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# TDRA Regulations

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## Consumer Protection Regulations

Version 2.0

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## CONSUMER PROTECTION REGULATIONS

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## 1. Introduction

- 1.1. Article (14)3 of Federal Law by Decree No. 3 of 2003 Regarding the Organisation of the Telecommunications Sector, as amended (hereinafter the “**Telecommunications Law**”) grants the TDRA the power to issue regulations, instructions, decisions and rules regulating the conditions, level and scope of services provided by the Licensees to subscribers...including the standards and quality of the provided services, terms of supply, the handling of subscriber complaints and disputes, provision of information to subscribers, usage of subscriber personal information and the provision of bills to subscribers.
- 1.2. These Regulations are issued pursuant to the provisions of the Telecommunications Law and the powers vested in the TDRA.
- 1.3. These Regulations are in addition to and complement other applicable UAE laws and the TDRA’s Regulatory Framework. Nothing in these Regulations shall be construed as waiving or modifying Licensee’s obligations to comply with any other applicable laws in the UAE, nor as waiving or modifying Licensee’s obligations to comply with any other applicable provisions in the TDRA’s Regulatory Framework.

## 2. Definitions and interpretation

- 2.1. The terms, words, and phrases used in these Regulations shall have the same meaning as are ascribed to them in the Telecommunications Law unless these Regulations expressly provides for otherwise, or the context in which those terms, words and phrases are used in these Regulations requires otherwise. For the purposes of these Regulations, the following terms and words shall have the meanings ascribed to them below:
  - 2.1.1. “**Advertisement**” means - any direct or indirect advertising, marketing, promotional or branding activity or any other activity which has the same or similar effect, and which promotes a Licensee, or Services provided by a Licensee to Consumers, and derivative terms such as “**Advertising**” and “**Advertises**” shall be construed accordingly;
  - 2.1.2. “**Advertiser**” means - any Person, as defined in sub-article 28.1 and, to the extent applicable, sub-article 28.27 of these Regulations, that Advertises;
  - 2.1.3. “**Advertising Means and Materials**” means - any material used for Advertising including, but not limited to, newspapers, magazines, brochures, leaflets, circulars, mailings, e-mails, text transmissions,

fax transmissions, catalogues, follow-up literature, websites, social media platforms, and other electronic and printed material; posters and other promotional media in public places, including moving images; cinema and video commercials; advertisements in electronic media, including broadcast media; online advertisements in paid-for space, for example, banner and pop-up advertisements; and public statements by Licensees and their agents and representatives, including but not limited to, statements, whether or not made or placed for consideration, made in news articles, press releases, and electronic media, including the internet and broadcast media, and at public forums;

- 2.1.4. “**Advertising Partner**” means - any Person who can reasonably be construed as being a distributor, dealer, agent, subcontractor, or representative of an Advertiser;
- 2.1.5. “**Comparative Advertising**” means - Advertising which in any way, either explicitly or by implication, identifies another Licensee or a product or service offered by that Licensee;
- 2.1.6. “**Consumer**” means - any Person, but excluding a Licensee, which person consumes or may consume a Public Telecommunications Service provided by a Licensee, and the term ‘Consumer’ includes Subscriber;
- 2.1.7. “**Consumer Complaint**” means - any correspondence or communication registered by any reasonable means at any place authorised by the Licensee for such purposes, from a Subscriber expressing dissatisfaction or grievance with that Licensee’s handling of the Subscriber’s account, or that Licensee’s provision of a Public Telecommunications Service to that Subscriber or from a Consumer expressing dissatisfaction or grievance on a matter within the direct scope of a Licensee’s business and on which matter the Consumer has some legitimate interest;
- 2.1.8. “**Consumer Dispute**” means - any correspondence or communication accepted by the TDRA from a Consumer expressing dissatisfaction or grievance on the outcome of a Consumer Complaint or on matters within the direct scope of a Licensee’s business and on which matter the Consumer has some legitimate interest;
- 2.1.9. “**Data Protection Law**” or “**DPL**” means – Federal Decree Law No. 45 of 2021 regarding the Protection of Personal Data.

- 2.1.10. “**Hard Cap**” means - a strict limit or ceiling imposed by Licensees on mobile data allowances<sup>1</sup> beyond which, the consumer cannot consume additional mobile data without the consumer taking specific actions as set out further in these Regulations.
- 2.1.11. “**In-bundle Rate**” means - the effective rate in AED/MB applied by the Licensees for the consumption of mobile data in circumstances where the consumer has subscribed to a data bundle and is consuming data within the data allowance for the particular bundle.
- 2.1.12. “**Large Business Subscriber**” means - an entity which is incorporated in the State pursuant to applicable laws/regulations, and which is a party in a contract with a Licensee for the supply of Telecommunications Services by the Licensee to that entity and where at least one of the following conditions are met:
- (a) the value of the foregoing contract is equal to or greater than one million and five hundred thousand dirhams (AED 1,500,000) per annum; or
  - (b) the entity has UAE derived revenues of greater than one hundred million dirhams (AED 100,000,000) per annum; or
  - (c) the entity has more than one thousand and five hundred (1,500) employees in the State; or
  - (d) the number of ‘company owned company paid’ (COCP) connections supplied in the contract exceeds one hundred (100).
- 2.1.13. “**Licensee**” is as defined in the Telecommunications Law.
- 2.1.14. “**No Bundle Rate**” means - the retail rate in AED/MB charged by Licensees for the consumption of mobile data in circumstances where the consumer has not subscribed to a corresponding data bundle.
- 2.1.15. “**One-time Password**” or “**OTP**” means – a string of characters, that is communicated to a user by electronic means, and has a limited life, and can be used to authenticate the user for a single transaction only.
- 2.1.16. “**Out-of-bundle Period**” means - the period of time, whether measured in hours, days, weeks, or months, starting from the time

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<sup>1</sup> All mobile data allowances included in any bundle, whether a single service bundle comprising a mobile data allowance only, or a multiple-service bundle comprising a mobile data allowance along with other allowances such as a certain number of voice minutes and/or an allowance for SMS communications and where in the case of multi-service bundles, the Hard Cap applies to the allowance for mobile data only.

when a consumer has used all of the data in a given data allowance and ending at the time when the data bundle automatically renews. For example: if a daily data bundle automatically renews at midnight each day and a consumer has used all of the data in that bundle by 14:45 hours, the Out-of-bundle Period would be of 9 hours and 15 minutes duration.

- 2.1.17. “**Out-of-bundle Rate**” means - the retail rate in AED/MB charged by the Licensees during the Out-of-Bundle Period for the consumption of mobile data outside the data allowance in any given data bundle.
- 2.1.18. “**Partner**” means - any Person who has an arrangement with a Licensee whereby the fees for Additional Services supplied by that person are collected by that Licensee via a Subscriber’s account whether collected immediately by a deduction of credit or collected at some later stage by a post-paid invoice.
- 2.1.19. “**PAYG Data**” (or “**pay as you go data**”, or “**pay-as-you-go data**”) means - any Licensee provided service or system whereby the consumption of data is charged at the time of using that data and where the amount charged by the Licensee is proportionate to the amount of data used by that consumer. Note: in the context of these Regulations, the terms **PAYG** (or **pay as you go**, or **pay-as-you-go**) shall have the same meanings in pre-paid billing systems (where the retail charges are deducted as they arise from a pre-purchased credit balance) and in post-paid billing systems (where the retail charges are collected at some time after they arise and in accordance with the established billing cycle for the consumer in question).
- 2.1.20. “**PAYG Hard Cap**” means - a strict limit or ceiling imposed by Licensees on the charges to be incurred by Subscribers through the consumption of PAYG Data in any one day as further described in Article 16 of these Regulations.
- 2.1.21. “**PAYG Hard Cap Limit**” means - the monetary value of the PAYG Hard Cap.
- 2.1.22. “**Penalty-Free Service Cancellation Period**” means - the period of time, as further defined in Article 12 of these Regulations, during which period a Subscriber can, in certain circumstances, cancel a contract for the supply of Telecommunications Services and exit that contract without incurring an early exit fee that would otherwise be imposed;
- 2.1.23. “**Person**” means - any natural or juridical person;
- 2.1.24. “**Post Subscription Confirmation Message**” or “**PSCM**” means - a written notice, as further defined in sub-article 5.4, which is provided

to the Subscriber under certain circumstances in accordance with these Regulations;

- 2.1.25. **“Premium Charge Number”** means - a fixed or mobile telephone number or short code for voice or text messaging for which the Consumer or Subscriber is charged at a higher than standard charge for a local voice call or a standard SMS;
- 2.1.26. **“Price”** shall have the same meaning as given to that term in the Regulatory Policy and Procedure, Price Control, Version 1.0, issued 28 June 2017 as may be updated from time to time;
- 2.1.27. **“Regulations”** or **“these Regulations”** means - the Consumer Protection Regulations including any annexure thereto, as issued by the TDRA and amended from time to time;
- 2.1.28. **“Regulatory Framework”** means - the complete body of resolutions, licences, authorisations, policies, regulations, instructions, directives, orders, determinations, reports, procedures, guidelines, and other such regulatory instruments as issued and as may be issued by the TDRA and as may be amended from time-to-time.
- 2.1.29. **“Service”** the term ‘Service’ shall be construed generally to cover: Telecommunications Services and products supplied to Consumers by a Licensee; and, Additional Services and products supplied to Consumers by a Licensee or a Partner, unless a contrary meaning is expressed, or the context in which the term ‘Service’ is used in a specific provision requires otherwise; and
- (a) **“Additional Service”** means – any optional non-telecommunications service supplied to a Consumer by a Licensee or a Partner and where the fees, levies, or charges for such extra service(s) are collected by the concerned Licensee via the concerned Subscriber’s account by a post-paid invoice, or by a deduction from pre-paid credit. This covers all such services including without limitation: media content, TV channels, TV programmes, movies, video on demand, audio/visual content, games, apps, ringtones, third-party products, third-party services, etc. etc.
- (b) **“Telecommunications Services”** is as defined in the Telecommunications Law
- 2.1.30. **“Subscriber”** 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 regardless of whether the account is post-paid or pre-paid.

- 2.1.31. “**Subscriber Information**” means - any personal data relating to a specific Subscriber 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, any information derived from a Subscriber’s use of telecommunications services, account status, payment history, and credit rating;
- 2.1.32. “**Telecommunications Law**” means - Federal Law by Decree No. 3 of 2003 Regarding the Organisation of the Telecommunications Sector, as amended;
- 2.1.33. “**Temporary Instructions**” means - the instructions that the TDRA may issue pursuant to sub-article 3.8 of these Regulations;
- 2.1.34. “**TDRA**” means - the Telecommunications and Digital Government Regulatory Authority, which pursuant to the provisions of Article 6 of the Telecommunications Law is the General Authority for Regulating the Telecommunications Sector”; and
- 2.1.35. “**Two Factor Authentication**” or (“**2FA**”) means – a secure identity and approval management system used to identify a Subscriber for a single transaction only and which requires the concerned Subscriber to complete a specific procedure- generally involving the use of some form of time-limited code or password- to confirm the Subscriber’s identity and agreement to purchase and/or to pay for a particular Service.
- 2.2. In interpreting the provisions of these Regulations, unless these Regulations expressly provide for otherwise, or the context requires otherwise:
- 2.2.1. words importing one gender shall be construed as importing all genders;
- 2.2.2. words importing the singular shall be construed as importing the plural and vice-versa;
- 2.2.3. words importing persons shall be construed as importing juridical entities;
- 2.2.4. the word ‘contract’ shall not be construed as to apply only to contracts for post-paid services, where appropriate the word contract shall also be construed to apply to pre-paid services;
- 2.2.5. references to ‘subscription to’ and ‘purchase of’ shall be construed to have the same meaning and references to ‘subscription process’ and ‘purchase process’ shall be construed to have the same meaning;

- 2.2.6. references to articles, sub-articles, annexure, and attachments shall be construed as being references to articles, sub-articles, annexure, and attachments in or to these Regulations;
- 2.2.7. headings and sub-headings in these Regulations are intended for guidance and are not to be construed as limiting the effect of the provisions these Regulations.

### **3. General Provisions**

- 3.1. Unless otherwise stated these Regulations apply to all UAE Licensees regardless of branding and no Licensee shall seek an exemption from any of the provisions of these Regulations based on the brand-name or brand-names used by the Licensee. Licensees are required to obligate all relevant: agents, representatives and- to the extent possible, Partners- to adhere to these Regulations.
- 3.2. Where these Regulations obligate Licensees to provide written information to Consumers, unless a contrary intention is expressed for specific provisions, such written information:
  - 3.2.1. may be provided in electronic form; and
  - 3.2.2. shall be written in the Arabic language or in the English Language as preferred by the Consumer or in circumstances where the preference is unknown, the information shall be written in both languages.
- 3.3. Licensees shall act with transparency and fairness in all dealings with Consumers regarding the services offered and/or provided by Licensees to Consumers and all information provided to Consumers shall, at the time it is provided, be complete, transparent, accurate, and truthful.
- 3.4. Licensees are encouraged to promote awareness and generally assist their Subscribers to get the best from the Telecommunications Services and products being provided.
- 3.5. Notwithstanding the generality of 3.4, the TDRA may, from time to time, require Licensees to promote Subscriber awareness on certain matters as specified and justified by the TDRA at that time.
- 3.6. Except in cases specifically approved by the TDRA or objectively justified otherwise, Licensees shall implement technology neutral and geographically neutral Prices so that for any given Telecommunications Service, Consumers shall not be unduly disadvantaged by their geographical location. This means

that any given Licensee supplied Telecommunication Service shall have a uniform Price throughout the UAE, and in the event that the same service can be supplied using different technologies the Price shall remain uniform regardless of the particular technology used to deliver that service.

- 3.7. A finding of a breach of the provisions of these Regulations does not preclude the TDRA from finding that the same act(s) or omission(s) also constitute a breach of another provision of the Telecommunications Law, of a Licence condition or other regulatory instrument issued by the TDRA nor from taking enforcement action pursuant to that provision also.
- 3.8. The TDRA, where it considers it reasonable, may during the investigation of a complaint for an alleged breach of Article 28 of these Regulations, issue Temporary Instructions to any Licensee concerning the activities under investigation. Such Temporary Instructions may include an order to desist temporarily in repeating the particular Advertisement, or to take, or refrain from taking, any steps that the TDRA considers appropriate under the circumstances. In deciding whether to issue Temporary Instructions, the TDRA shall have regard to the complexity of the case, the likely impact on Consumers, the telecommunications market and the strength of the available evidence. Consumer protection shall be given paramount consideration in such cases. Temporary Instructions shall apply for such period as the TDRA may specify. Breach of the Temporary Instructions shall constitute a breach of these Regulations.
- 3.9. Licensees shall maintain records and shall provide copies of such records to the TDRA on demand. Unless the provisions of any relevant law requires otherwise, or specific provisions in these Regulations state otherwise, the record retention period shall be in accordance with the following table:

Type of Record	Minimum retention period
Hard Copy Application Forms – for Telecommunications Services	Hard copies shall be retained for at least three (3) years. Thereafter, digitised copies shall be retained ad infinitum.
Electronic Application Forms – for Telecommunications Services	Copies of application electronic applications forms shall be retained ad infinitum.

