



Regulations

Consumer Protection Regulations

Version 1.4

Issued: 20 March 2019

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- Annexe 1: The TRA's Consumer Dispute Procedures
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1. Introduction

- 1.1. Article (14)3 of Federal Law by Decree No. 3 of 2003 Regarding the Organization of the Telecommunications Sector, as amended (hereinafter “the Telecommunications Law”) grants the TRA 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 TRA.
- 1.3. These Regulations apply to all Licensees in the UAE. Licensees are required to obligate their agents, Partners, and representatives to adhere to these Regulations.
- 1.4. These Regulations are in addition to and complement other applicable UAE laws and the TRA’s Regulatory Framework. Nothing in these Regulations shall be construed as waiving or modifying obligations to comply with any other applicable laws in the UAE.

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. **“Additional Service”** means – any optional non-telecommunications service supplied by a Partner or a Licensee including but not limited to: games, content, apps, ringtones, third-party products, third-party services, etc. and where the fees, levies, or charges for such extra service(s) are collected by the concerned Licensee via the Subscriber’s account;
 - 2.1.2. **“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 is made to promote a product, service, or Person to Consumers, and **“Advertising”** and **“Advertises”** shall be construed accordingly;

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- 2.1.3. “**Advertiser**” means - any Person, as defined in sub-article 22.1 and, to the extent applicable, sub-article 22.26 of these Regulations, that Advertises;
- 2.1.4. “**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;
- 2.1.5. “**Advertising Partner**” means - any Person who can reasonably be construed as being a distributor, dealer, agent, subcontractor, or representative of an Advertiser;
- 2.1.6. “**Comparative Advertising**” means - Advertising which in any way, either explicitly or by implication, identifies a competitor or a product or service offered by a competitor;
- 2.1.7. “**Consumer**” means - any person, whether a natural person or a legal entity but excluding a Licensee, which person consumes or may consume a Public Telecommunications Service provided by a Licensee;
- 2.1.8. “**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;
- 2.1.9. “**Consumer Dispute**” means - any correspondence or communication accepted by the TRA from a Consumer expressing dissatisfaction or grievance on the outcome of a Consumer Complaint or on matters

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within the direct scope of a Licensee's business and on which matter the Consumer has some legitimate interest;

- 2.1.10. **“Hard Cap”** means - a strict limit or ceiling imposed by Licensees on mobile data allowances¹ 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. **“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.
- 2.1.13. **“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.
- 2.1.14. **“Out-of-bundle Period”** means - the period of time, whether measured in hours, days, weeks, or months, starting from the time 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.
- 2.1.15. **“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.
- 2.1.16. **“Partner”** means - any Person who has an arrangement with a Licensee whereby the fees for Additional Services (products, services, applications, games, ringtones and anything else) supplied by that Person are collected by the 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.

¹ 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.

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- 2.1.17. **“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).
- 2.1.18. **“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 10 of these Regulations.
- 2.1.19. **“PAYG Hard Cap Limit”** means - the monetary value of the PAYG Hard Cap.
- 2.1.20. **“Penalty-Free Service Cancellation Period”** means - the period of time, as further defined in Article 7 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;
- 2.1.21. **“Person”** means - any natural or juridical person;
- 2.1.22. **“Post Subscription Confirmation Message”** or **“PSCM”** means - a written notice, as further defined in sub-article 4.2, which is provided to the Subscriber under certain circumstances in accordance with these Regulations;
- 2.1.23. **“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;
- 2.1.24. **“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;
- 2.1.25. **“Regulations”** or **“these Regulations”** means - the Consumer Protection Regulations including any annexure thereto, as issued by the TRA and amended from time to time;

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- 2.1.26. **“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 TRA and as may be amended from time-to-time.
- 2.1.27. **“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;
- 2.1.28. **“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;
- 2.1.29. **“Telecommunications Law”** means - Federal Law by Decree No. 3 of 2003 Regarding the Organisation of the Telecommunications Sector, as amended;
- 2.1.30. **“Temporary Instructions”** means - the instructions that the TRA may issue pursuant to sub-article 3.7 of these Regulations; and
- 2.1.31. **“TRA”** means - the Telecommunications Regulatory Authority, which pursuant to the provisions of Article 6 of the Telecommunications Law is the General Authority for Regulating the Telecommunications Sector”;
- 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 written contracts for post-paid services, where appropriate the word contract shall also be construed to apply to pre-paid services;

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- 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 'services provided to Consumers' and references to 'products provided to Consumers' shall be construed to mean 'services and/or products offered and/or provided to Consumers
- 2.2.7. 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;
- 2.2.8. 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. Licensees shall act transparently in all dealings with Consumers regarding the service offered and/or provided by Licensees to Consumers.
- 3.2. Licensees shall take all reasonable steps to post charges to a Subscriber's account in a timely manner.
- 3.3. Licensees are encouraged to promote awareness and generally assist their Subscribers to get the best from the telecommunications services and products being provided.
- 3.4. Notwithstanding the generality of 3.3, the TRA may, from time to time, require Licensees to promote awareness in Subscribers on certain matters as specified and justified by the TRA at that time.
- 3.5. Except when specifically approved by the TRA or objectively justified otherwise, Licensees shall implement technology neutral and geographically neutral Prices so that for any given Service, Consumers shall not be unduly disadvantaged by their geographical location. This means that any given Licensee supplied service will have a uniform Price throughout the UAE, and in the event that the same service can be supplied using various technologies the Price will remain uniform regardless of the technology used to deliver that service.
- 3.6. A finding of a breach of the provisions of these Regulations does not preclude the TRA 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 TRA nor from taking enforcement action pursuant to that provision also.

