause 9 of these Terms and Conditions, the Content Provider must comply with the following specific obligations as set out in the UEC Regulatory Policy:
  - Content Provider shall not initiate, send or facilitate sending of Mobile Spam in accordance with requirements of UEC Regulatory Policy);
  - Content Provider must obtain the Consent of each Customer prior to sending any Marketing Electronic Communication, as is the UEC Regulatory Policy has defined. Content Provider shall comply in full with the Consent principles set out in Article 6 of the UEC Regulatory Policy, including but not limited to:
    - Ensuring that the process of obtaining the Consent will follow an Opt-in Procedure, as defined in the UEC Regulatory Policy);
    - Emphasizing that the Content Provider will not refuse to supply services to the Customer based on the Customer's failure to provide the requested Consent;
    - Confirming the transparency of the process of obtaining Consent;
    - undertaking that the record of the Customer's Consent will include the date and time of the Consent, the Customer's identity, the words or other content by which the Customer has indicated Consent, and the IP address / telephone number / signed written document via which the Customer provided its Consent;
    - The possibility of storing and presenting the Consent in tangible form when required by the TRA. In this regard, Content Provider shall present to Etisalat within one working day following the date of Etisalat's request a copy of the Consent(s) in a tangible form whenever so requested by Etisalat;
    - Retaining of the Consent record for the entire period during which Marketing Electronic Communications (as that term is defined in the UEC Regulatory Policy) are sent to the Customer;
    - Ensuring that All Marketing Electronic Communications (as that term is defined in the UEC Regulatory Policy) sent to Customers shall provide, free of charge to the Customer, a means by which the Customer can Unsubscribe (as that term is defined in the UEC Regulatory Policy);
  - Requests for Customer Consents as referred to in clause 6.2 of these Terms and Conditions must not be sent to the Customer using voice calls, or Mobile Text Messages (as that term is defined in the UEC Regulatory Policy);
  - Content Provider must not send Mobile Text/Multimedia Messages (as that term is defined in the UEC Regulatory Policy) containing Marketing Electronic Communications (as that term is defined in the UEC Regulatory Policy) to Customers between 7.00 am to 9.00pm;
  - Content Provider must not send Marketing Electronic Communications (as that term is defined in the UEC Regulatory Policy) using Mobile Messages (as that term is defined in the UEC Regulatory Policy) to Customers encouraging them directly or indirectly to call or send a short message or other electronic communications to a premium rate number .
- Content Provider shall provide adequate Customer support to its Customers and highlight the contact telephone numbers and timings in all its Advertisements and Promotional messages.
- Content Provider shall ensure that its content and services conforms to the social and cultural fabric of the UAE and shall strictly refrain from offering services or sending contents, which may conflict with or breach the related laws of the UAE.
- Content Provider will be totally responsible for the accuracy, legality and authenticity of the information/content it offers and shall also be totally responsible and liable for any claims/losses resulting from the service. Content Provider hold Etisalat harmless and fully indemnified from and against any and all claims, damages, liabilities, losses or expenses arising from such acts or omissions of the Content Provider or its Customers in connection with SMS/MMS service.
- Content Provider shall be responsible for all public abuses, misuses of the Services/Content or unauthorized use thereof.
- Without prejudice to clauses 9 and 10 of these Terms and Conditions, SMS/MMS messages should not be sent randomly to any mobile number.
- Content Provider shall obtain all necessary approvals from the relevant government authorities and ministries for the service, content or prizes and draws/raffles.
- Content Provider undertakes that its equipment will not have any adverse effect on Etisalat equipment/services.
- Etisalat will not be responsible for the performance of Content Provider's equipment and/or damage or loss to the Customers equipment and damage or loss as a result of connecting the equipment to Etisalat's network.
- Content Provider will be held responsible for any damage to Etisalat Network – as well as for all accidents, personal injuries, loss of life etc. to Etisalat staff or third parties, if these are attributed to Content Provider's equipment. In case there is any damage to Etisalat network or equipment due to malfunctioning of Content Provider's equipment, Content Provider shall bear the cost of replacement of the damaged Etisalat equipment as claimed by Etisalat.
- In the event of termination of this Agreement, Etisalat shall be entitled to recover from the Content Provider all arrears of charges payable by the Content Provider under this Agreement.
- Message Manager Service is used by the Content Provider to send SMS/MMS messages to its Customers. The Content Provider shall have its own database of its Customer's mobile numbers. The Content Provider shall provide its Customers the option/facility to opt out or unsubscribe to its services, if they so desire.