Type of Record	Minimum retention period
Recordings- voice/video/screen recordings, etc.	Shall be retained for at least 2 years
Records concerning Subscriber consent/agreement including without limitation: all matters concerning credit limits; all matters concerning Hard-Caps on Mobile Data, etc; and anything involving the use of 2FA.	Shall be retained for at least 5 years
Subscriber invoices and billing data	Shall be retained for at least 2 years
Post subscription confirmation messages for all Services- where the PSCM is sent by the Licensee.	Shall be retained for at least 2 years
Notifications and warnings that Licensees and/or their Partners are obligated to send by sms (or other electronic means).	Shall be retained for at least 2 years
Consumer complaints and disputes	Records shall be retained for at least 2 years.
Licensee records of fixed-broadband speed tests	Shall be retained for at least 2 years
Reports of technician visits to consumer’s premises	Shall be retained for at least 2 years
All other records not specifically mentioned in this table	Shall be retained for at least 2 year

3.10. Unless objectively justified otherwise, all customer care services including but not limited to: lodging consumer complaints, requests for cancellation of Telecommunications Services, requests for transfer of line ownership, and the clarification of billing information shall be available at all Licensee’s business centres.

3.11. Licensees shall take appropriate measures to ensure that staff and/or agents do not use personal telephone numbers, nor personal messaging accounts

(including without limitation personal: What’s App; email; and, twitter accounts etc.) to contact Consumers for the purpose of sales and/or marketing communications. This includes all sales/marketing communications whether such communication is for the purpose of promoting a Licensee or the Licensee’s products and services.

- 3.12. These Regulations provide for certain exemptions in the case of Large Business Subscribers. In circumstances where a Licensee applies any such exemption, it shall be the responsibility of the Licensee to determine that the customer in question is a Large Business Subscriber (as that term is defined and qualified in sub-article 2.1.12). If called upon to do so by the TDRA, it shall be the responsibility of the Licensee to substantiate the basis (whether by contract value, or UAE derived revenues, or employee headcount, or the number of COCP connections) on which the Licensee made such determination.
- 3.13. In special cases Licensees may, from time-to-time, apply to the TDRA to have certain business Subscribers classified as being a Large Business Subscriber on some basis other than those qualifications provided in sub-article 2.1.12. Such application shall be made on a case-by-case basis only and no ‘general approval’ or ‘blanket approval’ shall be given by the TDRA. In the event of any such submission, it shall be for the Licensee to provide a robust and detailed application which shall clearly identify the customer in question and provide a compelling justification as to why it would be in the interests of that specific customer to be classified as a Large Business Subscriber.
- 3.14. The TDRA, where it considers it reasonable and appropriate may issue Guidelines concerning specific aspects of the application of individual articles or sub-articles of these Regulations.

## **4. Subscriber’s Agreement to Receive and/or Pay for Licensee Provided Services**

### Special Provisions relating to Large Business Subscribers

- 4.1. The following sub-articles of this Article 4 shall not be mandatory in the case of Services provided to Large Business Subscribers provided each sub-article is expressly waived and/or equivalent terms and conditions are included in the contract between a Licensee and a Large Business Subscriber.

## General Conditions

- 4.2. In the context of this Article 4, the term “Service” shall be construed to mean Telecommunications Services and/or Additional Services provided by a Licensee and shall exclude Additional Services provided by a Partner.
- 4.3. Subject to the provisions of sub-article 4.4 Licensees shall not register, charge or otherwise avail a Service to a Subscriber that the Subscriber has not expressly ordered or opted to pay for.
- 4.4. The provisions of sub-article 4.3 shall not apply in circumstances where an existing Service, that is to say a service that a Subscriber has expressly ordered, is extended or renewed on terms which are:
- 4.4.1. consistent with the terms of the contract for that existing Service;
  - 4.4.2. unquestionably without prejudice to the Subscriber; or
  - 4.4.3. unquestionably to the advantage of the Subscriber.
- 4.5. To the extent possible and unless provided for otherwise in specific provisions of these Regulations, Licensees shall provide Subscribers with a PSCM to confirm the activation, or migration of each Telecommunications Service and/or associated feature as appropriate.
- 4.6. Licensees shall maintain a record of the Subscriber’s consent to receive and/or pay-for Services in accordance with the provisions of sub-article 3.9. In the event of a related dispute, it shall be for the concerned Licensee to demonstrate with evidence that the Subscriber consented to receive and/or pay for the Service. In the absence of such evidence, there shall be a rebuttable presumption that the Subscriber did not agree to receive and/or pay for the Service in question.
- 4.7. In the context of these Regulations and with reference to a Subscriber’s consent to receive and/or pay for a Service, the following provisions shall apply:
- 4.7.1. the process of obtaining consent shall be fair, transparent, and robust and shall be grounded on an ‘opt-in’ procedure relying on positive affirmative action(s) taken freely by the Subscriber to confirm the Subscriber’s consent to receive and/or pay for the Service in question;
  - 4.7.2. all tangible forms of consent: written; spoken; and, electronic interaction are acceptable as so long as the form of consent can be stored by the Licensee in accordance with the provisions of sub-article 3.9;

- 4.7.3. a Subscriber shall not be deemed to have given consent to receive and/or pay for Services simply because that Subscriber failed to opt-out, or failed to remove or reverse the effect of some pre-selected option given to the Subscriber.
- 4.8. If requested to do so, Licensees shall provide the TDRA with a copy of the Subscriber’s consent in tangible form and/or evidence that said consent was obtained properly. In this context ‘tangible form’ includes, without limitation: physical or electronic copies of documents, recorded transactions, etc.
- 4.9. Where Telecommunications Services are subject to upgrade or migration options, Subscribers shall be provided with clear information regarding the upgrade or migration terms, including any changes in service performance and any change in the tariff for the service. Licensees may not upgrade or migrate a Subscriber without the consent of the Subscriber unless such upgrade is unquestionably without prejudice to the Subscriber or is unquestionably to the advantage of the Subscriber.

### **Two-factor Authentication (2FA)**

- 4.10. In all digital applications the process of obtaining the Subscriber’s consent to receive and/or pay for Services shall not rely on a ‘single-click’ process. The process shall always be a multi-step approach and unless objectively justified otherwise, or expressly specified otherwise, the process shall require the consumer to complete a 2FA procedure;
- 4.11. Where these Regulations mandate the use of two-factor authentication (2FA) as a means of confirming consent by a Subscriber to receive and/or pay for a service, the default method of 2FA shall, in the absence of any approved alternative, be one-time password (OTP).
- 4.12. In circumstances where a Licensee wishes to replace the default OTP system with some other form of 2FA system- including a Licensee bespoke system, the concerned Licensee may make a detailed application to the TDRA for approval of that Licensee’s preferred 2FA system. In the case of such application, it shall be for the Licensee to demonstrate that its proposed system of authentication is at least as robust as the OTP system.
- 4.13. All references in these Regulations to ‘2FA’ shall, unless expressly stated otherwise, be construed as being a reference to ‘OTP or such other authentication system as approved by the TDRA’.

### **Specific conditions regarding consent to receive Services**

- 4.14. In addition to the general conditions and principles given above, specific procedural conditions shall apply depending on the circumstances in which the concerned Subscriber purchases a service and/or gives agreement.

### Licensee Business Centre

- 4.15. The following conditions shall apply in circumstances where a Service is purchased at a Licensee’s business centre:
- 4.15.1. the Subscriber<sup>2</sup> shall be physically present;
  - 4.15.2. the Licensee shall verify the identity of the Subscriber;
  - 4.15.3. the Licensee shall provide pre-contract information in written form in accordance with the provisions of sub-article 5.5;
  - 4.15.4. the Licensee shall obtain the Subscriber’s consent, by signature, to the terms and conditions for the Service, and in the case of forms having multiple options, the Subscriber’s agreement, by signature or initials, to each of the specific options chosen by the Subscriber;
  - 4.15.5. the Subscriber shall be provided with a written copy of the terms and conditions for the Service at the point of sale, or if the Subscriber prefers, post point of sale via physical mail or electronic message at the direction of the Subscriber;
  - 4.15.6. the Subscriber shall be provided with full details of how the Service can be cancelled.
- 4.16. The Licensee shall maintain records in accordance with the provisions of sub-article 3.9.

### Telephone call

- 4.17. The following conditions shall apply in circumstances where a Service is purchased via a telephone call to/from a Licensee’s call centre:
- 4.17.1. the Licensee shall verify the identity of the Subscriber;
  - 4.17.2. the Licensee shall provide pre-contract information in verbal form in accordance with the provisions of sub-article 5.5; and
  - 4.17.3. the Licensee shall make a voice recording of the Subscriber giving verbal consent to the terms and conditions for the service; and
  - 4.17.4. the Licensee shall act with immediate effect to provide the Subscriber with:

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<sup>2</sup> In the context of this sub-article 4.9, the term ‘Subscriber’ shall be construed to mean the ‘Subscriber or the subscriber’s authorised representative’.

- (a) a Post-Subscription Confirmation Message (PSCM); and
- (b) a written copy of the terms and conditions for the Service sent via electronic message.

4.18. The Licensee shall maintain a recording of the complete conversation in accordance with the provisions of sub-article 3.9.

#### SMS and/or USSD communications

4.19. The following conditions shall apply in circumstances where a Service is purchased via interactive electronic communications (SMS or USSD) between a Consumer and a Licensee.

- 4.19.1. the Licensee shall provide the principal terms and conditions of the service to the Consumer;
- 4.19.2. the Licensee shall provide links whereby the Customer can obtain written pre-contract information in accordance with the provisions of sub-article 5.5;
- 4.19.3. the purchase procedure shall necessitate the Consumer to provide agreement to the purchase of the service by a separate step involving the same means of electronic communications (e.g. SMS or USSD); and
- 4.19.4. the Licensee shall act with immediate effect to provide the Subscriber with:
  - (a) a PSCM; and
  - (b) a written copy of the terms and conditions for the Service sent via electronic message.

#### TV remote control unit

4.20. The following conditions shall apply in circumstances where the purchase of a Service is made via a TV remote control unit:

- 4.20.1. the user shall be required to enter a PIN code, or follow a 2FA procedure as may be approved by the TDRA, for each and every purchase, including but not limited to: movies, VOD, premium channels, pay-per-view programmes, etc.;
- 4.20.2. it shall not be possible to complete the purchase by the entry of a default PIN; and

- 4.20.3. the Licensee shall act with immediate effect to provide the Subscriber with a PSCM.

### *Licensee App*

- 4.21. In the context of sub-article 4.22 the term “Licensee App” shall mean any bespoke application (App) for mobile devices which is developed, promoted, provided, and/or supported by a Licensee for use by Subscribers to interact with that Licensee.
- 4.22. The following conditions shall apply in circumstances where the purchase of a Licensee provided Service<sup>3</sup> is made via a Licensee App:
- 4.22.1. the purchase process shall not rely on a ‘single-click procedure’;
- 4.22.2. the Consumer shall be required to accept the terms and conditions of the offer;
- 4.22.3. where Consumers are offered on-screen, yes/no options as part of the purchase process, the ‘no’ option shall always be set as the default answer to avoid accidental ‘yes’ answers; and
- 4.22.4. the Licensee shall act with immediate effect to provide the Subscriber with a PSCM which may be provided via the Licensee App or by some other form of electronic communication.

### *Online or other device*

- 4.23. The following conditions shall apply in circumstances where the purchase of a Service is made online, or via a device such as a gaming terminal, or any other such device that could be so used and is not specifically covered elsewhere in these Regulations:
- 4.23.1. the Consumer shall be provided with pre-contract information in written form in accordance with the provisions of sub-article 5.5;
- 4.23.2. for each purchase, the Consumer shall be required to follow a 2FA procedure to confirm agreement to the purchase of the Service;
- 4.23.3. where Consumers are offered on-screen, yes/no options as part of the purchase process, the ‘no’ option shall always be set as the default answer to avoid accidental ‘yes’ answers; and

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<sup>3</sup> Where the term ‘Service’ shall be construed as set out in sub-article 4.2

- 4.23.4. the Licensee shall act with immediate effect to provide the Subscriber with:
- (a) a PSCM; and
  - (b) a written copy of the terms and conditions for the Additional Service sent via electronic message.
- 4.24. Licensees shall maintain records to be able to demonstrate that 2FA was used in the purchase procedure and in the case of disputed purchase or subscription, the concerned Licensee may be called upon to produce such evidence as necessary to unequivocally demonstrate that the purchase process complied with these Regulations and that 2FA was performed during the purchase procedure. Licensees shall retain records in accordance with the provisions of sub-article 3.9.

### *RBT Services*

- 4.25. The following conditions shall apply to subscriptions to ring back tone services (hereinafter “**RBT Services**”).
- 4.25.1. Licensees shall maintain a robust mechanism for securely processing subscriptions to RBT Services so as to render it near impossible for Subscribers to unintentionally subscribe to any RBT Service.
- 4.25.2. Without prejudice to the provisions of 4.25.1, acceptable options include, but are not limited to, a two-stage process whereby the Subscriber is required to confirm subscription by: 2FA, or by entering a PIN, or by sending an SMS, or by using a USSD code. In all cases, Licensees shall capture the Subscriber’s agreement. Licensees shall retain records in accordance with the provisions of sub-article 3.9.
- 4.25.3. The Licensee shall act with immediate effect to provide the Subscriber with a PSCM in the appropriate language. As a minimum, the PSCM shall:
- (a) confirm the price of the RBT Service in question;
  - (b) advise of any recurring charges; and
  - (c) provide details of the opt-out (cancellation) procedure.
- 4.25.4. In the case of disputed purchases, the concerned Licensee may be called upon to produce evidence to unequivocally demonstrate that the purchase process fully complied with this sub-article 4.25. In the event that the concerned Licensee cannot provide such evidence-including confirmation of the Subscriber’s agreement- the TDRA may

instruct that Licensee to reimburse the Subscriber for the whole of the disputed amount.

## 5. Provision of Information to Consumers

- 5.1. The following sub-articles of this Article 5 shall not be mandatory in the case of services provided to Large Business Subscribers provided each sub-article is expressly waived and/or equivalent terms and conditions are included in the contract between a Licensee and a Large Business Subscriber.
- 5.2. In the context of this Article 5, unless a contrary intention is expressed for specific provisions the term “Service” shall be construed to mean Telecommunications Services and/or Additional Services provided by a Licensee only.
- 5.3. Licensees shall act transparently in all dealings with Consumers. Each Licensee shall ensure that the information it provides to Consumers is, at the time of providing: complete, fair, truthful, and accurate- regardless of whether such information is provided at the pre-contract, or the post-contract stage.
- 5.4. Where these Regulations obligate Licensees or their Partners to provide Post Subscription Confirmation Messages (PSCM) to Subscribers, unless a contrary intention is expressed for specific provisions, such PSCM shall comply with the following:
  - 5.4.1. For Services supplied by a Licensee, the PSCM shall:
    - (a) be provided by the Licensee;
    - (b) be in writing and in accordance with the provisions of sub-article 3.2.2;
    - (c) be sent by SMS; or, by some other form of electronic communication as may be agreed by the Subscriber;
    - (d) be sent right after subscription to, or purchase of, the Licensee supplied Service; and
    - (e) shall include the following related details: the date and time of the subscription/purchase; the name of the product/service; the subscription price including the frequency of any recurring charges if applicable; and a link to, a facility that may be used by the Subscriber to cancel the subscription/purchase.