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- 3.7. The TRA, where it considers it reasonable, may during the investigation of a complaint for an alleged breach of Article 22 of these Regulations, issue Temporary Instructions to any Licensee concerning the activities under investigation. Such Temporary Instructions may include the obligation to desist temporarily in repeating the particular Advertisement, or to take, or refrain from taking, any steps that the TRA considers appropriate under the circumstances. In deciding whether to issue Temporary Instructions, the TRA 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 TRA may specify. Breach of the Temporary Instructions shall constitute a breach of these Regulations.
- 3.8. The TRA, 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. Provision of Information to Consumers

- 4.1. Where these Regulations obligate Licensees to provide written information to Consumers, unless a contrary intention is expressed for specific provisions, such written information shall comply with the following:
- 4.1.1. the information 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.
- 4.1.2. the information shall be provided in both hard and electronic form.
- 4.2. 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:
- 4.2.1. For Telecommunications Services and/or Additional 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 4.1.1;
 - (c) be sent by SMS and any other form of electronic communication, as may be specified by the Subscriber;

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- (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.
- 4.2.2. Subject to the provisions of 4.2.3, 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 4.1.1;
 - (c) be sent by SMS and any other form of electronic communication, as may be specified by the Subscriber;
 - (d) be sent right after subscription to, or purchase of, the Partner supplied service; and
 - (e) to the extent possible, 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.
- 4.2.3. 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 4.2.2, the PSCM shall:
- (a) be provided by the Licensee;
 - (b) be in writing and in accordance with the provisions of sub-article 4.1.1;
 - (c) be sent by SMS and any other form of electronic communication, as may be specified 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) to the extent possible, 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

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may be used by the Subscriber to cancel the subscription/purchase.

Pre-Contract Information

- 4.3. Licensees shall, during the pre-contract stage and prior to providing any service, take all reasonable steps to provide the Consumer with written information to advise the Consumer of the following, as applicable to the service in question:
- 4.3.1. 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;
 - 4.3.2. 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;
 - 4.3.3. details of how voice units (bundled and non-bundled units) are metered;
 - 4.3.4. details of how data sessions are metered and deducted from data bundles;
 - 4.3.5. details of any discounts and special terms that may apply to the provision of the service and the period or periods during which any such discounts apply, and if applicable the terms that will apply on expiry of such discounts and special terms;
 - 4.3.6. 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;
 - 4.3.7. details of any exit charges;
 - 4.3.8. any charges which may be applicable in case a prepaid account falls below a specified minimum balance level and is not recharged with sufficient funds;
 - 4.3.9. any refund of unused credit (remaining balance) or advance payments (i.e. security deposits) or other arrangements for which the Consumer is eligible in the event of non-renewal of prepaid account, cancellation of service, disconnection of service, subscription transfer or Licensee’s discontinuation of a service etc.;

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- 4.3.10. any compensation, refund or other arrangements which may apply if the Licensees' commitments (e.g., quality of service) are not met;
- 4.3.11. any other applicable conditions or restrictions;
- 4.3.12. 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; and
- 4.3.13. the rights of the Consumer which may arise under Article 11 in the event of a price increase, and if applicable the rights of the Consumer which may arise under Article 7.

Post-Contract Information

- 4.4. Notwithstanding the provisions of Article 5, Licensees shall assist Subscribers to understand the key points of the product or service sold to the Subscriber. To that end, Licensees shall provide the 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, where applicable:
 - 4.4.1. the term (duration) of the contract;
 - 4.4.2. the fees payable and the frequency of the payment;
 - 4.4.3. details of any discounts applied and the period for which such discounts apply;
 - 4.4.4. limitations of any bundled allowances, and out-of-bundle rates;
 - 4.4.5. any restrictions specifically applied by the Licensee including but not limited to volume restrictions, and speed restrictions applied to data download and upload speeds;
 - 4.4.6. any imposed fair use policy; and
 - 4.4.7. early termination fees.

5. Provision of Subscriber Contracts

- 5.1. Licensees shall provide new Subscribers with a written contract, and the contract shall clearly and unambiguously express 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 5.1 do not exclude the possibility of the Licensee incorporating published documents such as terms and

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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.

- 5.2. Subscriber contracts shall contain an introduction which clearly summarises the key terms and conditions as described in sub-article 4.4.
- 5.3. At a minimum, the contract shall include² terms that clearly state the following:
 - 5.3.1. the commencement date of the contract;
 - 5.3.2. the minimum term (duration) of the contract, if applicable;
 - 5.3.3. the terms and conditions relating to the delivery and/or activation of the service;
 - 5.3.4. the Subscriber's obligations under the contract and the consequences arising from a breach of those obligations by the Subscriber;
 - 5.3.5. 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;
 - 5.3.6. 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;
 - 5.3.7. 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;
 - 5.3.8. any requirement, including the form and timing, for the Subscriber to give notice to the Licensee if the Subscriber elects to terminate the contract;
 - 5.3.9. the terms and conditions for disconnection of the service by the Licensee;

² In this context "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.