- Content Provider can send/push SMS/MMS messages to its Customers only between 07:00 a.m. and 09:00 p.m. However this condition does not apply if the end-Customer himself/herself requests for some information/content outside the defined time period – except in the case of Marketing Electronic Communications (as that term is defined in the UEC Regulatory Policy), which must never be sent outside of these hours.
- In addition and without prejudice to the requirement for Content Provider to comply in full with the obligations set out in clause 6.2 of these Terms and Conditions, Content Provider shall provide a simple and Free of charge procedure to its Customers for deactivation of service/for opting out.
- All Premium SMS/MMS charges shall be billed and collected by Etisalat as per Etisalat's prevailing procedures.
- Reimbursement to Content Providers shall be based on the actual total SMS/MMS generated for each short code, multiplied by the Content Providers share applicable to that short code. Such reimbursement will be paid monthly to the Content Provider, and will be made 45 days after the closure of billing (calendar) month.
- Etisalat Customer Care Centre 8006665 & 800Speed will be the main contact points for all Service related complaints.
- Etisalat's internal reports and records shall be final and binding on the Content Provider for calculation of revenue generated and for reimbursing the Content Provider its share of the revenue.
- Content Provider can price the Premium SMS/MMS messages at any prices it decides to charge however these needs to be advised to Etisalat in writing and can be implemented only on the basis of mutual agreement so that the same can be implemented for billing purpose. The upper ceiling for the charges is AED 100..
- Content Provider is required to inform the Customers the price/charges of the SMS/MMS they will be sending to various short codes assigned to the Content Provider. Charges needs to be highlighted prominently in all SMS/MMS messages sent advertisements, promotional messages and announcements e.g. on SMS, MMS, IVR, radio, newspapers, magazines or TV programs
- Etisalat reserves an unrestricted right to discontinue the service if the Content Provider fails to provide sound and clear pricing information to the Customers. Etisalat may refund to the Customers the charges for the SMS/MMS if such charges are not clearly and prominently displayed and advised to the customers provided that the Customer has lodged a formal complaint with Etisalat to that effect. In such cases, the revenue refunded will be deducted from the Content Provider's share of the Premium SMS/MMS revenue.
- Etisalat is only providing the Content Provider the access to its SMS/MMS Center and billing facilities for the Premium Service and will not be responsible in any way for any other aspects concerning its service/content/application.
- Content Provider shall give at least 5 days (working days) prior notice in writing of its intention to add new short codes, sender IDs or rates or amend/change its sender's ID or rates applicable to any short code assigned to it.
- Etisalat mobile Customers are entitled to block any Content Provider via Etisalat anti-spam facility. Content Provider shall be liable for any claim or combination of claims, proceedings or actions made against it by its Customers pursuant to a contractual relationship between them. Etisalat shall not be responsible for any misuse, fraudulent transactions or inaccurate or inappropriate transactions conducted by Content Provider/its Customers/Third Party through the online SMS/MMS push application
- Etisalat reserves the right, as its discretion to change or modify all or any part of these terms and conditions at any time, effective, immediately, upon notice published on the service. The continued use of the service by the content provider constitutes the acceptance of these terms and conditions, including any changes or modifications made by Etisalat as permitted above. If at any time the Terms and conditions of this service are no longer acceptable to the Content Provider, use of the service can be ceased immediately by the Content Provider and has to inform Etisalat in writing.
- Termination and Disconnection of Service – Etisalat reserves the right to discontinue the service and to terminate the contract with the Content Provider immediately, if the Content Provider (1) delay the payment of the service charges, or (2) breached any of the terms and conditions of the service and fail to remedy such breach within (7) days from a notice served by Etisalat to that effect.
- Limitation of Liability – Notwithstanding anything contained herein, the aggregate liability of Etisalat to the Content Provider relating to any claim or combination of claims arising from or in connection with the bulk SMS/MMS service, whether in tort, contract or otherwise, shall in no event exceed the actual amounts paid by the Content Provider during one year preceding that claim. Disclaimer – SMS/MMS Service is provided "as is". Etisalat does not make, and hereby disclaims, any and all express and/or implied warranties, including but not limited to, warranties of merchantability, fitness for a particular purpose, non-infringement and title, and any warranties arising from a course of dealing, usage, or trade practice. Etisalat does not warrant that the services will be available uninterrupted, error-free or in a completely secure basis.
- Content Provider will be charged connection/set-up charges and rental for ports and short codes as per Etisalat's standard terms and conditions.
- In the event of any inconsistent or incompatible provisions, this Terms and Conditions shall take precedence, followed by the provisions of any agreement signed by and between Etisalat and the Content Provider in relation to the Bulk SMS/MMS Service and/or Revenue Sharing Agreement.