5.4.2. Subject to the provisions of 5.4.3, for Additional Services supplied by a Partner, the PSCM shall:

- (a) be provided by the Partner;
- (b) be in writing and in accordance with the provisions of sub-article 3.2.2;
- (c) be sent by SMS; or, by some other form of electronic communication as may be agreed by the Subscriber;
- (d) be sent right after subscription to, or purchase of, the Partner supplied service; and
- (e) unless objectively justified otherwise, include the following related details: the date and time of the subscription/purchase; the name of the product/service; the subscription price including the frequency of any recurring charges if applicable; and a link to, a facility that may be used by the Subscriber to cancel the subscription/purchase.

5.4.3. In circumstances where Additional Services are supplied by a Partner and where the concerned Licensee cannot obligate that Partner to comply with the provisions of 5.4.2, the PSCM shall:

- (a) be provided by the Licensee;
- (b) be in writing and in accordance with the provisions of sub-article 3.2.2;
- (c) be sent by SMS; or, by some other form of electronic communication as may be agreed by the Subscriber;
- (d) be sent right after the Licensee is made aware of the Subscriber’s subscription to, or purchase of, the Additional Service; and
- (e) unless objectively justified otherwise, include the following related details: the date and time of the subscription/purchase; the name of the product/service; the subscription price; and a link to a facility that may be used by the Subscriber to cancel the subscription/purchase.

### Pre-Contract Information

- 5.5. At the pre-contract stage, Licensees shall provide the Consumer with sufficient information<sup>4</sup> to make an informed decision. Specifically, Licensees shall advise the Consumer of the following (where applicable):
- 5.5.1. whether the contract is subject to an exit charge and if so, precise details of the period during which the exit charge would be chargeable and the quantum, in monetary terms, of the exit charge;
  - 5.5.2. the Consumer’s rights arising under:
    - (a) Article 6.9 (Subscriber Compensation Scheme);
    - (b) sub-article 8.6 (Credit Limits);
    - (c) Article 10 (Credit Balances);
    - (d) Article 12 (Penalty-Free Service Cancellation Period); and
    - (e) Article 17 in the event of a price increase
  - 5.5.3. details of all prices and price elements, including rental charges, that apply to the provision of the Service and the frequency at which the Subscriber is expected to make payments and details of out-of-bundle charges that will be applied in circumstances where the Service is not provided with a bundled allowance or where the Subscriber’s consumption exceeds a bundled allowance;
  - 5.5.4. details of how voice units (bundled and non-bundled units) are metered;
  - 5.5.5. details of how data sessions are metered and deducted from data bundles;
  - 5.5.6. details of any limitations or restrictions on the use of the service including, but not limited to, any limits on the volume of usage, any restrictions on the speed of data transfer, any restrictions on the use of “over the top” services or applications, any fair use policies, and details of any fees that would become payable if any such limits are exceeded;

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<sup>4</sup> Unless specified otherwise, or objectively justified otherwise, this pre-contact information shall be provided in written form.

- 5.5.7. details of any deposits or pre-payments to be paid to the Licensee, and an explanation of how such deposits or pre-payments may be returned to the Subscriber;
- 5.5.8. information as to whether after sales support is available, the circumstances in which it is available and the contact details for after-sales support and whether a charge is payable for after sales support;
- 5.5.9. any conditions which may be applicable in case a prepaid account falls below a specified minimum balance level and is not recharged with sufficient funds; and
- 5.5.10. any other material terms and conditions (including charges or restrictions) which a Licensee may seek to impose or rely on.

#### Post-Contract Information

- 5.6. Notwithstanding the provisions of Article 6, Licensees shall assist Subscribers to understand the key points of the product or service sold to the Subscriber. To that end, Licensees shall provide each Subscriber with a transparent, written summary of the principal terms and conditions specific to the product or service in question. The summary shall provide the following information:
  - 5.6.1. the correct name(s) of the service(s) being supplied by the Licensee;
  - 5.6.2. the minimum term if any of the contract;
  - 5.6.3. whether contract exit fees apply;
  - 5.6.4. the fees payable and the frequency of the payment;
  - 5.6.5. details of any discounts applied and the period for which such discounts apply;
  - 5.6.6. limitations on any of the bundled allowances;
  - 5.6.7. out-of-bundle rates;
  - 5.6.8. precise details of the credit limit applied in the case of post-paid mobile services for non-business Subscribers as further detailed in sub-article 8.7; and
  - 5.6.9. any restrictions specifically applied by the Licensee including but not limited to: fair-use policy, volume restrictions, and speed restrictions applied to data download/upload.

## 6. Subscriber Contracts

- 6.1. Licensees shall provide new Subscribers with a written contract clearly and unambiguously expressing the full terms and conditions including any restrictions, limitations, fair use policies etc, relating to the supply of the related Service. The provisions of this sub-article 6.1 do not exclude the possibility of the Licensee incorporating published documents such as terms and conditions, fair use policies, scale of tariffs etc. into the Subscriber contract by reference, provided that any such incorporated document is published in a manner which makes the document readily available to the Subscriber at all reasonable times during the term of the Subscriber contract.
- 6.2. Subscriber contracts shall contain an introduction which clearly summarises the key terms and conditions as described in sub-article 5.6.
- 6.3. At a minimum, the contract shall include<sup>5</sup> terms that clearly state the following:
- 6.3.1. the name(s) of the Service(s) supplied under the contract;
  - 6.3.2. the commencement date of the contract;
  - 6.3.3. the minimum term (duration) of the contract, if applicable;
  - 6.3.4. the terms and conditions relating to the delivery and/or activation of the Service;
  - 6.3.5. details of the Subscriber’s rights under the Subscriber Compensation Scheme – see Article 7
  - 6.3.6. details of the credit limit and spending caps on Mobile accounts as further detailed in Article 8;
  - 6.3.7. details of the Subscriber’s rights to a CAP limit on the purchase of Partner provided Additional Services – see Article 9;
  - 6.3.8. details of the Subscriber’s rights regarding the return of Credit Balances – see Article 10;
  - 6.3.9. details of the Subscriber’s rights regarding Penalty-Free Cancellation Period – see Article 12;
  - 6.3.10. details of the price(s) for the service(s);

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<sup>5</sup> In this context, unless specifically stated otherwise “inclusion” does not exclude the possibility of inclusion by reference to some other document provided always that such referenced document is published and is freely available before contract signature and at all reasonable times during the term of the contract.

- 6.3.11. the Subscriber’s obligations under the contract and the consequences arising from a breach of those obligations by the Subscriber;
- 6.3.12. the terms and conditions concerning early termination by the Subscriber, including the amount of (or the method of calculating) any charges that would become payable by the Subscriber for early termination;
- 6.3.13. the terms and conditions concerning any limitations or restrictions on the use of the service including in particular any limits on the volume of usage, any restrictions on the use of “over the top services or applications”, any fair use policies, and details of any fees that would become payable if any such limits are exceeded;
- 6.3.14. the conduct or events that may give rise to a right to terminate the contract before expiration of the fixed-term or expiration of the minimum term if applicable, and which party has those early termination rights;
- 6.3.15. any requirement, including the form and timing, for the Subscriber to give notice to the Licensee if the Subscriber elects to terminate the contract;
- 6.3.16. the terms and conditions for disconnection of the service by the Licensee;
- 6.3.17. the terms and conditions relating to reconnection of a disconnected service including any associated fees that would become payable;
- 6.3.18. the terms and conditions associated with the renewal of the contract, if applicable;
- 6.3.19. the relevant billing timeframes and cycles and payment methods;
- 6.3.20. the terms and conditions relating to situations such as planned and unplanned outages;
- 6.3.21. the manner in which amendments to the terms and conditions of the contract may be made by the Licensee and the manner of notifying the Subscriber of such actions and the Subscribers rights in such circumstances;
- 6.3.22. the method or methods by which a Subscriber can obtain or access a copy of any amended or varied terms and conditions; and
- 6.3.23. the contact details for the Licensee’s customer service centre.

- 6.4. Licensees shall provide the contract to the Subscriber at the point of sale, and if requested to do so by the Subscriber at any other time, Licensees shall provide a copy of the contract to the Subscriber upon such request.

#### Specific Conditions for Large Business Subscribers

- 6.5. The provisions of sub-articles 6.1 to 6.4 inclusive shall not apply in the case of contracts with Large Business Subscribers and may be replaced by specific terms and conditions in the contract between a Large Business Subscriber and a Licensee.
- 6.6. Licensees shall provide the Large Business Subscriber with a copy of the relevant contract upon execution.
- 6.7. If requested to do so by the TDRA, the concerned Licensee shall act promptly to provide the TDRA with copies of such contracts as the TDRA may specify and request.

#### Specific Conditions regarding Contract Amendments

- 6.8. The TDRA may, acting reasonably, require a Licensee to amend its Subscriber contracts to the extent that:
- 6.8.1. such contracts do not comply with the Regulatory Framework;
  - 6.8.2. the amendments required by the TDRA are for the sole purpose of securing compliance with the Regulatory Framework; and
  - 6.8.3. to the extent that any amendments do not, in the reasonable opinion of the Licensee, render all or part of the contracts unenforceable within the context of the relevant legislation governing the contracts.
- 6.9. The TDRA will objectively justify any such requirements referenced in sub-article 6.8 and its further sub-articles on a case-by-case basis if and when the need arises.

## **7. Subscriber Compensation Scheme**

### General

- 7.1. The provisions of this Article 7 shall be read in conjunction with the details contained in Annexe 3.
- 7.2. Entry into force.

7.2.1. The provisions of this Article 7 shall enter into force in accordance with the timetable given in Article 30.

### 7.3. Exemptions

7.3.1. The provisions of this Article 7 and the provisions of Annexe 3 shall not apply in the case of Services provided to Large Business Subscribers, provided the corresponding contract with a Large Business Subscribers expressly waives this Article and/or contains specific terms and conditions including service level agreements (SLAs) regarding faults and non-availability of Services.

7.3.2. The provisions of this Article 7 shall not apply in the case of planned interruptions of Telecommunications Services where such interruptions have been properly notified to the TDRA and relevant customers by the concerned Licensee in accordance with the provisions of the Licence issued to that Licensee.

7.4. Subject to certain conditions as, further described in Annex 3, Subscribers may be entitled to compensation for:

7.4.1. Late activation of a Telecommunications Service where:

- (a) the concerned Licensee has failed to activate the Telecommunications Service by a specified date; and
- (b) the concerned subscriber has paid, or is expected to pay, a fee in relation to the activation of the Telecommunications Service.

7.4.2. Non-availability of a Telecommunications Service<sup>6</sup> which:

- (a) the concerned Subscriber has paid for or is expected to pay for; and
- (b) the concerned Subscriber has reported the service outage to the concerned Licensee; and
- (c) the length of time that the Telecommunications Service is unavailable exceeds the limits given in these Regulations.

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<sup>6</sup> In this context, the non-availability of the service may be as the result of many factors including, without limitation: a general service outage; a technical malfunction; accidental or incorrect service deactivation by a Licensee; etc.

### Minimum Standards for the Subscriber Compensation Scheme

- 7.5. Annexe 3 to these Regulations, sets out the minimum standards for the compensation scheme.

### Settlement

- 7.6. Where a Subscriber becomes entitled to compensation in accordance with the provisions of these Regulations, the default method of providing such compensation shall be by credit applied to the Subscriber’s account, and subject to the provisions of sub-article 7.7, the concerned Licence shall:
- 7.6.1. provide a notification to the concerned Subscriber to confirm the amount due to the Subscriber; and
  - 7.6.2. credit the Subscriber’s account with the corresponding amount, or provide an alternative settlement as may be agreed by the Subscriber; and
  - 7.6.3. in the case of post-paid accounts, itemise the compensation amount on the Subscriber’s next invoice.
- 7.7. Licensees may offer affected Subscribers alternative forms of compensation other than credit. However, Licensees shall not obligate their customers to accept an alternative form of settlement. In circumstances where a Licensee does offer an alternative, the decision to choose between credit as per sub-article 7.6, and the alternative form of settlement shall be at the absolute discretion of the Subscriber.

### Implementation

- 7.8. Licensees shall implement the Subscriber Compensation Scheme by updating their respective Codes of Practices for subscribers. The revised Code of Practice shall set out:
- 7.8.1. the circumstances and events under which Subscribers shall be entitled to compensation;
  - 7.8.2. the amount of compensation, or the method of calculating the amount, that would become due to subscribers;
  - 7.8.3. the method of settlement; and
  - 7.8.4. if applicable, any alternative settlement schemes.

### *TDRA Approval of the Licensee’s Subscriber Compensation Schedule*

- 7.9. By no later than the **Submission Date**<sup>7</sup>, Licensees shall submit their respective amended Codes of Practice to the TDRA for review and approval.
- 7.10. The TDRA will review the amended Code of Practice and may:
- 7.10.1. reject the amended Code of Practice; or
  - 7.10.2. request further information from the Licensee; or
  - 7.10.3. request the Licensee to further amend the Code of Practice; or
  - 7.10.4. approve the amended Code of Practice.
- 7.11. Subject to the TDRA approving the revised Code of Practice, Licensees shall take all necessary steps required to amend their general terms and conditions of service and implement their respective Subscriber Compensation Schemes by no later than the date which is one (1) month after the date on which the TDRA approves the revised Code of Practice.

### *Interim Arrangements*

- 7.12. In the event of any of the following circumstances:
- 7.12.1. The Licensee fails to submit an amended Code of Practice to the TDRA by the Submission Date; or
  - 7.12.2. The TDRA does not consider the amended Code of Practice to be acceptable,

the TDRA may determine and publish a Directive with an interim compensation scheme. The TDRA’s Directive shall be binding on the Licensee or Licensees named in such Directive and shall remain in force and binding until such time as the Licensee receives approval from the TDRA to publish its amended Code of Practice.

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<sup>7</sup> In the context of the Subscriber Compensation Schedule, the “Submission Date” shall mean the date which is four (4) months after the date on which these Regulations are issued.