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- 5.3.10. the terms and conditions relating to reconnection of a disconnected service including any associated fees that would become payable;
 - 5.3.11. the terms and conditions associated with the renewal of the contract, if applicable;
 - 5.3.12. the relevant billing timeframes and cycles and payment methods;
 - 5.3.13. the terms and conditions relating to situations such as planned and unplanned outages;
 - 5.3.14. 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;
 - 5.3.15. the method or methods by which a Subscriber can obtain or access a copy of any amended or varied terms and conditions; and
 - 5.3.16. the contact details for the Licensee's customer service centre.
- 5.4. Licensees shall maintain a record of the Subscriber's consent to the contract terms and in the event of a dispute regarding the existence of consent, it shall be for Licensees to demonstrate with evidence that consent was properly obtained. In the absence of such evidence, there shall be a rebuttable presumption that the Subscriber did not provide such consent.
- 5.5. A copy of the contract shall be provided to the Subscriber at the point of sale and at any other time, a copy of the contract shall always be provided to the Subscriber on the Subscriber's request.
- 5.6. The TRA may, acting reasonably, require a Licensee to amend its Subscriber contracts to the extent that:
- 5.6.1. such contracts do not comply with the Regulatory Framework;
 - 5.6.2. the amendments required by the TRA are for the sole purpose of securing compliance with the Regulatory Framework; and
 - 5.6.3. 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 jurisdictional laws governing the contracts.
- 5.7. The TRA will objectively justify any such requirements referenced in sub-article 5.6 and its further sub-articles on a case-by-case basis if and when the need arises.

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6. Contract Exit Charges

6.1. In circumstances where a Licensee's contract for Telecommunications Services is for a fixed term, or includes provisions which specify a minimum term, and obligate the Subscriber to pay an exit charge if the Subscriber exits the contract during that fixed term or minimum term as the case may be, the exit charge shall not exceed the relevant amount calculated as follows:

6.1.1. for residential consumers³, an amount of AED 1,000 or an amount equal to 1 x MRC⁴, whichever amount is the lower; or

6.1.2. for business consumers⁵, 1 x MRC per line.

6.2. The limits contained in 6.1 above, shall be applied regardless of the point during the fixed term or the minimum term as the case may be, at which the Subscriber exits the contract.

6.3. In circumstances where a Licensee bundles a device, or devices, with a telecommunications service, and supplies that bundle pursuant to a contract of the type described in in 6.1, the contract exit charge shall not exceed an amount determined in accordance with the following formula:

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

Where:

- Bf = the basic exit charge (calculated in accordance with 6.1.1 or 6.1.2 as appropriate);
- Rp = the retail price of the device(s);
- Ct = the number of months in the minimum term of the contract; and
- T = the number of months the subscriber has served in the contract.

6.4. The provisions of 6.1 to 6.3 shall not apply to the following types of contracts:

6.4.1. contracts for 'company owned company paid' (COCP) connections where the number of COCP connections supplied in the contract exceeds 100;

³ 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.

⁴ In this context, the term 'MRC' means the basic monthly recurring charge and excludes any and all charges applied for 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.

⁵ In this context, the term 'business consumer' means a juridical person named in the contract with a Licensee.

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- 6.4.2. contracts for enterprise products aimed at large enterprise customers (i.e. juridical persons employing more than 1,500 employees in the UAE); or
- 6.4.3. other types of contracts as may be specified by the TRA from time to time.

7. Penalty-Free Service Cancellation Period

- 7.1. The provisions of sub-articles 7.3 to 7.5 inclusive, shall enter into force on the date which is three (3) months after the date on which these Regulations are issued.
- 7.2. The provisions of sub-articles 7.6 to 7.9 inclusive, shall enter into force on a date to be determined and announced by the TRA. Where such announcement shall be made in writing on a day which is at least three months prior to the date on which those sub-articles shall enter into force.
- 7.3. 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:
 - 7.3.1. the contract is entered into on or after the date specified in 7.1; and
 - 7.3.2. the contract includes at least one telecommunications service; and
 - 7.3.3. the contract is for a fixed term, or the contract specifies a minimum term⁶; and
 - 7.3.4. 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.
- 7.4. 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) days⁷.
- 7.5. A Subscriber may exit a Service-only Qualifying Contract without penalty in circumstances where all of the following conditions are fulfilled:
 - 7.5.1. 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

⁶ Sometimes referred to as a 'minimum commitment period'

⁷ 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.

