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## Regulatory Policy

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### Unsolicited Electronic Communications

### Version 1.1

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Telecommunications & Digital Government Regulatory Authority (TDRA)  
PO Box Box 26662, Abu Dhabi, United Arab Emirates  
[www.tdra.gov.ae](http://www.tdra.gov.ae)

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## 1. Definitions

The terms, words, and phrases used in this Policy shall have the same meaning as are ascribed to them in the Telecommunications Law unless the context provides for or requires otherwise.

- 1.1 Telecommunications Law:** means Federal Law by Decree No. (3) of 2003 on the Regulation of the Telecommunications Sector, as amended;
- 1.2 Electronic Communications:** means the communications conveyed by means of a Telecommunications Network to an Electronic Address;
- 1.3 Electronic Address:** means a number or alphanumeric string by which a Recipient of an Electronic Communication can be identified and contacted on a particular type of Telecommunications Network;
- 1.4 Address List:** means a list containing one or more Electronic Addresses;
- 1.5 Address-Harvesting:** means the collecting, capturing, and compiling of Electronic Addresses by means of software, tools, techniques or other methods of generating addresses;
- 1.6 UAE Link:** means, with respect to an Electronic Communication, where:
- 1.6.1** the Electronic Communication originates in the UAE;
  - 1.6.2** the Electronic Communication originates from an individual or company physically located in the UAE;
  - 1.6.3** the device used to access the Electronic Communication is located in the UAE; or
  - 1.6.4** the Recipient of the Electronic Communication is physically present in the UAE.
- 1.7 Mobile Text Messages/Messaging:** a form of Electronic Communications and mean messages transmitted between mobile telephone devices over a Public Telecommunications Network, including but not limited to messages sent using a Short Message Service (SMS) or a Multimedia Messaging Service (MMS);
- 1.8 Marketing Text Messages (Telemarketing):** a type of Mobile Text Messages sent for any of the following purposes:
- 1.8.1** Providing goods, services or business opportunities.
  - 1.8.2** Advertising goods, services or business opportunities.
  - 1.8.3** Soliciting donations by charities.
  - 1.8.4** Other purposes determined by TDRA.

- 1.9 Licensee's Own Marketing Text Messages:** are Marketing Text Messages sent by a licensee to a Mobile Customer for marketing services provided by that licensee or its affiliate;
- 1.10 Unsolicited Electronic Communications (Spam):** means Marketing Electronic Communications sent to a Recipient without obtaining that Recipient's Consent;
- 1.11 Mobile Customer** is a subscriber to whom a licensee provides mobile telecommunications services;
- 1.12 Messaging Service Subscriber** is a subscriber to whom a licensee provides text messaging services;
- 1.13 Messaging Service Contract:** a contract entered into by a licensee with a Messaging Service Subscriber for the provision of text messaging services;
- 1.14 Consent:** means the consent or approval of a recipient to receive Marketing Text Messages, as stated by this Regulatory Policy;
- 1.15 Mobile Customer Consent Request** means any form of communication from a relevant sender (a licensee or a Messaging Service Subscriber) requesting the permission of a Mobile Customer to receive Marketing Text Messages;
- 1.16 Subscribe:** means the option available to a Mobile Customer to express their Consent to receive Marketing Text Messages;
- 1.17 Opt-in Procedure:** means the process under which Consent is obtained specifically from the Mobile Customer, and in case they do not express their Consent, then they shall be deemed to have not agreed to receive Marketing Text Messages from the relevant sender (a licensee or a Messaging Service Subscriber);
- 1.18 Unsubscribe:** means the option available to a Mobile Customer, who already expressed their wish to receive Marketing Text Messages, to otherwise express their wish to not receive Marketing Text Messages;

- 1.19 Opt-out Procedure:** means the process under which a subscription is canceled effectively and free of charge;
- 1.20 Subscribe Notification:** means a notification by a Mobile Customer to a licensee that the Mobile Customer wishes to Subscribe;
- 1.21 Unsubscribe Notification:** means a notification by a Mobile Customer to a licensee that the Mobile Customer wishes to Unsubscribe;
- 1.22 Receiving Marketing Text Messages:** the stage where a licensee receives Marketing Text Messages from a Messaging Service Subscriber in order to send them to a Mobile Customer;
- 1.23 Delivering Marketing Text Messages:** the stage that follows a licensee's receipt of Marketing Text Messages from a Messaging Service Subscriber whereby the licensee delivers Marketing Text Messages to the concerned Mobile Customer over their networks;
- 1.24 Charities:** non-profit entities that are registered or licensed in the country, and work on collecting or receiving donations with the aim of providing material or in-kind assistance.