## 8. Credit Limits and Specific Spending Caps on Mobile Accounts

### General

- 8.1. The provisions of this Article 8 shall be read in conjunction with the details contained in Annexe 5.
- 8.2. In the context of this Article 8 references to:
- 8.2.1. “new subscribers” – shall be construed as being any consumer which subscribes to a new contract with a Licensee on or after the effective date of these Regulations;
  - 8.2.2. “existing subscriber” – shall be construed as being any Subscriber who was subscribed to a service and/or contract with a Licensee as at the effective date of these Regulations;
  - 8.2.3. “subscribers” shall be construed as including all subscribers (new or existing).
- 8.3. Unless expressly stated otherwise, nothing in this Article 8 shall be construed as providing an exemption or waiver of Licensee’s obligations arising under Article 6 of the Consumer Protection Regulations, Version 1.5, Issued 4 October 2020 (the “CPR V1.5”). Pursuant to the provisions Article 6 of the CPR V1.5, Licensees had certain obligations regarding the provision of information to subscribers. It is the Licensee’s responsibility to have complied with those requirements and thus, all ‘existing subscribers’ shall, at the effective date of these regulations, have been provided with the proper information regarding Credit Limits.
- 8.4. Exemptions
- 8.4.1. The provisions of this Article 8 and the provisions of Annexe 5 shall not apply to any of the following case scenarios:
    - (a) Services provided to Large Business Subscribers; or
    - (b) Services provided to any business subscriber which has given express consent<sup>8</sup> for the removal of the credit limit protection

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<sup>8</sup> Such consent shall be on the basis of being an informed decision and given freely by the concerned business subscriber. This means that such consent shall be optional- Licensees shall not provide services on the basis that such consent is automatically given, or consent is a condition of receiving the service.

- functionality from the concerned business subscriber’s account;  
or
- (c) fixed-line Telecommunications Services provided to subscribers;  
or
- (d) any other scenario identified by the TDRA and notified to the Licensees in writing.

### Master Credit Limit

#### 8.5. Each Licensee shall:

- 8.5.1. notify each new<sup>9</sup> post-paid subscriber of the credit limit applied by the Licensee to the subscriber’s account; and
- 8.5.2. provide a facility whereby the subscriber can- if the subscriber so desires- set a personalised credit limit at a lower amount than the limit determined by the Licensee.

#### 8.6. Pre-contract information to be provided to all new subscribers-

- 8.6.1. Licensees shall explicitly inform new subscribers of the precise details of the credit limit that will be, applied to the Subscriber’s account and how that credit limit will be used/enforced by the Licensee. General references made by Licensees to a ‘general credit’ limit in the general terms and conditions shall not be sufficient.
- 8.6.2. At a minimum the Licensee shall advise the subscriber:
  - (a) that the post-paid account is subject to a credit limit;
  - (b) of the exact amount (in dirhams) of the individual credit limit;
  - (c) of the subscriber’s right to opt for a lower credit limit and provide information on how the subscriber can exercise that right;
  - (d) that the subscriber may apply for a higher credit limit;
  - (e) that outgoing services shall be interrupted if the accumulated balance on the subscriber’s account exceeds the credit limit; and

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<sup>9</sup> See sub-article 8.2.1 above for guidance on the term “new subscriber”

- (f) that the Licensee shall serve notices at predefined stages- on the accumulated balance reaching 80%, 95%, and 100% of the individual credit limit.
  - 8.6.3. See Annexe 5, Article 2 for illustrations of the type and level of detail in the information to be provided to Subscribers at the pre-contract stage.
- 8.7. Post-contract information to be provided to all new subscribers-
  - 8.7.1. Licensees shall provide the subscriber with written information regarding the exact credit limit (in monetary terms) applied to the account, and the service restrictions that will be applied in the event the accumulated charges on the account exceed that credit limit.
  - 8.7.2. Licensees shall obtain the consent of each new subscriber to the credit limit and the subscriber’s acknowledgment that services will be interrupted according to the procedure set out in these Regulations if the accumulated charges on the subscriber’s account exceeds the credit limit. Such consent and acknowledgment shall be evidenced in writing and signed by the new subscriber and records shall be maintained in accordance with the provisions of sub-article 3.9.
  - 8.7.3. The TDRA may require the Licensees to produce unequivocal evidence that a given Subscriber:
    - (a) gave consent to the application and operation of the credit limit; and
    - (b) acknowledged that services may be interrupted in the event the accumulated charges on the subscriber’s account exceeds the credit limit.
  - 8.7.4. See Annexe 5, Article 3 for illustrations of the type and level of detail in the information to be provided to Subscribers at the post contract stage.
- 8.8. Notifications to be provided by Licensees-
  - 8.8.1. Licensees shall implement and maintain robust procedures to provide subscribers with transparent notifications regarding accumulated charges reaching predefined thresholds.
  - 8.8.2. Licensees shall send notices in stages on the occurrence of the accumulated balance reaching 80%, 95%, and 100% of the individual credit limit. As a minimum, each notice shall:

- (a) state the size (in monetary terms) of the individual credit limit;
- (b) state the amount (in monetary terms) of the accrued charges;
- (c) state the percentage of the credit limit used;
- (d) provide a notice that services will be interrupted in the event that the accumulated balance exceeds the credit limit; and
- (e) provide information on how the subscriber can make an adjusting payment.

8.8.3. Licensees shall send a further notice as soon as practicable after the Subscriber’s outgoing services have been interrupted.

8.8.4. See Annexe 5, for illustrations of the type and level of detail in the information to be provided to Subscribers during service consumption and upon service interruption.

## 8.9. Service Interruption-

8.9.1. A Licensee may interrupt outgoing services (due to the accumulated charges on the concerned Subscriber’s account exceeding the credit limit set for that Subscriber) provided that the concerned Licensee is in full compliance with its obligations to provide information to subscribers (whether those obligations arose under the CPRV1.5 or under this Article 8) and the concerned Licensee has obtained consent (whether in accordance with the CPRV1.5, or in accordance with this Article 8 as applicable).

8.9.2. A Licensee who interrupts service to a subscriber whilst acting in material breach<sup>10</sup> of this Article 8 shall pay reasonable compensation to the concerned subscriber. Compensation shall be calculated at a per diem rate- to be paid for each day- or part day- for which service is interrupted.

8.9.3. In circumstances where a Subscriber becomes entitled to compensation under 8.9.2 the concerned Licence shall:

- (a) provide a notification to the concerned Subscriber to confirm the amount due to the Subscriber; and

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<sup>10</sup> See sub-article 8.11 for guidance on the term ‘material breach’.

- (b) credit the Subscriber’s account with the corresponding amount, or provide an alternative settlement if agreed by the Subscriber; and
- (c) in the case of post-paid accounts, itemise the compensation amount on the Subscriber’s next invoice.

8.9.4. The provisions of sub-article 8.9 shall not be construed as preventing Licensees from interrupting a Subscriber’s services for other justified reasons <sup>11</sup> as may be permitted or contemplated in these Regulations.

#### 8.10. Other provisions relating to credit limits and spending caps

8.10.1. The credit limit shall act as an absolute spending cap on the Subscriber’s account and the credit limit shall not modify any specific spending cap(s) set at some amount which is lower than the amount of the credit limit- regardless of whether such spending cap is applied pursuant to requirements mandated in these Regulations <sup>12</sup> or elsewhere in the Regulatory Framework, or whether the spending cap is provided as an initiative of the Licensee.

8.10.2. Licensees shall state the specific credit limit on each Subscriber’s monthly invoice.

8.10.3. In circumstances where a Licensee, at its instigation, amends the credit limit assigned to a Subscriber, the licensee shall contact the concerned subscriber and inform the subscriber of the amended credit limit by providing all of the information required in section. At a minimum the Licensee shall advise each subscriber:

- (a) that the subscriber’s credit limit has been revised;
- (b) of the exact amount (in dirhams) of the revised credit limit; and
- (c) the subscriber has the right to opt for a lower credit limit if the subscriber so desires.

8.10.4. The Licensee shall obtain the consent of the subscriber before the new credit limit is applied to the subscriber’s account. - See Annexe 5 for illustrations of the type and level of detail in the information to be provided to Subscribers.

<sup>11</sup> For example- interruption of services due to non-payment of invoices in accordance with Article 22.

<sup>12</sup> Including without limitation, the spending cap on Additional Services (Article 9) and the spending cap on Mobile PAYG data (Article 16).

- 8.10.5. Licensees shall provide subscribers with an easy-to-use mechanism for the subscriber to reduce the credit limit to an amount of the subscribers choosing. The foregoing mechanism shall be provided without charge to the subscriber, and it shall be provided via at least two channels.
- 8.10.6. 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 Article 8.
- 8.11. Without prejudice to the possibility of other breaches, it is a rebuttable presumption that a Licensee shall be in material breach of this Article 8 if that Licensee fails to:
- 8.11.1. provide the concerned Subscriber with information regarding the specific credit limit applied to that Subscriber in accordance with the Licensee’s obligations under CPRV1.5 or under this Article 8 as applicable;
- 8.11.2. obtain the Subscriber’s consent in accordance with the CPRV1.5, or in accordance with this Article 8 as applicable; or
- 8.11.3. notify the customer in stages by SMS or other form of electronic communication when the subscriber’s accumulated balance reaches 80%, 95%, and 100% of the credit limit assigned to that subscriber in accordance with sub-article 8.8; or
- 8.11.4. provide a final warning in accordance with sub-article 8.8.4 prior to interrupting the subscriber’s service.

## **9. Spending Cap on Partner Provided Additional Services**

- 9.1. In the context of this Article 9:
- 9.1.1. the term “Additional Service” shall be construed to mean Additional Services provided by a Partner only; and
- 9.1.2. the term ‘Cap’ means a Subscriber selectable individual limit, measured in Dirhams (AED), used to restrict the maximum aggregate amount that can be spent by that Subscriber on Additional Services in any one month
- 9.2. The provisions of this Article 9 do not apply in the case of accounts held by:

- 9.2.1. Large Business Subscribers;
  - 9.2.2. VVIPs;
  - 9.2.3. other cases as may be approved and communicated by the TDRA from time to time.
- 9.3. Subject to sub-article 9.2, the provisions of this Article 9 apply regardless of:
- 9.3.1. whether the subscriber’s account is pre-paid or post-paid; and
  - 9.3.2. whether the device or devices used to purchase the Additional Services.
- 9.4. Licensees shall:
- 9.4.1. inform all Subscribers of the operation of the Cap and advise Subscribers of the procedure by which Subscribers may select and set a Cap at an amount of the Subscriber’s choosing;
  - 9.4.2. impose and strictly enforce a Cap on the purchase of Additional Services. The Cap shall, by default, be set at AED 0 per month which means that only those Subscribers who take specific actions in accordance with sub-article 9.4.3 will be able to purchase Additional Services;
  - 9.4.3. implement a mechanism whereby each Subscriber can either select a personal Cap<sup>13</sup>, or if the Subscriber prefers to set the Cap as being unlimited.
- 9.5. In the event of a complaint regarding excessive charges for Additional Services, the TDRA may require the concerned Licensee to provide evidence that the related Subscriber has:
- 9.5.1. taken the specific actions described in 9.4.2 ; and
  - 9.5.2. set an individual Cap at a monetary amount which is higher than the amount of the disputed invoiced amount.
- 9.6. If the concerned Licensee cannot produce satisfactory evidence as described in 9.5 above, the TDRA will instruct that Licensee to reimburse the Subscriber for the whole of the disputed amount.

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<sup>13</sup> In circumstances where Licensees allow Subscribers to select a CAP from a list of predetermined amounts, the extent of the list shall be sufficiently broad to allow ‘low volume users’ to select a relatively small CAP – e.g. AED 50 per month. Thus, it will not be permitted for Licensees to offer a choice along the lines of- ‘Please select one of the following CAPs: AED 10,000, AED 20,000, AED 30,000...’

- 9.7. Licensees are encouraged to develop smart functionality on their portals including Apps and websites etc. whereby Subscribers can use the smart functionality to:
- 9.7.1. individually manage their Cap limits to set, increase, and/or decrease the monetary amount of their Cap limits; and
  - 9.7.2. track purchase of Additional Services and view the history of such purchases, etc. etc.

## 10. Refund of Credit Balances

### General

- 10.1. The provisions of this Article 10 shall not apply in the case of contracts with Large Business Subscribers.
- 10.2. The provisions of this Article 10 shall enter into force in accordance with the timetable given in Article 30.
- 10.3. The provisions of this Article 10 set out a framework for the refund of Credit Balances to Subscribers in circumstances where:
- 10.3.1. a Subscriber’s account is closed; and
  - 10.3.2. the Subscriber’s account has a credit balance at the time of closure.
- 10.4. Licensees are not obligated to refund any Credit Balance:
- 10.4.1. in circumstances where the Licensee has reason to suspect that the return of any such Credit Balance will or may be contrary to other laws and regulations of the UAE; or
  - 10.4.2. in circumstances where the Subscriber’s account is closed or terminated:
    - (a) in compliance with any instructions or obligations arising out of the Regulatory Framework including without limitation the Registration Requirements for Mobile Customers; or
    - (b) by order of the TDRA, or
    - (c) by order of the police or any relevant authority in matters of security.

### Calculating the Credit Balance

- 10.5. In the context of these Regulations a ‘*Credit Balance*’ means a monetary amount calculated as the sum of any positive balance on the Subscriber’s account, plus any deposits paid by the Subscriber, less any ‘special credit’ (as described in 10.6), and less the sum of any monies properly due to the Licensee.
- 10.6. In the context of this Article 10, ‘special credit’ includes:
- 10.6.1. any credit obtained as a result of the Subscriber converting loyalty points etc. into pre-paid credit;
  - 10.6.2. any credit obtained in the form of a prize (whether such prize is awarded by a Licensee or a third party);
  - 10.6.3. any ‘bonus credit’ provided by the licensee as part of the recharge process (e.g. ‘...buy 100 top-up, get 120 credit...’ etc.);
  - 10.6.4. any bonus credit obtained as the result of some offer or promotion as may be run by the concerned licensee from time to time (e.g. ‘...recharge during Ramadan and get 50% extra credit...’ etc.);
  - 10.6.5. any bonus credit obtained by the Subscriber as the result of a purchase of, or the use of, an Additional Service;
  - 10.6.6. any other credit not purchased directly by a Subscriber;
  - 10.6.7. any other credit as may be objectively justified by the concerned Licensee.

### Account Closed by Subscriber

- 10.7. Upon termination of a Subscriber’s account, where the account has a Credit Balance and the termination was initiated by the Subscriber, the concerned Licensee shall:
- 10.7.1. complete all relevant procedures to verify the identity of the Subscriber; and
  - 10.7.2. properly calculate the amount of any Credit Balance on the Subscriber’s account; and
  - 10.7.3. return the entire Credit Balance to the Subscriber; and
  - 10.7.4. complete the procedures in a timely manner.

### Account Closed by Licensee

10.8. Upon termination of a Subscriber’s account, where the account has a Credit Balance and the termination was initiated by the Licensee, the concerned Licensee shall use all reasonable endeavours to contact the concerned Subscriber and return the Credit Balance to that Subscriber.

### Return of Credit Balance

10.9. To the extent possible, the Credit Balance shall be returned by the same manner as was originally used by the Subscriber for payment.

10.9.1. For credit card payments, the Credit Balance, should where possible be returned to the same credit card used for making the original payment.