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- telecommunications service as set out in the contract with the Subscriber; and
- 7.5.2. the non-compliance referred to in sub-article 7.5.1 is reported to the concerned Licensee during the Penalty-Free Service Cancellation Period; and
- 7.5.3. 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.
- 7.6. 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:
- 7.6.1. the contract is entered into on or after the effective date referred to in sub-article 7.2, and
- 7.6.2. the contract includes at least one telecommunications service; and
- 7.6.3. subject to the provisions of sub-article 7.7, a qualifying device is bundled with the telecommunications service(s); and
- 7.6.4. the contract is for a fixed term, or the contract specifies a minimum term; and
- 7.6.5. 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 fee⁸ related to the physical device; or
- (c) pay both (a) and (b) above.
- 7.7. In the context of this Article, the term '*qualifying device*' shall mean:
- 7.7.1. for fixed-line services, any of the following Licensee-supplied devices:
- (a) set-top boxes used for the reception of audio/visual content;

⁸ Including any up-front fees paid for the bespoke physical device

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- (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 TRA from time to time.
- 7.7.2. 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 TRA from time to time.
- 7.8. 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.
- 7.9. A Subscriber may exit a Qualifying Contract without penalty⁹ in circumstances where all of the following conditions are fulfilled:
- 7.9.1. 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
 - 7.9.2. the non-compliance referred to in sub-article 7.9.1 has been reported to the concerned Licensee during the Penalty-Free Service Cancellation Period; and
 - 7.9.3. 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; and

⁹ 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.

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7.9.4. 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.

8. Activating / Deactivating Telecommunication Services

8.1. Subject to the provisions of sub-article 8.2, 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. Subscribers shall not be deemed to have accepted an offer for service simply by failing to opt-out of the offer.

8.2. The provisions of sub-article 8.1 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:

8.2.1. consistent with the terms of the contract for that existing service;

8.2.2. unquestionably without prejudice to the Subscriber; or

8.2.3. unquestionably to the advantage of the Subscriber.

8.3. Licensees shall provide Subscribers with a PSCM to confirm the activation, deactivation, or migration of each service and/or feature as appropriate.

8.4. Licensees shall use reasonable efforts to offer Subscribers simple functionality to cancel or block any additional value-added services which are provided by default to Subscribers, upon subscription to main services, and which are ancillary to those main services, and which 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 8.4, in some cases a Subscriber may be required to manually configure their equipment or service to cancel or block a value-added service.

8.5. Subject to the provisions of sub-article 8.6, 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.

8.6. The Subscriber shall not be required to visit a Licensee's business centre in order to cancel/de-activate individual services or features except in objectively justified cases.

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- 8.7. 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 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.
- 8.8. Where 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 express permission of the Subscriber unless such upgrade is unquestionably without prejudice to the Subscriber or is unquestionably to the advantage of the Subscriber.
- 8.9. 'Exit interviews' may be conducted, provided that the Subscriber consents to the interview, and the interview takes place after service cancellation.
- 8.10. 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:
- 8.10.1. the Licensee has obtained the prior consent of the Subscriber to whom the telephone number was assigned immediately prior to it being deactivated; or
- 8.10.2. the Licensee has obtained the prior written consent of the TRA.
- 8.11. 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.

9. Price Transparency, and Service Consumption Monitoring

- 9.1. 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.
- 9.2. The provisions of 9.1 shall mean that Subscribers will be able to monitor:
- 9.2.1. 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

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- allowances for: bundled minutes; bundled data; and bundled messages, etc.;
- 9.2.2. 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;
- 9.2.3. 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
- 9.2.4. For pre-paid Subscribers, the remaining pre-paid balance(s).
- 9.3. Upon request, Licensees shall provide Subscribers with timely, accurate and up-to-date information about the prices, conditions and options relevant to those Subscribers.

10. Hard-Caps on Mobile Data

- 10.1. The provisions of sub-articles 10.2 to 10.8 inclusive shall enter into force on the date which is three (3) months after the date on which these Regulations are issued.

PAYG Data

- 10.2. As from the date specified in 10.1, Licensees shall impose a PAYG Hard Cap on the use of PAYG Data services by Subscribers;
- 10.3. The PAYG Hard Cap Limit will, by default, be set at AED 0 per day.
- 10.4. 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:
- 10.4.1. refresh his/her PAYG Hard Cap for that day as further explained in sub-article 10.5 or
- 10.4.2. 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.

- 10.5. 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

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Cap will allow that Subscriber to consume a further tranche of PAYG Data up to the next multiple of the PAYG Hard Cap Limit.

- 10.6. 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.
- 10.7. 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.
- 10.8. The provisions in sub-articles 10.1 to 10.7 inclusive shall not apply in the following cases:
 - 10.8.1. cases where business Subscribers¹⁰ use PAYG Data for the purposes of running M2M and/or IoT type applications; or
 - 10.8.2. other objectively justified cases as may be defined from time to time by the TRA.

Mobile Data Bundles

- 10.9. For all mobile data bundles¹¹, the Licensees shall apply a Hard Cap, where the Hard Cap is:
 - 10.9.1. applied free of charge to each Subscriber;
 - 10.9.2. 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
 - 10.9.3. subject to the provisions of 10.10, 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 question¹² during the Out-of-bundle Period.
- 10.10. Licensees may not supply additional data to a Subscriber, during the Out-of-bundle Period, unless the Subscriber in question:
 - 10.10.1. subscribes to another mobile data bundle;

¹⁰ Subscribers who are juridical Persons

¹¹ This includes all existing and new bundles

¹² 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.

