

ETISALAT'S ANTISPAM POLICY (the "ANTISPAM POLICY")

1. DEFINITIONS

The words and expressions used in this Antispam Policy shall have the meaning ascribed to them in the Unsolicited Electronic Communications Regulatory Policy and its Annexes, issued by the Telecommunications Regulatory Authority of the United Arab Emirates (the "TRA"), as amended from time to time (the "UEC Policy"), unless the context otherwise requires.

2. SCOPE OF THE ANTISPAM POLICY

- 2.1 As per the express requirement stipulated in the UEC Policy, the provisions of the UEC Policy, as well as any officially issued by the TRA Instructions and Guidelines on the application of the UEC Policy, as amended and in force from time to time, are hereby incorporated by reference into this Antispam Policy, as applicable, and thereby form an integral part of this Antispam Policy. The UEC Policy is attached to this Antispam Policy as Annexure 1.
- 2.2 This Antispam Policy aims to safeguard Etisalat, its customers and its partners, from any unlawful use, abuse or exploitation of Marketing Electronic Communications and Mobile Text Messages and to minimize the transmission of Unsolicited Electronic Communications and Mobile Spam having a UAE Link.

3. TERRITORIAL SCOPE OF THIS ANTISPAM POLICY

- 3.1 This Antispam Policy applies to any Marketing Electronic Communication (including Marketing Electronic Communications using Mobile Text Messages) that:
 - i) originates in the United Arab Emirates (UAE); or
 - ii) originates from an individual or company physically located in the UAE; or
 - iii) the device used to access the Marketing Electronic Communication is located in the UAE; or
 - iv) the Recipient of the Marketing Electronic Communication is physically present in the UAE.(altogether, the "**Marketing Electronic Communication having a UAE link**")
- 3.2 For the avoidance of doubt, the territorial scope and application of this Antispam Policy is limited to any Marketing Electronic Communication having a UAE Link as specified under clause 3.1.
- 3.3 The Antispam Policy is not applicable to any other Marketing Electronic Communications (the "**Marketing Electronic Communications not having a UAE link**").

4. OBLIGATIONS AND RESTRICTIONS

- 4.1 The Party, which is not Etisalat (the "**Other Party**") acknowledges, agrees and undertakes that it and/or its customers and/or its users must, at all times, obtain the Consent of each Marketing Electronic Communication Recipient prior to sending any Marketing Electronic Communication to the Recipient and shall comply in full with all the Consent principles set out in the UEC Policy, including but not limited to:
 - a. Ensuring that the process of obtaining the Consent shall follow an Opt-in Procedure;

- b. Confirming that the process of obtaining Consent is clear and transparent;
 - c. Undertaking that the record of the Recipient's Consent shall include the date and time of the Consent, the Recipient's identity, the words or other content by which the Recipient has indicated Consent, and the IP address/ telephone number/ signed written document via which the Recipient provided its Consent;
 - d. Ensuring to store the Consent in tangible form and to present to Etisalat a copy of the valid Consent(s), prior to sending any Mobile Text Messages containing Marketing Electronic Communication to Etisalat for further termination to any Recipient. Failure to present the valid Consent(s) shall be a material breach of this Antispam Policy. Etisalat reserves the right to conduct periodic surprise audits to the Other Party to verify that the Other Party has the relevant valid Consent(s). Etisalat reserves the right to request from the Other Party to present to Etisalat within one (1) working day from Etisalat's request, a copy of the valid Consent(s) in tangible form whenever so requested by Etisalat. Failure to present the valid Consent(s) to Etisalat, shall be a material breach of this Antispam Policy;
 - e. Retaining of the Consent record for the entire period during which Mobile Text Messages containing Marketing Electronic Communication are sent to the Mobile Text Message Recipients and for two (2) years from the end of that period;
 - f. Ensuring that all Marketing Electronic Communications sent to Recipients shall provide, free of charge to the Recipients, a means by which the Recipients can Unsubscribe and that such Electronic Communications shall not be used for the purpose of persuading a Recipient not to use an Opt-out Procedure or to Unsubscribe or Subscribe;
 - g. Ensuring that Mobile Text Messages containing Marketing Electronic Communication shall not be sent randomly to any mobile number.
- 4.2 The Other Party acknowledges, agrees and undertakes that under this Antispam Policy and at all times, the Other Party and/or its customers and/ or its users:
- a. shall not initiate, send, or facilitate sending Mobile Spam;
 - b. shall ensure that effective Unsubscribe facilities shall be made available to Recipients in accordance with the provisions of the UEC Policy;
 - c. shall obtain the Consent of each Marketing Electronic Communication Recipient in accordance with the provisions of the UEC Policy, prior to sending any Mobile Text Messages containing Marketing Electronic Communication to the Recipient and shall comply in full with all the Consent principles set out in the UEC Policy;
 - d. shall not send any Mobile Text Messages containing Marketing Electronic Communication between the hours of 9:00 p.m. and 7:00 a.m. local UAE time;
 - e. shall not send a request to a Recipient for Consent using Mobile Text Messages or voice calls;
 - f. shall not send any Marketing Electronic Communications using Mobile Text Messages to Recipients encouraging them directly or indirectly to call or send a Mobile Text Message or other Electronic Communication to a premium rate number;
 - g. shall ensure that the content of Mobile Text Messages containing Marketing Electronic Communication conforms to the social and cultural fabric of the UAE and shall strictly refrain from offering services or sending content, which may conflict with or breach the related laws and regulations of the UAE.

4.3 The Other Party acknowledges that any breach of any applicable provision of the Antispam Policy and the UEC Policy may give rise to appropriate penalties or liquidated damages as appropriate, as well as contract suspension or termination, as applicable.

5. CHANGES IN THE UAE REGULATORY FRAMEWORK

5.1 In case there is any change in the UEC Policy, Etisalat reserves the right to communicate such change to the Other Party in writing. Upon receipt of such communication, the new requirements become an integral part of the Antispam Policy and the Other Party shall abide by these requirements. Etisalat's Antispam Policy can be found at www.etisalat.ae.

ANNEXURE 1

UAE UEC Policy

Available at www.tra.gov.au