10.9.2. For bank transfers, the Credit Balance shall be returned to an account in a UAE based bank as specified by the Subscriber.

10.9.3. For cash payments, the refund shall be made in cash in accordance with the concerned Licensee’s procedures for cash refunds.

10.10. In circumstances where it is not possible for the Credit Balance to be returned by the same manner as was originally used by the Subscriber to purchase the credit, the primary alternative method of refund shall be made by way of electronic transfer in accordance with the provisions of 10.9.2, and failing that by cash refund subject to any restrictions published in accordance with 10.11.

10.11. Licensees shall publish its refund procedures setting out the necessary details for refunds by: credit card; bank transfer; and, cash refund. Licensees may place reasonable restrictions on the return of credit balances by cash refund. Such restrictions, shall be objectively justified and may include:

10.11.1. an upper limit on the size of a cash refund<sup>14</sup>;

10.11.2. limiting the number of venues from which Subscribers can obtain cash refunds;

10.11.3. limiting the times (e.g. during normal office hours only) during which Subscribers can obtain cash refunds, etc.

10.12. The TDRA may require Licensees to amend and republish the above referenced policies from time-to-time.

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<sup>14</sup> In circumstances where a Subscriber’s Credit Balance exceeds the upper limit for a cash refund, the refund may be made by way of electronic transfer in accordance with the provisions of 10.9.2.

## 11. Contract Exit Charges

- 11.1. The provisions of this Article 11 shall be read in conjunction with the clarification notes in Annexe 4 to these Regulations.
- 11.2. Subject to the provisions of 11.16 and 11.17, the provisions of this Article 11 apply in circumstances where a Licensee’s contract with a Subscriber:
- 11.2.1. includes provisions which specify a fixed or minimum term; and
- 11.2.2. obligates the Subscriber to pay an exit charge if the Subscriber exits the contract during that fixed or minimum term.
- 11.3. Exit charges imposed by Licensees shall be limited in accordance with the relevant provisions of this Article 11.

### Service Only Contracts

- 11.4. Where the Licensee’s contract is for Telecommunications Services<sup>15</sup> only, the exit charge shall not exceed the relevant amount calculated as follows:
- 11.4.1. for residential consumers<sup>16</sup> an amount of AED 1,000 or an amount equal to 1 x MRC<sup>17</sup>, whichever amount is the lower; or
- 11.4.2. for business consumers<sup>18</sup>, 1 x MRC per line.
- 11.5. The limits contained in 11.4 above, shall be applied regardless of the point during the minimum term, at which the Subscriber exits the contract.
- 11.6. Service and Device Bundles Where a Licensee bundles a device with a Telecommunications Service, the exit charge shall not exceed an amount determined in accordance with the following formula:

$$Bf + ( Rp / Ct ) \times ( Ct - ( 1 + N ) )$$

<sup>15</sup> In the context of this Article 11, the term Telecommunications Service includes licensee bundles where a non-telecommunications service is bundled with a Telecommunications Service including, but not limited to bundles such as: triple-play bundles, or bundles comprising broadband and iptv services for example.

<sup>16</sup> In this context, the term ‘residential consumer’ means a natural person, and this includes natural persons who subscribe as individuals to certain business packages and where the natural person, as opposed to a legal entity, is responsible for paying the monthly invoice.

<sup>17</sup> In this context, the term ‘MRC’ means the basic monthly recurring charge and excludes any and all charges applied for Additional Services, add-ons, or optional packs (even if those charges are fixed and recur monthly), and any variable charges for service consumption including out-of-bundle charges.

<sup>18</sup> In this context, the term ‘business consumer’ means a juridical person named in the contract with a Licensee.

Where: Bf = the basic exit charge (calculated in accordance with 11.4.1 or 11.4.2 as appropriate);  
Rp = the retail price of the device(s);  
Ct = the number of months in the minimum term of the contract; and  
N = the number of monthly payments the subscriber has already made under contract.

- 11.7. In circumstances where a Licensee advertises and supplies a device at a discounted price the value of Rp in the above formula shall not exceed the quoted discounted price, and in circumstances where a Licensee advertises and supplies a device as “free” the value of Rp in the above formula shall be zero (0).
- 11.8. The provisions of 11.7, enter in to force on the effective date as specified in 30.1 and apply to all bundles involving a device bundled with a Telecommunications Service. Related PCRs submitted to the TDRA on or after the effective date, shall be strictly assessed for compliance with the provisions of 11.7. Such PCRs shall state the value of Rp that would be used by Licensees in calculating any related exit charge. The provisions of 11.7 shall be strictly enforced through the PCR Policy and Procedure.

#### No Exit Charges for Add-ons

- 11.9. Licensees shall not inflate, or include any fee or charge related to any form of add-on Telecommunications Service in the calculation of, the basic exit charge above the limits set out in sub-article 11.4.

#### Exit Charges for Additional Services

- 11.10. Subject to the provisions of 11.17, it may be permissible for Licensees to include an exit charge for specific Additional Services- but only in circumstances where the Licensee has:
- 11.10.1. submitted a corresponding PCR to the TDRA; and
- 11.10.2. obtained the TDRA’s approval of such PCR.
- 11.11. In the absence of approval of such PCR, Licensees shall not include or add exit charges for Additional Services.

#### Special Conditions Concerning Migrations

- 11.12. In circumstances where a Subscriber migrates from one contract to another contract whilst remaining with the same Licensee, the following rules shall apply.

- 11.12.1. If the new contract is not subject to exit charges, the provisions of sub-articles 11.1 to 11.10 inclusive shall apply as appropriate. Thus, subject to the provisions of the old contract, the Subscriber may be liable to pay exit charges in respect of the early exit from the old contract.
- 11.12.2. If the new contract is subject to exit charges, the following provisions (which are to be read in conjunction with the provisions of Annexe 4) shall apply.
- 11.13. Licensees shall not charge a basic exit charge in relation to the old contract in circumstances where all the following conditions are true:
- 11.13.1. The new contract is subject to exit charges; and
- 11.13.2. The MRC of the new contract is equal to, or higher than, the MRC of the old contract.
- 11.14. In circumstances where the MRC of the new contract is lower than the MRC of the old contract any exit charge applied by the Licensee shall not exceed:
- 11.14.1. for residential consumers an amount of ( AED 1,000 less  $1 \times \text{newMRC}$ ) or an amount equal to the result of the calculation ( $1 \times \text{oldMRC}$  less  $1 \times \text{newMRC}$ ), whichever amount is the lower; or
- 11.14.2. for business consumers, an amount equal to the result of the calculation ( $1 \times \text{oldMRC}$  less  $1 \times \text{newMRC}$ ) per line.

Where:  $\text{oldMRC}$  = the **MRC** of the **old contract**; and  
 $\text{newMRC}$  = the **MRC** of the **new contract**.

- 11.15. The provisions of 11.13 and 11.14 shall not prevent the Licensee from charging an exit fee for devices supplied under the old contract if such devices are subject to an exit charge in accordance with the formula:

$$(Rp / Ct) \times (Ct - (1 + N))$$

Where:

Rp = the retail price of the device(s);  
Ct = the number of months in the minimum term of the contract; and  
N = the number of monthly payments the subscriber has already made under contract.

### Exemptions

- 11.16. The provisions of this Article 11 shall not apply to the following types of contracts:
- 11.16.1. contracts with Large Business Subscribers;
  - 11.16.2. other types of contract as may be specified by the TDRA from time to time.
- 11.17. The TDRA may occasionally approve specific exemptions to the provisions to this Article 11. Such exemptions are likely to be rare and, will only be permitted in cases where a Licensee has submitted a PCR with a compelling justification to deviate from the provisions of this Article 10 to address some extra special circumstances of a specific contract, product, or service AND the TDRA has approved such PCR.

## **12. Penalty-Free Service Cancellation Period**

- 12.1. In the context of this Article, the term ‘*Service-only Qualifying Contract*’ shall mean a contract between a Licensee and a Subscriber where all of the following conditions are fulfilled:
- 12.1.1. the contract is entered into on or after 1 July 2019; and
  - 12.1.2. the contract includes at least one Telecommunications Service; and
  - 12.1.3. the contract is for a fixed term, or the contract specifies a minimum term<sup>19</sup>; and
  - 12.1.4. the termination of the contract by the Subscriber during the fixed term, or during the minimum term as the case may be, gives rise to an obligation in the contract for the Subscriber to pay an exit charge.
- 12.2. Service-only Qualifying Contracts shall be subject to a Penalty-Free Service Cancellation Period, where the duration of such period shall not be less than three (3) days<sup>20</sup>.
- 12.3. A Subscriber may exit a Service-only Qualifying Contract without penalty in circumstances where all of the following conditions are fulfilled:

<sup>19</sup> Sometimes referred to as a ‘minimum commitment period’

<sup>20</sup> The period of three days (3 days) applies in all cases and is regardless of the duration of the term or minimum term of the related contract.

- 12.3.1. the telecommunications service was miss-sold by the Licensee; or the concerned telecommunications service provided by the Licensee does not comply with the terms and conditions for that telecommunications service as set out in the contract with the Subscriber; and
  - 12.3.2. the non-compliance referred to in sub-article 12.3.1 is reported to the concerned Licensee during the Penalty-Free Service Cancellation Period; and
  - 12.3.3. the concerned Licensee has not been able to rectify the non-compliance within a further period of time equal to the duration of the Penalty-Free Service Cancellation Period or the concerned Licensee has not been able to provide an alternative service at terms acceptable to the Subscriber<sup>21</sup>.
- 12.4. In the context of this Article, the term ‘*Qualifying Contract*’ shall mean a contract between a Licensee and a Subscriber where all of the following conditions are fulfilled:
- 12.4.1. the contract is entered into on or after 1 July 2019; and
  - 12.4.2. the contract includes at least one Telecommunications Service; and
  - 12.4.3. subject to the provisions of sub-article 12.5, a qualifying device is bundled with the Telecommunications Service(s); and
  - 12.4.4. the contract is for a fixed term, or the contract specifies a minimum term; and
  - 12.4.5. the termination of the contract by the Subscriber during the fixed term, or during the minimum term as the case may be, gives rise to an obligation in the contract for the Subscriber to:
    - (a) pay an exit charge; or
    - (b) pay a fee<sup>22</sup> related to the physical device; or
    - (c) pay both (a) and (b) above.
- 12.5. In the context of this Article, the term ‘qualifying device’ shall mean:

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<sup>21</sup> The concerned Licensee may apply to the TDRA for an easement in circumstances where the Licensee is not able to rectify the issue due to issues under the control of the Subscriber (e.g. access to customer’s premises). The Licensee’s application shall be made in writing and shall be supported with full details and evidence of the Licensee’s claim.

<sup>22</sup> Including any up-front fees paid for the bespoke physical device

- 12.5.1. for fixed-line Telecommunication Services, any of the following Licensee-supplied devices:
- (a) set-top boxes used for the reception of audio/visual content;
  - (b) WIFI equipment including routers, access points, and range extenders etc.;
  - (c) fixed-line telephone handsets including cordless handsets;
  - (d) bespoke devices which are necessary to access or receive the specific Telecommunications Services(s) supplied by the Licensees; or
  - (e) any other device or category of device as may be specified by the TDRA from time to time.
- 12.5.2. For mobile services, any of the following Licensee-supplied devices:
- (a) any terminal device which is limited, or otherwise restricted, to a specific network or a specific service, etc.; or
  - (b) any other device or category of device as may be specified by the TDRA from time to time.
- 12.6. Qualifying Contracts shall be subject to a Penalty-Free Service Cancellation Period, where the duration of such period shall not be less than one week for each year of the fixed term, or the minimum term as the case may be of the contract.
- 12.7. A Subscriber may exit a Qualifying Contract without penalty<sup>23</sup> in circumstances where all of the following conditions are fulfilled:
- 12.7.1. the telecommunications service was miss-sold by the Licensee; or the concerned Telecommunications Service provided by the Licensee does not comply with the terms and conditions for that service as set out in the contract with the Subscriber; and
  - 12.7.2. the non-compliance referred to in sub-article 12.7.1 has been reported to the concerned Licensee during the Penalty-Free Service Cancellation Period; and
  - 12.7.3. the concerned Licensee has not been able to rectify the non-compliance within a further period of time equal to the duration of the

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<sup>23</sup> In this context the term ‘without penalty’ means that all exit charges and/or equipment charges shall be waived by the Licensee, and any upfront payments made by the Subscriber to the Licensee shall be returned to that Subscriber.

Penalty-Free Service Cancellation Period, or the concerned Licensee has not been able to provide an alternative service at terms acceptable to the Subscriber; and

- 12.7.4. the qualifying device is returned to the Licensee with all accessories and documentation in the original packaging. The foregoing provisions regarding packaging shall not apply in circumstances where the Licensee does not leave the original packaging with the Subscriber and in such cases, the Subscriber shall return the qualifying device and all accessories to the Licensee.

### **Special Conditions for ‘non-qualifying devices’**

- 12.8. Where the bundled device is not a qualifying device<sup>24</sup>: the provisions relating to Service-only Qualifying Contracts (e.g. sub-articles 12.1 to 12.3 inclusive) shall apply to the extent the Subscriber shall be entitled to exit the contract without penalty provided the Subscriber in question pays to the Licensee a sum which is demonstrably no greater than the unrecovered amount of the retail price of the concerned device(s). Upon payment of the foregoing sum, full ownership of the device(s) shall be transferred to that Subscriber.
- 12.9. For the avoidance of doubt, in this scenario and where all of the conditions of 12.3.1 to 12.3.3 inclusive are fulfilled, the Licensee would not be able to charge an exit fee per se. However, the Licensee would be able to recover the outstanding retail price of the non-qualified device(s) by applying the following formula:

$$\text{Amount due to Licensee} = (Rp - Up)$$

Where:

**Rp** = the retail price of the device(s); and

**Up** = the total sum of any monies collected by the Licensee in upfront payment(s) made by the subscriber which relate to the recovery of the retail price of the device(s).

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<sup>24</sup> For example, this would include but is not limited to a non SIM locked mobile handset.