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- 10.10.2. 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
- 10.10.3. specifically instructs the relevant licensee to remove the Hard Cap.
- 10.11. In circumstances where 10.10.1 applies, the Licensees shall ensure that the Subscriber is protected against making overlapping subscriptions that would lead to double charging.
- 10.12. In circumstances where 10.10.3 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.
- 10.13. The Subscriber shall not be charged for the mechanism by which the Subscriber selects any of the options available in 10.10.

11. Notification of Price Increases and Notification of Roaming Costs

- 11.1. 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.
- 11.2. Subject to the provisions of sub-article 11.3, 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 11.1 above, opt-out and terminate their contracts.
- 11.3. Licensees shall take all reasonable measures to provide the notice referred to in sub-article 11.2 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).
- 11.4. Subject to the provisions of sub-article 11.6, for mobile Subscribers on standard roaming tariffs, Licensees shall, where possible and practicable, provide a facility whereby the mobile Subscriber can be informed of the applicable retail roaming prices for originating a call and SMS to the UAE and for receiving a call and SMS from the UAE.

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- 11.5. Subject to the provisions of sub-article 11.6, for mobile Subscribers on standard roaming tariffs, Licensees shall, where possible and practicable, provide a facility whereby the mobile Subscriber can be informed of the applicable retail roaming prices for data roaming fees.
- 11.6. The facilities referred to in sub-article 11.4 and sub-article 11.5 above, 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.

12. Subscriber Invoices and Receipts

- 12.1. Licensees shall take all reasonable measures to provide Subscribers who are subscribed to post-paid services with accurate and transparent invoices. The invoice shall: be in writing and shall set out the details of the charges contained in the invoice, and the invoice shall be provided free of charge to the Subscriber.
- 12.2. Licensees shall take reasonable measures to create awareness of the Subscriber's right to receive invoices in paper form.
- 12.3. Subscriber invoices shall be provided at such intervals as is specified in the terms and conditions relating to the supply of the particular service.
- 12.4. As a minimum, Subscriber invoices shall contain the following information:
 - 12.4.1. The name and registered address of the Licensee issuing the invoice;
 - 12.4.2. The Subscriber's account number;
 - 12.4.3. The amount owing to the Licensee or, if applicable the amount owing to the Subscriber (credit balance);
 - 12.4.4. Itemised details showing how all charges and credits on the invoice have been calculated;
 - 12.4.5. The date by which payment is due to the Licensee;
 - 12.4.6. The method or methods by which payments can be made to the Licensee;
 - 12.4.7. Point of contact details for Subscribers wishing to make enquiries relating to the invoice and any charges therein.
- 12.5. A Licensee shall retain records of post-paid Subscriber's Invoices for a period of not less than two (2) years or for such longer period as may be mandated by any competent authority.

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12.6. To the extent possible, Licensees shall automatically¹³ provide Subscribers with a receipt for any payment submitted to the Licensee. Such receipts may be provided in appropriate electronic format to an address¹⁴ specified by the Subscriber and held on file by the Licensee.

13. Transparency in Fixed-Line Broadband Speeds

13.1. Subject to the provisions of sub-article 13.2, this Article 13 applies to all standard fixed-line broadband connections provided in the UAE, regardless of the technology used in the Access Line¹⁵ and regardless of whether such connection is provided as a standalone service, or as part of a bundle of services.

13.2. From the date which is calculated as being three (3) months after the date on which these Regulations are issued, 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 13.3, to support the speed claims made in such Advertisements.

13.3. 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 point¹⁶ for each variant of fixed-line broadband connection, and for each technology used in the Access Line.

13.4. The provisions of sub-articles 13.1 to 13.3 inclusive shall not apply to:

13.4.1. bespoke fixed-line broadband connections or packages that are configured specifically to meet the requirements of a particular customer; or

13.4.2. other objectively justified cases as may be approved by the TRA from time to time.

¹³ 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.

¹⁴In this context “address” means an email address or telephone number for SMS messages.

¹⁵ Access Line means the connection from the customer’s premises to the local exchange or access node.

¹⁶ The network termination point is the physical or logical point of demarcation between the Consumer’s premises and the Licensee’s fixed-line network.

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14. Activation and Deactivation of Additional Services

- 14.1. 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 14.
- 14.2. 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 is in compliance, and in particular that consent was obtained in accordance, with the relevant sub-articles herein.
- 14.3. To the extent feasible, Licensees shall 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.
- 14.4. To the extent feasible, following the deactivation of an Additional Service, the Subscriber shall be provided with a PSCM to confirm that the Additional Service has been deactivated.
- 14.5. The following conditions shall apply in circumstances where an Additional Service is purchased at a Licensee's business centre:
- 14.5.1. the Subscriber shall be physically present at the point of sale;
 - 14.5.2. the Licensee shall verify the identity of the Subscriber;
 - 14.5.3. the Licensee shall obtain the Subscriber's consent, by signature, to the terms and conditions for the Additional Service;
 - 14.5.4. the Subscriber shall be provided with a written copy of the terms and conditions for the Additional 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; and
 - 14.5.5. the Subscriber shall be provided with full details of how the Additional Service can be cancelled.
- 14.6. The following conditions shall apply in circumstances where an Additional Service is purchased via a telephone call to/from a Licensee's call centre:
- 14.6.1. 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;

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- 14.6.2. the Licensee shall provide the Subscriber with an explanation of the terms and conditions of the Additional Service prior to sale;
- 14.6.3. the Licensee shall record the Subscriber giving verbal consent to the terms and conditions for the Additional Service; and
- 14.6.4. the Licensee shall maintain a recording of the complete conversation for a period of not less than [6] months; and
- 14.6.5. 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, or if the Subscriber so requests, by physical mail.
- 14.7. The following conditions shall apply in circumstances where an Additional Service is purchased via interactive electronic communications (for example by SMS or USSD etc.) between a Consumer and a Licensee.
 - 14.7.1. the Licensee shall provide the principal terms and conditions of the Additional Service to the Consumer;
 - 14.7.2. 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
 - 14.7.3. 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, or if the Subscriber so requests, by physical mail.
- 14.8. The following conditions shall apply in circumstances where the purchase of an Additional Service is made via a TV remote control unit:
 - 14.8.1. 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.;

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- 14.8.2. it shall not be possible to purchase content by the entry of a default PIN; and
 - 14.8.3. as soon as is reasonably practicable after purchase, the Subscriber shall be provided with a PSCM.
- 14.9. 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:
- 14.9.1. the Consumer shall be informed of the principal terms and conditions of the Additional Service;
 - 14.9.2. for each purchase the Consumer shall be required to physically enter a one-time password (OTP) to confirm consent to the purchase of the Additional Service;
 - 14.9.3. Licensees shall maintain records to be able to demonstrate that the OTP 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 and that the OTP was entered during the purchase process.
 - 14.9.4. 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
 - 14.9.5. 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, or if the Subscriber so requests, by physical mail.

15. Fair Use Policies

- 15.1. Fair use policies (FUP) shall be designed to be fair and reasonable to both the Licensee and the Subscriber.
- 15.2. Licensees shall publish their fair use policies and take all reasonable steps to make them available to Consumers upon request. Prior to entering into a

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contract for a service which is subject to a fair use policy the Licensee shall inform the Consumer that the service is subject to a fair use policy and upon the Consumer's request take all reasonable steps to accurately explain the fair use policy.

- 15.3. 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. Pursuant to the provisions of 22.16 and 22.17 above, no service that is subject to a fair use policy shall be advertised as 'unlimited'¹⁷.

16. Disconnection Due to Non-Payments of Invoices

- 16.1. 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:
- 16.1.1. where-ever possible¹⁸, be preceded by an individual notice and appropriate warning to the Subscriber in advance of any resulting service interruption or disconnection and;
- 16.1.2. where-ever possible, confine any service interruption or disconnection to the services concerned as far as is technically feasible.
- 16.2. In the warning referred to in sub-article 16.1.1, Licensees shall specify the necessary Subscriber actions required to avoid non-payment disconnection and shall describe the resulting implications and consequences of not doing so.
- 16.3. Licensees shall attempt to limit service disconnection to the service(s) causing the disconnection. The Licensee shall not restrict the Subscriber's usage of basic, non-substitutable services unless that service is the cause of the disconnection. However, if the service is supplied as part of a bundled product, the Licensee may, at its discretion, disconnect the whole bundle. This article may be disregarded if an authorised official of a competent authority in the interest of public or national security requests the disconnection action.
- 16.4. Licensees shall provide Subscribers with continued accessibility to emergency numbers during the intermediate service interruption phases preceding the final service disconnection.

¹⁷ In this context the term "unlimited" shall be construed to mean 'unlimited and any synonyms, variations and derivatives of that term'

¹⁸ 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.

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17. Repair of Faults and Restoration of Service

- 17.1. 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.
- 17.2. 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 17.1.

18. Privacy of Subscriber Information

- 18.1. Licensees shall take all reasonable and appropriate measures to prevent the unauthorised disclosure or the un-authorised use of Subscriber Information.
- 18.2. Without prejudice to the generality of the provisions of sub-article 18.1, a Licensee may disclose Subscriber Information if such disclosure is:
- 18.2.1. permitted by law;
 - 18.2.2. expressly permitted by the Subscriber in question;
 - 18.2.3. expressly permitted by any provision in these Regulations or any other aspect of the Regulatory Framework;
 - 18.2.4. made in the course of the Licensee making a credit check with a reputable credit reporting agency;
 - 18.2.5. made in response to a lawful request by law enforcement agencies to assist in the investigation of criminal activity;
 - 18.2.6. 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
 - 18.2.7. made to the TRA in accordance with these Regulations.
- 18.3. 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.
- 18.4. 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

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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.

- 18.5. Licensees must obtain a Subscriber's prior consent¹⁹ 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.
- 18.6. 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.
- 18.7. Licensees shall not require Subscribers to provide any personal information related to any other person²⁰ 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.
- 18.8. 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.
- 18.9. 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.
- 18.10. The TRA may request any Licensee to provide the TRA with any Subscriber Information that is essential to enable the TRA to fulfil its duties. Any such request shall be made in writing and the Licensee to which the request is

¹⁹ 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.

²⁰ e.g.: the name and/or contact details of friends and family members.

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addressed shall take all reasonable measures to supply the requested Subscriber Information as directed by the TRA.

- 18.11. The TRA 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 TRA 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 TRA, acting reasonably, is not satisfied with the security arrangements at some particular premises, the TRA 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 TRA.