## 13. Deactivating Services

- 13.1. In the context of this Article 13, the term “Service” shall be construed to mean Telecommunications Services and/or Additional Services provided by a Licensee only.
- 13.2. Licensees shall offer Subscribers simple functionality to cancel or block any additional value-added services which are provided by default to Subscribers, upon subscription to main Telecommunications Services, and which are: ancillary to those main Telecommunications Services; and generate usage charges when used. Licensees shall make information about this functionality available in an easily accessible manner and free of charge. Provided that such functionality is consistent with this sub-article, in some cases Subscribers may be required to manually configure their equipment or service to cancel or block a value-added service.
- 13.3. Where feasible, Licensees shall provide Subscribers with a PSCM to confirm the deactivation, or migration of each Service and/or feature as appropriate.
- 13.4. Licensees shall ensure that the methods to be used to cancel a Service are equally convenient and no more complex than the methods used for ordering that service. For instance, if one can subscribe to any given service by SMS then it shall also be possible to use SMS for the purposes of cancelling that service.
- 13.5. Licensees shall not, except in objectively justified cases, obligate a Subscriber to visit a Licensee’s business centre to cancel/de-activate individual services or features. Notwithstanding the foregoing, Licensees shall not refuse to accept a request for service cancellation submitted by a Subscriber whilst that Subscriber is physically in a Licensee’s business centre.
- 13.6. Where a Subscriber requests a Licensee to cancel a Service, the concerned Licensee shall act with immediate effect to suspend the concerned service and the accrual of further charges.
- 13.7. In circumstances where a Licensee requires a Subscriber to lodge a deposit with that Licensee (e.g. security deposit for international roaming): that Licensee shall have a clear procedure for returning such deposits to Subscribers. The procedure for returning deposits shall not be restrictive and shall be no more onerous on the Subscriber than the procedure used by the Licensee to collect such deposit.
- 13.8. ‘Exit interviews’ may only be conducted in circumstances where the Subscriber consents to such interview, and the interview takes place at some time after the concerned service has been cancelled.

## 14. Protection of Telephone Numbers

- 14.1. For a period of one year following the deactivation of a telephone number by a Licensee, that Licensee shall not under any circumstances reassign that telephone number to another Subscriber unless:
- 14.1.1. the Licensee has obtained the prior consent of the Subscriber to whom the telephone number was assigned immediately prior to it being deactivated; or
  - 14.1.2. the Licensee has obtained the prior written consent of the TDRA.
- 14.2. In circumstances where, during a period of one year following the deactivation of a telephone number by a Licensee, the Consumer to whom the number was assigned immediately prior to deactivation, requests that Licensee to reactivate the number for that Consumer, the Licensee shall reactivate and reassign that number to that Consumer on the same (or equivalent) terms as were in operation immediately prior to the time at which the number was deactivated.
- 14.3. Ported numbers shall not be exempted from the protection provided by the provisions of this article 14
- 14.4. The provisions of this article 14 shall not apply to numbers/SIMs issued for IOT services.

## 15. Service Consumption Monitoring

- 15.1. Licensees shall make available a means by which Subscribers can, in real-time (or as near to real-time as is reasonably practicable), and free of charge to the Subscriber, easily monitor service consumption. Thus, Subscribers will be able to monitor:
- 15.1.1. The number of units consumed and the number of units remaining in any allowance provided as part of any service bundle. This is to include all forms of bundled allowances including but not limited to allowances for: bundled minutes; bundled data; and bundled messages, etc.;
  - 15.1.2. Out-of-bundle consumption, including but not limited to: calls and data-sessions made, as well as messages sent, and the charges levied for such calls, data-sessions, and messages;
  - 15.1.3. For post-paid Subscribers, the total amount of charges applied, and payments made, to the Subscriber’s account since the last invoice was issued on the account; and

15.1.4. For pre-paid Subscribers, the remaining pre-paid balance(s).

## 16. Hard-Caps on Mobile Data

### Spending cap on PAYG Data

16.1. Licensees shall impose a PAYG Hard Cap on the use of PAYG Data services by Subscribers.

16.2. The PAYG Hard Cap Limit will, by default, be set at AED 0 per day.

16.3. In circumstances where the retail charges incurred by a Subscriber, in any one day, reach the PAYG Hard Cap Limit for that Subscriber, the concerned Licensee shall suspend the provision of PAYG Data to that Subscriber for the remainder of that day, unless that Subscriber takes specific action or actions to:

16.3.1. refresh his/her PAYG Hard Cap for that day as further explained in sub-article 16.4 or

16.3.2. increase his/her PAYG Hard Cap Limit.

In all cases, Licensees shall capture, and maintain records of, the Subscriber's consent to refresh the PAYG Hard Cap and/or the Subscriber's consent to increase or decrease the PAYG Hard Cap Limit.

16.4. A Subscriber may refresh his/her PAYG Hard Cap and the effect of such action shall apply during the day on which the refresh occurs only. A refresh of the Hard Cap will allow that Subscriber to consume a further tranche of PAYG Data up to the next multiple of the PAYG Hard Cap Limit.

16.5. Licensees are encouraged to develop and provide easy-to-use mechanisms to enable Subscribers who use PAYG Data to increase or decrease the monetary limit of the PAYG Hard Cap on a personal basis.

16.6. It shall be possible for any given Subscriber to decrease the PAYG Hard Cap to zero (AED 0) if that Subscriber wishes to do so.

16.7. The provisions in sub-articles 16.1 to 16.6 inclusive shall not apply in the following cases:

- 16.7.1. cases where business Subscribers<sup>25</sup> use PAYG Data for the purposes of running M2M and/or IoT type applications; or
- 16.7.2. other objectively justified cases as may be defined from time to time by the TDRA.

### Mobile Data Bundles

- 16.8. For all mobile data bundles<sup>26</sup>, the Licensees shall apply a Hard Cap, where the Hard Cap is:
  - 16.8.1. applied free of charge to each Subscriber;
  - 16.8.2. is set at a level equivalent to the size of the data bundle in question (e.g. for a data bundle of 100MB the Hard Cap shall equal 100MB, and for a data bundle of 1GB the Hard Cap shall equal 1GB); and
  - 16.8.3. subject to the provisions of 16.9, applied in such a manner that ensures that when a Subscriber has used all of the allowance in a bundle, the Subscriber will not be able to use any more data of the type specified in the data bundle in question<sup>27</sup> during the Out-of-bundle Period.
- 16.9. Licensees may not supply additional data to a Subscriber, during the Out-of-bundle Period, unless the Subscriber in question:
  - 16.9.1. subscribes to another mobile data bundle;
  - 16.9.2. specifically opts-in to be charged at an Out-of-bundle Rate for the duration of the Out-of-bundle Period and the Licensee has recorded the Subscriber's consent to being charged at an Out-of-bundle Rate; or
  - 16.9.3. specifically instructs the relevant licensee to remove the Hard Cap.
- 16.10. In circumstances where 16.9.1 applies, the Licensees shall ensure that the Subscriber is protected against making overlapping subscriptions that would lead to double charging.

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<sup>25</sup> Subscribers who are juridical Persons

<sup>26</sup> This includes all existing and new bundles

<sup>27</sup> The Hard Cap applies to the type of data specified in the data bundle. For example, if the data bundle is for 'Social Data' only, then the Hard Cap shall apply to 'Social Data' only. However, if the data bundle applies to all data types, then the Hard Cap shall also apply to all data types.

- 16.11. In circumstances where 16.9.3 applies, there will be no Hard Cap for such Subscribers provided always that the Licensee has recorded that Subscriber’s instructions to have the Hard Cap removed.
- 16.12. The Subscriber shall not be charged for the mechanism by which the Subscriber selects any of the options available in 16.9.

## **17. Notification of Price Increases and Notification of Roaming Prices**

- 17.1. Licensees shall offer Subscribers the opportunity to terminate their contracts without penalty before an increase in price, or before any change in the terms and conditions that has the effect of a price increase, takes effect.
- 17.2. Subject to the provisions of sub-article 17.3, Licensees shall provide Consumers with notice at least twenty-eight (28) calendar days prior to implementing any price increase, or any change in the terms and conditions that has the effect of a price increase. Such notice shall be clear and unambiguous and at a minimum shall provide: details of the existing price; the increased price; the date from which the increased price is to become effective; and details of a mechanism by which Subscribers may, pursuant to the provisions of sub-article 17.1 above, opt-out and terminate their contracts.
- 17.3. Licensees shall take all reasonable measures to provide the notice referred to in sub-article 17.2 and in this context all ‘reasonable measures’ shall include: advertisements in at least three (3) Arabic language national newspapers; advertisements in at least two (2) English language national newspapers; a prominent notice on the Licensee’s website; individual SMS messages to Subscribers (where appropriate); and individual email messages to Subscribers (where appropriate).
- 17.4. Subject to the provisions of sub-article 17.5, for mobile Subscribers on standard roaming tariffs, Licensees shall, where possible and practicable, provide a facility whereby the mobile Subscriber can be informed of:
  - 17.4.1. the applicable retail roaming prices for originating a call and SMS to the UAE and for receiving a call and SMS from the UAE; and
  - 17.4.2. the applicable retail roaming prices for data roaming fees.
- 17.5. The facilities referred to in sub-article 17.4, shall be provided to the roaming mobile subscriber upon their first connection to a visited network in a foreign country and shall be provided free of charge to the roaming mobile customer.

## 18. Subscriber Invoices and Receipts

- 18.1. Licensees shall take all reasonable steps to post charges to a Subscriber’s account in a timely manner
- 18.2. Licensees shall take all reasonable measures to provide Subscribers who are subscribed to post-paid services with accurate and transparent invoices in a timely manner.
- 18.3. Unless objectively justified otherwise, all invoices shall state the name(s) of the packages(s) and/or services to which the invoice relates and the name(s) on the invoice shall match the name(s) on the related subscriber contracts.
- 18.4. Licensees’ invoices shall:
  - 18.4.1. be provided free of charge to the Subscriber;
  - 18.4.2. be in writing;
  - 18.4.3. set out clearly and transparently the details of all the charges contained in the invoice.
- 18.5. Licensees shall take reasonable measures to create awareness of the Subscriber’s right to receive invoices in paper form.
- 18.6. Subscriber invoices shall be provided at such intervals as is specified in the terms and conditions relating to the supply of the particular service.
- 18.7. As a minimum, Subscriber invoices shall contain the following information:
  - 18.7.1. The name and registered address of the Licensee issuing the invoice;
  - 18.7.2. The Subscriber’s account number;
  - 18.7.3. The amount owing to the Licensee or, if applicable the amount owing to the Subscriber (credit balance);
  - 18.7.4. Itemised details showing how all charges and credits on the invoice have been calculated;
  - 18.7.5. The date by which payment is due to the Licensee;
  - 18.7.6. The method or methods by which payments can be made to the Licensee;
  - 18.7.7. Point of contact details for Subscribers wishing to make enquiries relating to the invoice and any charges therein.

- 18.8. A Licensee shall retain records of post-paid Subscriber’s Invoices in accordance with the provisions of sub-article 3.9.
- 18.9. Unless objectively justified otherwise, Licensees shall automatically<sup>28</sup> provide Subscribers with a receipt for any payment submitted to the Licensee. Such receipts may be provided in appropriate electronic format to an address<sup>29</sup> specified by the Subscriber and held on file by the Licensee.

## 19. Transparency in Fixed-Line Broadband Speeds

- 19.1. Subject to the provisions of sub-article 19.2, this Article 19 applies to all standard fixed-line broadband connections provided in the UAE, regardless of the technology used in the Access Line<sup>30</sup> and regardless of whether such connection is provided as a standalone service, or as part of a bundle of services.
- 19.2. All Advertisements concerning fixed-line broadband packages, shall refer to the speeds that Consumers are likely to experience during the busy hour. Licensees shall maintain data, based on tests performed pursuant to 19.3, to support the speed claims made in such Advertisements.
- 19.3. Licensees shall perform tests, using a statistically meaningful sample of customer lines, to measure the upload and download speeds actually achieved during the busy hour, when measured at the network termination point<sup>31</sup> for each variant of fixed-line broadband connection, and for each technology used in the Access Line.
- 19.4. The testing referred to in sub-article 19.3. shall be performed in each Emirate in which the service is provided. Licensees shall maintain records of the tests performed in accordance with the provisions of sub-article 3.9. These records shall identify: the Emirate, the locations, the sample sizes used for the tests and the results obtained.
- 19.5. The provisions of sub-articles 19.1 to 19.4 inclusive shall not apply to:

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<sup>28</sup> In this context “automatically” means that it shall not be necessary for the Consumer to take any specific action to request a receipt. The duty is on the Licensee to supply a receipt for payments made whether or not the Consumer requested the supply thereof.

<sup>29</sup> In this context “address” means an email address or telephone number for SMS messages.

<sup>30</sup> Access Line means the connection from the customer’s premises to the local exchange or access node.

<sup>31</sup> The network termination point is the physical or logical point of demarcation between the Consumer’s premises and the Licensee’s fixed-line network.

- 19.5.1. bespoke fixed-line broadband connections or packages that are configured specifically to meet the requirements of a particular customer; or
- 19.5.2. other objectively justified cases as may be approved by the TDRA from time to time.

## **20. Activation and Deactivation of Partner Provided Additional Services**

- 20.1. In the context of this Article 20, the term “Additional Service” shall be construed to mean Additional Services provided by a Partner and the term shall exclude additional services provided by a Licensee.
- 20.2. To the extent possible, Licensees shall obligate their Partners to comply with the provisions of this Article 20.
- 20.3. No charges related to Additional Services shall be added to a Subscriber’s account unless the purchasing process for the concerned Additional Service complies fully with the relevant provisions of this Article.
- 20.4. In cases of a Consumer Complaint and/or a Consumer Dispute involving a disputed purchase of an Additional Service, the concerned Licensee shall be able to demonstrate that the purchase process complies fully with the relevant provisions of this Article.
- 20.5. Unless objectively justified otherwise, Licensees shall obligate their Partners to make available appropriate mechanisms for Subscribers, to use without charge to deactivate and cancel Additional Services. For the avoidance of doubt, the conditions for deactivation or cancellation shall follow the terms and conditions of the relevant Additional Service.
- 20.6. Unless objectively justified otherwise, following the deactivation of an Additional Service, the Subscriber shall be provided with a PSCM to confirm that the Additional Service has been deactivated.
- 20.7. To the extent feasible, the following conditions shall apply in circumstances where the purchase of an Additional Service is made online, or via an in-App purchase, or via a device such as a gaming terminal, or any other such device that could be so used and is not specifically covered elsewhere in these Regulations:
  - 20.7.1. the Consumer shall be informed of the principal terms and conditions of the Additional Service;

- 20.7.2. for each purchase, the Consumer shall be required to follow a 2FA procedure to confirm agreement to the purchase of the Additional Service;
- 20.7.3. Licensees shall maintain records to be able to demonstrate that 2FA was used in the purchase process and in the case of disputed purchase or subscription, the concerned Licensee may be called upon to produce such evidence as necessary to unequivocally demonstrate that the purchase process complied with these Regulations.
- 20.7.4. where Consumers are offered on-screen, yes/no options as part of the purchase process, the ‘no’ option shall always be set as the default answer to avoid accidental ‘yes’ answers; and
- 20.7.5. as soon as is reasonably practicable after purchase, the Subscriber shall be provided with:
  - (a) a PSCM; and
  - (b) a written copy of the terms and conditions for the Additional Service sent via electronic message.
- 20.8. The following conditions shall apply in circumstances where an Additional Service is purchased via interactive electronic communications (for example by SMS) between a Consumer and a Partner/Licensee
  - 20.8.1. the Consumer shall be informed of the principal terms and conditions of the Additional Service;
  - 20.8.2. the purchase process shall necessitate the Consumer to provide consent to the purchase of the Additional Service by involving the same means of electronic communications using SMS or USSD etc.; and
  - 20.8.3. as soon as is reasonably practicable after purchase, the Subscriber shall be provided with:
    - (a) a PSCM; and
    - (b) a written copy of the terms and conditions for the Additional Service sent via electronic message.
- 20.9. The following conditions shall apply in circumstances where the purchase of an Additional Service is made via a TV remote control unit:

- 20.9.1. the user shall be required to enter a PIN code for each and every purchase of content, including but not limited to: movies, VOD, premium channels, pay-per-view programmes, etc.;
  - 20.9.2. it shall not be possible to purchase content by the entry of a default PIN; and
  - 20.9.3. as soon as is reasonably practicable after purchase, the Subscriber shall be provided with a PSCM.
- 20.10. The following conditions shall apply in circumstances where an Additional Service is purchased at a Licensee’s business centre:
- 20.10.1. the Subscriber<sup>32</sup> shall be physically present at the point of sale;
  - 20.10.2. the Licensee shall verify the identity of the Subscriber;
  - 20.10.3. the Licensee shall obtain the Subscriber’s consent, by signature, to the terms and conditions for the Additional Service;
  - 20.10.4. as soon as is reasonably practicable after purchase, the Subscriber shall be provided with a written copy of the terms and conditions for the Additional Service via electronic message; and
  - 20.10.5. the Subscriber shall be provided with full details of how the Additional Service can be cancelled.
- 20.11. The following conditions shall apply in circumstances where an Additional Service is purchased via a telephone call to/from a Licensee’s call centre:
- 20.11.1. the Licensee shall verify the identity of the Subscriber by asking the relevant security questions, or by following such other procedures used by the Licensee for identification purposes;
  - 20.11.2. the Licensee shall provide the Subscriber with an explanation of the terms and conditions of the Additional Service prior to sale;
  - 20.11.3. the Licensee shall record the Subscriber giving verbal consent to the terms and conditions for the Additional Service; and
  - 20.11.4. the Licensee shall maintain a recording of the complete conversation; and

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<sup>32</sup> In the context of this sub-article 20.10 the term “Subscriber” shall be construed as meaning the Subscriber or the Subscriber’s authorised representative and in the case of a Subscriber’s representative, the Licensee shall validate the identity and credentials of that person.