19. On-line Directory Information and Directory Enquiries

19.1. General

- 19.1.1. Unless specifically stated otherwise, the provisions of this Article 19 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. Subject to the provisions of Article 18, Licensees are not prevented, from printing other hardcopy or electronic (e.g. CD, DVD, or software application etc.) directories in whatever form they see fit.
- 19.1.2. Licensees assigning telephone numbers 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.
- 19.1.3. Licensees shall use all reasonable methods to ensure directory information is accurate and up-to-date.
- 19.1.4. The provisions of 19.1.2 regarding: directory information services; and directory enquiry services, shall become effective immediately.
- 19.1.5. 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.

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19.1.6. Nothing in these regulations prevent a Licensee from including third party advertisements or other value-added services in its on-line directory information 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.

19.2. Directory Information – natural persons

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

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

19.2.2. 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.

19.3. Directory Information – legal entities

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

- a) Name;
- b) P.O. Box and City; and
- c) Telephone number.

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

19.4. Directory Information – Charges for Publication

19.4.1. 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 19.2 or 19.3 as appropriate to the type of Subscriber in question and shall be provided without cost to the Subscriber.

19.4.2. Subject to the provisions of 19.1.5, Licensees may offer such enhanced directories as the Licensee sees fit. Such enhanced services could for instance include bold, boxed, or colour listings and

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may include addition 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.

19.5. On-line Directory

19.5.1. 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.

19.5.2. 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.

19.6. Directory Enquiry

19.6.1. 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.

19.6.2. 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.

20. Consumer Complaints and Consumer Disputes

20.1. Licensees shall establish and maintain procedures to handle Consumer Complaints and support the handling of Consumer Disputes by the TRA.

20.2. Licensees shall provide information to Consumers, which describe(s) how, when and where a Consumer Complaint may be filed. This information shall be easily obtainable by Consumers.

20.3. Licensees shall provide adequate provision to ensure that people with physical disabilities or other special needs are able to access the Licensee's complaint

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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.

- 20.4. Licensees shall provide Consumers with at least one method of registering Consumer Complaints free of charge to the Consumer.
- 20.5. Licensees shall reasonably assist any Consumer, so requesting, to formulate and to lodge a Consumer Complaint with the Licensee.
- 20.6. Licensees methods for lodging Consumer Complaints should not unduly deter Consumers from making a complaint to the Licensee.
- 20.7. Licensees shall advise Consumers when they make a complaint of the indicative time frame required for the Licensee to investigate and resolve the complaint.
- 20.8. Licensees shall acknowledge the receipt of each Consumer Complaint by providing the complainant with a reference number for the complaint. Such acknowledgement shall be provided immediately, in the case of complaints submitted by telephone or personal visit, and within five (5) business days in the case of a written complaint.
- 20.9. Conclusion of Consumer Complaints:
 - 20.9.1. Where possible, Licensees shall seek to resolve a Consumer Complaint on first contact.
 - 20.9.2. Generally, Licensees shall conclude Consumer Complaints within thirty (30) business days after receipt or as soon as practical in all circumstances.
 - 20.9.3. Licensees shall enable the complainant to make enquiries regarding the progress of the complainant's case.
 - 20.9.4. If the period for conclusion takes longer than thirty (30) business days, Licensees shall inform the complainant as to progress and the expected conclusion date.
 - 20.9.5. 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.
- 20.10. Consumer Complaint – Records and Reports
 - 20.10.1. Licensees shall maintain records of Consumer Complaints for a minimum period of two (2) years, or such other period as may be

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specified in the Licence, after the conclusion of individual Consumer Complaints.

- 20.10.2. Licensees shall submit monthly reporting data to the TRA in accordance with separate instructions issued by the TRA and amended from time to time.

20.11. Consumer Disputes

- 20.11.1. The TRA shall advise the Licensee of a Consumer Dispute and the Licensee shall respond to the TRA within three (3) business days of the TRA providing such advice to the Licensee.
- 20.11.2. During the course of the Licensee's handling of Consumer Complaints and/or the TRA's handling of Consumer Disputes, the TRA may direct a Licensee to restore a Consumer's service in whole or in part, or to implement any other remedy deemed reasonable and appropriate by the TRA.
- 20.11.3. 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.
- 20.11.4. At the conclusion of the TRA's handling of Consumer Dispute, the TRA may direct a Licensee to undertake any remedy deemed reasonable and appropriate by the TRA.
- 20.11.5. The TRA's Consumer Dispute procedures are set out in Annex 1 to these Regulations.

21. Audit of Billing Systems

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

22. Advertising

Persons subject to Article 22

- 22.1. Licensees shall take all reasonable measures to ensure compliance with this Article 22. This includes taking all reasonable measures to ensure compliance with this Article 22 by Advertising Partners, used to carry out any activity or activities which are subject to Article 22.

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Activities subject to Article 22

22.2. Article 22 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 TRA pursuant to the Telecommunications Law.

Overarching Obligations

22.3. All Persons subject to Article 22 must ensure that all Advertising shall:

- 22.3.1. be fair, truthful, honest and accurate, and shall not, by act or omission, directly or by implication, mislead, or deceive Consumers;
- 22.3.2. not exploit inexperience or credulity;
- 22.3.3. 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;
- 22.3.4. 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
- 22.3.5. comply with all applicable laws of the UAE.