20.11.5. as soon as is reasonably practicable after purchase, the Subscriber shall be provided with:

- (a) a Post-Subscription Confirmation Message (PSCM); and
- (b) a written copy of the terms and conditions for the Additional Service sent via electronic message.

## 21. Fair Use Policies

- 21.1. Fair use policies (FUP) shall be designed to be fair and reasonable to both the Licensee and the Subscriber.
- 21.2. For the FUP to be fair and reasonable it must affect only atypical Subscribers, that is to say- excessively heavy users that form a small minority of the customer base for the particular service.
- 21.3. Pursuant to the provisions of 28.5, no service that is subject to a fair use policy shall be advertised as ‘unlimited’<sup>33</sup>.
- 21.4. At the pre-contract stage for any service subject to a FUP, the Licensee shall inform the Consumer that the service is subject to a fair use policy and provide details of when and how the FUP affects the concerned service.
- 21.5. Licensees shall publish their FUP and make them available to Consumers upon request.

## 22. Disconnection Due to Non-Payments of Invoices

- 22.1. Where a Subscriber has not, within the time limits stipulated in the contract, paid the Licensee all or part of an invoice for services provided by a Licensee, any measures taken by that Licensee to effect payment or disconnection shall:

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<sup>33</sup> In this context the term “unlimited” shall be construed to mean ‘unlimited and any synonyms, variations and derivatives of that term’

- 22.1.1. where-ever possible<sup>34</sup>, be preceded by an individual notice and appropriate warning to the Subscriber in advance of any resulting service interruption or disconnection; and
- 22.1.2. confine any service interruption or disconnection to the services concerned as far as is technically feasible.
- 22.2. In the warning referred to in sub-article 22.1.1, Licensees shall specify the necessary Subscriber actions required to avoid non-payment disconnection and all due dates, and shall describe the resulting implications and consequences of not doing so- including, if applicable, the planned date and time for service interruption or disconnection.
- 22.3. In the event of service interruption or disconnection, the Licensee shall not restrict the Subscriber’s usage of basic, non-substitutable services unless that service is the cause of the disconnection.
- 22.4. Licensees shall provide Subscribers with continued accessibility to emergency numbers during the phases of the dunning process preceding final service disconnection.
- 22.5. The provisions of this Article 22 shall not apply if an authorised official of a competent authority requests the disconnection action in the interest of public or national security.

## **23. Repair of Faults and Restoration of Service**

- 23.1. In the event of service being interrupted or impaired due to a network fault, Licensees shall take all reasonable steps to repair the fault and restore service as quickly as possible.
- 23.2. Licensees shall not charge customers for the cost of network repairs, nor will Licensees charge for technician visits relevant to those repairs as referred to in sub-article 23.1.
- 23.3. Upon conclusion of a technician’s visit to a Subscriber’s property, the technician shall provide the Subscriber with a full and detailed report of the findings and actions performed by the technician in the Subscriber’s property. The report

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<sup>34</sup> In the event of a Consumer Dispute arising out of these provisions for service disconnection, it shall be for the Licensee to demonstrate that it was not possible for the Licensee to provide the individual notice and warning.

shall be signed by both parties, and a copy of the technician’s report shall be provided to the TDRA upon request.

## **24. Privacy of Subscriber Information**

- 24.1. In the event of any inconsistency between any of the provisions of this Article 24 and any of the provisions of the Data Protection Law the provisions of the DPL shall prevail to the extent necessary to remove any such inconsistency.
- 24.2. Licensees shall take all reasonable and appropriate measures to prevent the unauthorised disclosure or the un-authorized use of Subscriber Information.
- 24.3. Without prejudice to the generality of the provisions of sub-article 24.1, a Licensee may disclose Subscriber Information if such disclosure is:
  - 24.3.1. permitted by law;
  - 24.3.2. expressly permitted by the Subscriber in question;
  - 24.3.3. expressly permitted by any provision in these Regulations or any other aspect of the Regulatory Framework;
  - 24.3.4. made in the course of the Licensee making a credit check with a reputable credit reporting agency;
  - 24.3.5. made in response to a lawful request by law enforcement agencies to assist in the investigation of criminal activity;
  - 24.3.6. made in response to a lawful request from any competent authority in relation to matters involving the public interests and/or matters of state security; or
  - 24.3.7. made to the TDRA in accordance with these Regulations.
- 24.4. Licensees shall take all reasonable measures to protect the privacy of Subscriber Information that it maintains in its files, whether in electronic or paper form. Licensees shall use reliable security measures against risks such as loss or unauthorised access, destruction, leakage, inappropriate use, modification and/or unauthorised disclosure.
- 24.5. Licensees shall limit access to Subscriber Information to its trained and authorised personnel who will include the Licensee’s employees, directors, independent contractors and consultants, who are bound to protect the Licensees confidential information (which includes Subscriber Information) from un-authorized use and disclosure under the terms of a written agreement.

Licensees shall ensure that personnel engaged in the handling of Subscriber Information are fully aware of, and adequately trained in the Licensee’s security and privacy protection practices.

- 24.6. Licensees must obtain a Subscriber’s prior consent<sup>35</sup> before sharing any Subscriber Information with its affiliates and/or other third parties not directly involved in the provision of the telecommunications services ordered by the Subscriber.
- 24.7. Licensees who have access to Subscriber Information as a result of interconnection with another Licensee are strictly prohibited from using that Subscriber Information for any purposes other than interconnection. In particular, that data may not be used for any marketing purposes or anti-competitive practices.
- 24.8. Licensees shall not require Subscribers to provide any personal information related to any other person<sup>36</sup> that is not essential and directly related to the provision of the service ordered, unless the Licensee is required to collect such information and data under the specific instructions of a competent authority acting in the interest of public safety or national security.
- 24.9. In circumstances where it is necessary to provide Subscriber Information to affiliates or other third parties who are directly involved in the supply of the telecommunications services ordered by Subscribers, the third-parties are required to take all reasonable and appropriate measures to protect the confidentiality and security of the Subscriber Information and to use it only as required for the purposes of providing the telecommunication service. Licensees shall ensure that the contract between them and any affiliate or other third party holds that third party responsible for the privacy and protection of the Subscriber Information.
- 24.10. In circumstances where a Subscriber requests the Licensee to disclose his or her own Subscriber Information to that Subscriber, the Licensee shall disclose it free of charge and without delay after an adequate verification process.
- 24.11. The TDRA may request any Licensee to provide the TDRA with any Subscriber Information that is essential to enable the TDRA to fulfil its duties. Any such request shall be made in writing and the Licensee to which the request is addressed shall take all reasonable measures to supply the requested Subscriber Information as directed by the TDRA.

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<sup>35</sup> Which consent may be provided contractually at the point in time at which the Subscriber Contract is formed provided always that a mechanism exists whereby the Subscriber may withdraw that consent, “opt-out” at a later stage if the Subscriber so wishes.

<sup>36</sup> e.g.: the name and/or contact details of friends and family members.

24.12. The TDRA may, upon serving reasonable notice to a Licensee, visit the premises of a Licensee or its affiliate(s) where Subscriber Information is stored by that Licensee or its affiliate(s) in order that the TDRA can review the security measures taken by the Licensee or its affiliate(s) with respect to maintaining the security of that Subscriber Information. In the event that the TDRA, acting reasonably, is not satisfied with the security arrangements at some particular premises, the TDRA reserves the right to instruct the Licensee, or instruct the Licensee to instruct its affiliate(s), to strengthen the security arrangements at that particular premises or relocate the storage of Subscriber Information to a more secure premises as may be deemed appropriate, and justified, by the TDRA.

## 25. On-line Directory Information and Directory Enquiries

### General

- 25.1. Unless specifically stated otherwise, the provisions of this Article 25 regarding the mandatory publication of printed directory information apply to the provision, by each Licensee, of consolidated directory information in an on-line format only<sup>37</sup>.
- 25.2. Licensees who assign telephone numbers to Subscribers shall provide directory information. Such information shall be made available on-line (directory information service) and on a call-by-call enquiry basis (directory enquiry service). Access to on-line directory information services shall be provided free of charge. Licensees may levy charges for voice calls to directory enquiry services and Licensees shall publish the cost of such calls.
- 25.3. Licensees shall use all reasonable methods to ensure directory information is accurate and up-to-date.
- 25.4. A Licensee shall not give prominence to the publication (directory information service) or provision (directory enquiry service) of directory information relating to Subscribers of that Licensee over the publication or provision of directory information relating to Subscribers of another Licensee. That is to say, Licensees shall apply the principle of non-discrimination to the treatment of directory information.
- 25.5. Nothing in these regulations prevent a Licensee from including third party advertisements or other value-added services in its on-line directory information

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<sup>37</sup> Subject to the provisions of Article 24, Licensees are not prevented from printing directories in such other formats (hardcopy or electronic formats- CD, DVD, or software application etc.) as the Licensee may choose.

service. However, a licensee may not require a visiting Consumer to view a certain number of advertisements before allowing the Consumer to search for information in the directory or before returning the results of any such search to the Consumer. Advertisements and links to other value-added services could, for instance, be displayed simultaneously within the ‘search bar’ and/or within the page(s) showing the results of any search.

## 25.6. Directory Information – natural persons

25.6.1. Directory information for Subscribers being natural persons shall contain, at a minimum:

- a) Name;
- b) Location (City); and
- c) Telephone number

25.6.2. Licensees may not publish directory information relating to a natural person without the express prior permission of that natural person. After such consent has been given, Licensees shall allow Subscribers to withdraw that consent should the Subscriber wish to do so.

## 25.7. Directory Information – legal entities

25.7.1. Directory information for Subscribers being legal entities shall contain, at a minimum:

- a) Name;
- b) Location (e.g., P.O. Box and/or City); and
- c) Telephone number.

25.7.2. Licensees shall offer their Subscribers (legal entities) the option not to have their directory information published.

### Directory Information – Charges for Publication

25.8. Licensees shall as a minimum offer a free of charge – basic level of service in the on-line publication of directory information. Such basic level of service shall meet the provisions of 25.6.1 and shall be provided without cost to the Subscriber.

25.9. Subject to the provisions of 25.4, Licensees may offer such enhanced directories as the Licensee sees fit. Such enhanced services could for instance include bold, boxed, or colour listings and may include additional information such as logos, location plans and maps, directions etc. Licensees may charge Subscribers for such enhanced services at the Licensee’s published rates provided that the Subscriber is informed that the Subscriber may opt for a free of charge basic level service.

### On-line Directory

- 25.10. Each Licensee shall provide an on-line portal designed to provide Consumers with easy access to directory information. The manner in which Consumers may search for directory information shall be Licensee neutral. In this regard, Consumers shall not be obliged to follow different procedures or apply different search techniques/strings to obtain information based on the fact that different Licensees have assigned telephone numbers.
- 25.11. Licensees shall ensure that main emergency service numbers of Police, Ambulance & Civil Defence are prominently displayed, and a clear reference to a full list of all other emergency numbers is given, in all directories including any enhanced directory a Licensee may elect to publish.

### Directory Enquiry

- 25.12. Directory Enquiry information shall be consolidated in a single source, regardless of which Licensee assigns the telephone number. Consumers shall not be obliged to make multiple calls to obtain directory information based on the fact that different Licensees have assigned telephone numbers.
- 25.13. In case directory enquiries are priced on a time basis, Licensees may only charge for the duration of the transaction, that is to say the actual time spent on the call for the purpose of the enquiry itself and not for the time spent waiting in a queuing system.
- 25.14. Licensees shall waive the charges for directory enquiries in circumstances where:
- 25.14.1. the Consumer's enquiry is processed by an artificial intelligence assistance (AIA); and
- 25.14.2. the AIA could not return the requested telephone number.

## **26. Consumer Complaints and Consumer Disputes**

- 26.1. The provisions of this Article 26 apply to all Licensees regardless of the brand name(s) used by the Licensee to provide services to Consumers.
- 26.2. Licensees shall establish and maintain effective procedures to investigate and resolve Consumer Complaints properly and promptly regardless of whether such complaint is submitted directly by the Consumer or submitted via the TDRA. The Licensee's procedures shall be user-friendly, and shall not be so complex, onerous, or time-consuming, as to unduly deter Consumers from making a complaint to the Licensee.

- 26.3. Licensees shall establish and maintain effective procedures to assist the TDRA and to provide such information in a timely manner as the TDRA may require whilst the TDRA is investigating any given Consumer Dispute.
- 26.4. The Licensee’s procedures referred to in sub-article 26.2 shall make such provisions as are necessary for Consumers to submit complaints:
- 26.4.1. by telephone (to a dedicated contact number); or
  - 26.4.2. by email (to a dedicated email); or
  - 26.4.3. on-line (using licensee provided electronic forms); or
  - 26.4.4. in person (at any Licensee business centre); and
  - 26.4.5. any other licensee-developed channels such as by Licensee App., etc.
- 26.5. It shall be a mandatory obligation for Licensees to implement and maintain each of the channels listed in sub-articles 26.4.1 to 26.4.4 inclusive (the “Mandatory Channels”).
- 26.6. Licensees shall maintain an adequate number of properly trained personal to receive, process, and respond to Consumer Complaints in a timely and prompt manner.
- 26.7. The provisions of sub-article 26.6:
- 26.7.1. apply in all cases regardless of which Mandatory Channel is used; and
  - 26.7.2. preclude the use of non-human agents by Licensees in conversations with Consumers regarding Consumer Complaints.
- 26.8. Licensees shall publish and maintain up-to-date information describing how, when and where a Consumer Complaint may be filed. This information shall be readily available and easily obtainable by Consumers.
- 26.9. Licensees shall make adequate provisions to ensure that people with physical disabilities or other special needs are able to access the Licensee’s complaint handling process. Licensees shall ensure that consumers with physical disability can be easily represented by their authorised representatives in order to make a complaint; providing a means of authorisation can be easily established and verified.
- 26.10. Licensees shall not charge Consumers for using the Consumer Complaint and/or Consumer Dispute procedures.

- 26.11. During the Licensee’s handling of a Consumer Complaint and/or the TDRA’s handling of a Consumer Dispute, the TDRA may direct the concerned Licensee to restore a Consumer’s service in whole or in part, or to implement any other remedy deemed reasonable and appropriate by the TDRA.
- 26.12. Licensees shall observe all due dates set by the TDRA in correspondence relating to specific Consumer Complaints and/or Consumer Disputes
- 26.13. Licensees shall:
- 26.13.1. reasonably assist any Consumer, so requesting such assistance, to formulate and to lodge a Consumer Complaint with the Licensee; and
  - 26.13.2. acknowledge the receipt of each Consumer Complaint by providing the complainant with a reference number for the complaint and the indicative time-frame required for the Licensee to investigate and resolve the complaint.
  - 26.13.3. The acknowledgement referred to above shall be provided immediately in the case of complaints submitted by telephone or personal visit, and within one (1) business day in the case of a written complaint.
- 26.14. Conclusion of Consumer Complaints:
- 26.14.1. Where possible, Licensees shall seek to resolve a Consumer Complaint on first contact.
  - 26.14.2. Generally, Licensees shall conclude Consumer Complaints within twenty (20) business days after receipt or as soon as practical in all circumstances.
  - 26.14.3. Licensees shall enable the complainant to make enquiries regarding the progress of the complainant’s case.
  - 26.14.4. If the period for conclusion takes longer than twenty (20) business days, Licensees shall keep the complainant informed as to the progress made in resolving the complaint and the expected conclusion date.
  - 26.14.5. At the conclusion of the Licensee’s examination of a Consumer Complaint, the Licensee shall inform the complainant of the outcome of the case and the offered remedies, if applicable.
- 26.15. Consumer Complaint – Records and Reports

- 26.15.1. Licensees shall maintain records of Consumer Complaints for a minimum period of two (2) years, or such other period as may be specified in the Licence, after the conclusion of individual Consumer Complaints.
- 26.15.2. Licensees shall submit monthly reporting data to the TDRA in accordance with separate instructions issued by the TDRA and amended from time to time.

## 26.16. Consumer Disputes

- 26.16.1. The TDRA shall advise the Licensee of a Consumer Dispute and the Licensee shall resolve the Dispute and respond to the TDRA within three (3) business days of the TDRA submitting the Dispute to the Licensee.
- 26.16.2. At the conclusion of the Licensee’s investigation of a Consumer Dispute and pending the final resolution of the matter, the Licensee shall contact and advise the Consumer of the outcome of the case.
- 26.16.3. At any time during, or upon the conclusion of, the TDRA’s handling of Consumer Dispute, the TDRA may direct a Licensee to undertake any remedy deemed reasonable and appropriate by the TDRA.
- 26.16.4. The TDRA’s Consumer Dispute procedures are set out in Annex 1 to these Regulations.

## 27. Audit of Billing Systems

- 27.1. The Licensees shall audit their respective billing systems and submit signed audit reports to the TDRA at such intervals as the TDRA will specify separately to each Licensee.

## 28. Advertising

### Persons subject to Article 28

- 28.1. Licensees shall take all reasonable measures to ensure compliance with this Article 28. This includes taking all reasonable measures to ensure compliance with this Article 28 by Advertising Partners, used to carry out any activity or activities which are subject to Article 28.

### Activities subject to Article 28

28.2. Article 28 shall apply to any direct or indirect Advertising or any other activity which has the same or similar effect and relates to, promotes, refers or relies on, any product or service or Person which is regulated by virtue of the Telecommunications Law, a Licence or any regulatory instrument issued by the TDRA pursuant to the Telecommunications Law.

### Overarching Obligations

28.3. All Persons subject to Article 28 must ensure that all Advertising shall:

28.3.1. be fair, truthful, honest and accurate, and shall not, by act or omission, directly or by implication, mislead, or deceive Consumers;

28.3.2. not exploit inexperience or credulity;

28.3.3. not incite, encourage or appear to condone unlawful, unsafe, anti-social, violent or immoral behaviour or practices or play on fear or exploit misfortune or suffering;

28.3.4. respect and apply the social, cultural, moral and religious values that apply generally within the UAE and shall provide adequate protection for members of the public from the exposure to harmful and/or offensive material. Advertising shall not induce, encourage or validate any behaviour that is inconsistent with the social, cultural, moral or religious values which apply generally within the UAE. Material which is generally not acceptable includes, but is not limited to, offensive language, violence, sex, nudity, sexual violence, humiliation, violation of human dignity, discriminatory treatment or language, derogatory treatment of religious subjects and values, with particular regard to the sensitivities of Islam, and the use of drugs, alcohol and tobacco; and

28.3.5. comply with all applicable laws of the UAE.

28.4. When Persons subject to Article 28 are in doubt if something in an Advertisement will be in compliance with Article 28, they should err on the side of caution and ensure compliance.

### Restricted terms

28.5. The term “**unlimited**” (and all similar words, terms, synonyms and derivatives) shall not be used in any Advertising unless the service in question is provided

without any limitation<sup>38</sup> whatsoever save for inherent limitations found in any telecommunications network.

28.6. Words such as “**fastest**”, “**biggest**”, and “**best**” etc. (and all similar words, terms, synonyms and derivatives) shall not be used in any Advertisement relating to a Licensee or its networks without the prior approval of the TDRA.

28.6.1. Should any Licensee wish to gain approval to use any such word in an Advertisement describing the Licensee or its networks, the Licensee shall apply to the TDRA for approval.

28.7. The term “**free**” (and all similar words, terms, synonyms and derivatives) shall not be used in any Advertising unless it is used in relation to an offer:

28.7.1. which involves no monetary obligation whatsoever on the Consumer; or

28.7.2. where the only obligation on the Consumer is to pay shipping and/or handling charges AND such charges do not exceed the reasonable retail price for the actual handling, transport or delivery of the product or service; or

28.7.3. related to a specific element of a bundle AND where that element is supplied without charge AND the overall price of the bundle has not been increased in concurrence with its inclusion in the offer.

28.8. The provisions of 28.7.3 shall be deemed not to have been breached when the term “free” is used to accurately describe bundled services or elements of a bundled service when these are included/bundled for “free”. For example, the use of phrases such as: “the price of the plan includes xx free SMSs per month”, or “the price of the plan includes xx Mb/Gb of free data usage per month” would be acceptable provided always that such details are true and accurate.

### Substantiation and Compliance

28.9. Licensees shall hold evidence (documentary, video, audio, etc) as may be necessary which they can produce on request by the TDRA so as to prove to the TDRA’s reasonable satisfaction that all statements, facts, claims etc, whether direct or implied, made in an Advertisement are accurate and that the Advertisement is in compliance with these Regulations. Licensees shall retain such evidence for a period of one year after the cessation of the relevant Advertising activity.

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<sup>38</sup> Not limited or restricted in any way including but not limited to restrictions in terms of number, quantity, speed, or extent, or quality, etc.

### Context of the Advertisement

- 28.10. In considering whether an Advertisement is compliant with any aspect of Article 28 the following shall be relevant considerations:
- 28.10.1. the context, nature and form of the Advertisement as a whole;
  - 28.10.2. the details and nature of the product or service being Advertised;
  - 28.10.3. the media used (e.g. TV, radio, printed matter) and its characteristics; and
  - 28.10.4. the targeted audience including its characteristics, needs, level of technical expertise and vulnerability.

### Children

- 28.11. Advertisements aimed at children shall take into account their special sensitivities and sensibilities and shall avoid undue or exploitive pressure.

### Prices and Terms and Conditions

- 28.12. References to prices, services, and terms and conditions shall be clear and transparent and shall not mislead, confuse or deceive or be likely to mislead, confuse or deceive Consumers. If it is not practical, for objectively valid reasons, to include the details of all prices, terms and conditions in the respective Advertisement, then an explanation of the means and manner of accessing full information shall be included in the particular Advertisement.
- 28.13. New or changed prices or services shall not be Advertised or announced or otherwise referred to in any Advertising unless such price or service is in compliance with the TDRA’s Regulatory Framework.
- 28.14. Any footnotes, qualifiers, or disclaimers in Advertising shall, where relevant, be clearly visible and legible, audibly apparent and understandable and shall not contradict, materially qualify or otherwise alter the basis of the Advertisement. For the avoidance of doubt this does not preclude the inclusion in an Advertisement of references to detailed terms and conditions being provided elsewhere. However, these terms and conditions should not have the effect of contradicting or materially qualifying or otherwise altering the basics of any claim made or implied in the Advertisement.
- 28.15. In the event that any statement made by a Licensee is misquoted in the media, to the extent that the misquote does, or may, result in an apparent breach of these Regulations, the Licensee shall take reasonable steps to procure a retraction or correction or other appropriate remedial action concerning the

misquoted statement(s) in the same medium in which the erroneous statement(s) was/were published.

### *Broadband Speeds*

- 28.16. Claims concerning fixed-line broadband download and upload speeds shall comply with the provisions of Article 19.
- 28.17. Where fixed-line broadband speeds might differ from area to area, Licensees should exercise care in the way such speeds are described in their Advertisements.

### *Testimonials, endorsements and other Advertising statements*

- 28.18. Testimonials and endorsements, or edited portions thereof, used in Advertisements shall be clear, accurate and documented, and shall be clearly identifiable as representing the opinion of the individual or entity issuing the statement or expressing the position. If the individual or entity is being compensated for the testimonial and/or endorsement, this shall be clearly stated in all materials featuring the testimonial and/or endorsement where it is reasonably necessary for the Consumer to discern that the testimonial or endorsement is an advertisement for which the individual or entity has been compensated.

### *Comparative Advertising and Denigration*

- 28.19. Comparative Advertisements are permissible, so long as these comply with these Regulations. In addition, Comparative Advertisements shall:
- 28.19.1. not unfairly criticise, discredit, or denigrate other Licensees or their services, products, trademarks, trade names or other distinguishing marks;
  - 28.19.2. refrain from judgments and opinions about the other Licensees or their products or services;
  - 28.19.3. rely solely on objective statements and facts that can be clearly substantiated, and which are not been unfairly selected or presented;
  - 28.19.4. address either comparable offers or comparable services.
- 28.20. If the comparison is only valid in limited circumstances, it should be avoided unless this can be clearly explained in the Advertisement. Where for example the comparison is only valid if the user calls at a particular time of day, during a limited period or to a particular country, then this limitation shall be clearly stated in all materials featuring the comparison.

- 28.21. If a Comparative Advertisement compares prices with different charging mechanisms, the difference shall be clearly explained in all materials featuring the comparison.
- 28.22. Advertisers should always exercise the utmost care when using Comparative Advertising.

### Imitation and Identity

- 28.23. No Advertising shall so closely resemble an Advertisement previously issued by another Licensee in respect to the general layout, text, slogan, visual appearance or audio characteristics that the resemblance will, or be likely to, mislead, confuse or deceive consumers.
- 28.24. In all Advertisements it should be clear to Consumers who is the Person that will be legally responsible to them for the product or service that is Advertised.

### Harassment or Coercion

- 28.25. Advertising shall not be unduly intrusive or coercive and shall not harass or be likely to harass Consumers. Some factors that may be considered in making such a determination include the timing, nature and persistence of the Advertising.
- 28.26. Licensees shall ensure that they, as well as Advertising Partners that they use for Advertising purposes, have in place the necessary systems so as to comply with requests by Consumers (orally or in writing) not to be contacted for Advertising purposes at specific times or through specific means or at all.

### Advertisements of products or services which use a Premium Charge Number

- 28.27. Licensees shall procure that adequate and appropriate safeguards are in place with any Person, including their own business, to which they supply a Premium Charge Number used to provide or charge for the provision of services or products are aware and, where appropriate, contractually bound, to comply with the provisions of this sub-article and sub-article 28.28:
- 28.28. Advertisements displaying a Premium Charge Number shall:
- 28.28.1. clearly state the call/messaging charges (inclusive of all taxes, if any); and
  - 28.28.2. note the prices in the form of numerical price per minute for time based/charged services or the relevant charge unit or the total maximum cost to the Consumer.

### Promotions with Prizes

- 28.29. Promotions using Prizes must be prepared with a sense of responsibility and comply with the spirit, not merely the letter, of these Regulations. Promotions with prizes shall:
- 28.29.1. be communicated in a manner that is clear and readily understandable by the intended audience;
  - 28.29.2. not create confusion between “gifts” and “prizes”;
  - 28.29.3. ensure that all rules, entry instructions, dates or deadlines and factors likely to influence a Consumer’s understanding of the promotion are clearly stated and Advertisements explain these accurately, unambiguously and completely. If it is not practical, for valid reasons, to include all such details in the Advertisement, then the means and manner of accessing the full information shall be included in all materials featuring the Promotion;
  - 28.29.4. be demonstrably fair and participation shall not be impeded by, for example, including complex rules or applying unreasonable conditions to participation or collecting prizes;
  - 28.29.5. fully comply with all applicable laws and regulations of the UAE.

## **29. Publication of Regulations**

- 29.1. The TDRA shall publish these Regulations in full on its website.

## **30. Effective Date and Final Provisions**

- 30.1. Unless a contrary intention is expressed in the following table, these Regulations and all Annexure hereto enter into force on the date which is one (1) month after the day on which these Regulations are issued.

Article or sub-article	Effective Date
Article 7 – Subscriber Compensation Scheme	Enters into force on the date which is four (4) months after the day on which these Regulations are issued.
Article 10 – Refund of Credit Balances	Enters into force on the date which is four (4) months after the day on which these Regulations are issued.

- 30.2. The following instruments are repealed on the date which is one (1) month after the day on which these Regulations are issued:
- 30.2.1. The Consumer Protection Regulations, Version 1.5, Issued 4 October 2020 and all Annexure thereto.
- 30.2.2. The TDRA instructions issued to Licensees on 8 December 2021 to ‘Cease and desist from using the word “fastest” in advertisements related to mobile networks’.

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