22.4. When Persons subject to Article 22 are in doubt if something in an Advertisement will be in compliance with Article 22, they should err on the side of caution and ensure compliance.

Substantiation and Compliance

22.5. Licensees shall hold evidence (documentary, video, audio, etc) as may be necessary which they can produce on request by the TRA so as to prove to the TRA'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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Context of the Advertisement

22.6. In considering whether an Advertisement is compliant with any aspect of Article 22 the following shall be relevant considerations:

- 22.6.1. the context, nature and form of the Advertisement as a whole;
- 22.6.2. the details and nature of the product or service being Advertised;
- 22.6.3. the media used (e.g. TV, radio, printed matter) and its characteristics; and
- 22.6.4. the targeted audience including its characteristics, needs, level of technical expertise and vulnerability.

Children

- 22.6.5. 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

22.7. 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.

22.8. 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 TRA's Regulatory Framework.

22.9. 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.

22.10. 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.

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Broadband Speeds

22.11. Claims concerning fixed-line broadband download and upload speeds shall comply with the provisions of Article 13.

22.12. 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

22.13. 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.

22.14. The term “free”, shall not be used in any Advertising unless:

- 22.14.1. it is used in relation to an offer which involves no monetary obligation whatsoever; or
- 22.14.2. the only obligation is to pay shipping and/or handling charges and these charges do not exceed the reasonable retail price for the actual handling, transport or delivery of the product or service; or
- 22.14.3. it is used in conjunction with the purchase of a separate product or service, provided the price of the accompanying product or service has not been increased in concurrence with its inclusion in the offer.

22.15. The provisions of 22.14 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.

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22.16. The term “unlimited”²¹ shall not be used in any Advertising unless the service is provided without any limitation²² save for inherent limitations found in any network.

22.17. By no later than the date which is two (2) months after the date on which these Regulations enter into force Licensees shall remove all Advertisements that use the term “unlimited” unless the Advertisement in question relates to a service that this supplied without limitation in compliance with 22.16 above.

Comparative Advertising and Denigration

22.18. Comparative Advertisements are permissible, so long as these comply with these Regulations. In addition, Comparative Advertisements shall:

22.18.1. not unfairly criticise, discredit, or denigrate other Licensees or their services, products, trademarks, trade names or other distinguishing marks;

22.18.2. refrain from judgments and opinions about the other Licensees or their products or services;

22.18.3. rely solely on objective statements and facts that can be clearly substantiated, and which are not been unfairly selected or presented;

22.18.4. address either comparable offers or comparable services.

22.19. 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.

22.20. If a Comparative Advertisement compares prices with different charging mechanisms, the difference shall be clearly explained in all materials featuring the comparison.

22.21. Advertisers should always exercise the utmost care when using Comparative Advertising.

Imitation and Identity

22.22. No Advertising shall so closely resemble an Advertisement previously issued by another Licensee in respect to the general layout, text, slogan, visual appearance

²¹ In this context the term “unlimited” shall be construed to mean ‘unlimited and any synonyms, variations and derivatives of that term’

²² Not limited or restricted in any way including but not limited to restrictions in terms of number, quantity, speed, or extent, or quality, etc.

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or audio characteristics that the resemblance will, or be likely to, mislead, confuse or deceive consumers.

22.23. 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

22.24. 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.

22.25. 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

22.26. 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 22.27:

22.27. Advertisements displaying a Premium Charge Number shall:

22.27.1. clearly state the call/messaging charges (inclusive of all taxes, if any); and

22.27.2. 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

22.28. 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:

22.28.1. be communicated in a manner that is clear and readily understandable by the intended audience;

22.28.2. not create confusion between “gifts” and “prizes”;

22.28.3. 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,

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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;

22.28.4. be demonstrably fair and participation shall not be impeded by, for example, including complex rules or applying unreasonable conditions to participation or collecting prizes;

22.28.5. fully comply with all applicable laws and regulations of the UAE.

23. Publication of Regulations

23.1. The TRA shall publish these Regulations in full on its website.

24. Final Provisions and Effective date

24.1. Unless a contrary intention is specifically stated for specific provisions contained herein, these Regulations enter into force on the day on which they are issued.

24.2. The following instruments are hereby repealed:

24.2.1. The Mandatory Instructions regarding Subscriptions to Third Party Applications (MI) issued on 1 February 2017;

24.2.2. The Extended Mandatory Instructions regarding Subscriptions to Third Party Applications (EMI) issued on 30 April 2017;

24.2.3. Directive No. 1 of 2016 regarding Mandated Automatic Application of Hard Cap Limits on all Mobile Data Bundles.

24.2.4. The instruments: TRA/RA/18/1616, TRA/RA/18/1638, TRA/RA/18/1639, and TRA/RA/18/1640 as issued individually to Licensees on 15 October 2018 regarding contract exit fees.

24.2.5. The instruments: TRA/RA/17/1814 and TRA/RA/17/1815, as issued individually to Licensees on 23 October 2017 and the instruments: TRA/RA/17/1955 and TRA/RA/17/1956, as issued individually to Licensees on 5 December 2017 regarding use of the term “unlimited” in Advertisements.