## 2. Legal References

- 2.1** Article 13(1) of the Telecommunications Law grants TDRA the authority to exercise its functions and powers to "ensure that Telecommunications Services provided throughout the UAE, are sufficient to satisfy the public demands of those who wish to make use of such services".
- 2.2** Article 14(3) of the Telecommunications Law grants TDRA the authority to issue policies with respect to "the conditions and level of services provided licensees to subscribers, universal service and emergency services, including the standards and quality of services provided, terms of service provision, subscriber complaint and dispute resolution, provision of information to subscribers, use of subscriber information and the rendering of bills to subscribers."

### 3. Policy Scope

- 3.1 This Regulatory Policy applies to all text messages with a UAE Link.
- 3.2 This Regulatory Policy sets out in general terms the rules which will apply to Unsolicited Electronic Communications having a UAE Link. TDRA may from time to time, publish rules on the implementation of this Policy in specific circumstances.
- 3.3 Licensees shall be in full compliance with this Regulatory Policy.

### 4. Purpose

The purpose of this Regulatory Policy is to minimize the transmission of Unsolicited Electronic Communications having a UAE Link in order to:

- 4.1 promote secure and trusted Information and Communication Technologies (ICTs) in the UAE;
- 4.2 promote effective use of ICTs to bring about a good and healthy business environment in the UAE;
- 4.3 create a safer communications environment.

### 5. Consent Principles

- 5.1 Licensees shall comply with the Consent principles set out in this section as applicable.
- 5.2 Licensees shall ensure that the following Consent principles are reflected in any agreement connected with the provision of Marketing Text Messages which they conclude with Mobile Customers.
- 5.3 All forms of Consents are acceptable as so long as the Consent can be stored and presented in tangible form when required by TDRA.
- 5.4 Licensees shall not withhold or otherwise refuse to provide a service based on a Customer's failure to give Consent as required under this Regulatory Policy.
- 5.5 The process of obtaining Consent shall be clear and transparent.
- 5.6 The record of a Consent which is required to be retained by a licensee shall include the date, time, words or other content by which the Customer indicates their Consent and identity. The record of a Consent shall also include fixed line or mobile telephone numbers in case the Consent was received through a

- fixed line or mobile phone. Where the Consent is in writing, the record of that Consent shall include the Customer's signature.
- 5.7** Records of Consents shall be retained for the period during which Marketing Text Messages are sent to the Mobile Customer.
  - 5.8** A means by which a Mobile Customer may initiate an Opt-out Procedure shall be provided for in all Marketing Text Messages.
  - 5.9** Text messages may not be used for the purpose of persuading a Customer not to use an Opt-out Procedure or to Unsubscribe or Subscribe.
  - 5.10** The option for a Mobile Customer to Subscribe or Unsubscribe shall be made available without charge.
  - 5.11** Licensees shall implement measures preventing the misuse of Subscribe and Unsubscribe options provided that such measures shall be approved by TDR prior to implementation.

## **6. Policy**

- 6.1** Licensees shall be under a full obligation to put in place all practical measures to minimize the transmission of Spam having a UAE Link across their Telecommunications Networks.
- 6.2** Licensees will fail to comply with their obligations contained in this Regulatory Policy if they are aware of Spam having a UAE Link is being sent to or from a particular Electronic Address and they do not take all practical means to end the transmission of that Spam.
- 6.3** Licensees shall take appropriate measures to educate and raise awareness of their Customers in relation to this Regulatory Policy.
- 6.4** Licensees shall not sell, supply, use, share, or allow access or right of use to any tools, software, hardware or mechanisms that facilitate Address-Harvesting and the generation of Electronic Addresses.
- 6.5** TDR may, at its discretion, request additional information from licensees in relation to Spam having a UAE Link, which may include, among other matters, figures and periodical reports on practical measures taken to minimize or prevent the transmission of Spam.

## **7. Mobile Customers**



- 7.1** All of the following Opt-in Procedures shall apply to all Mobile Customers.
- 7.2** Licensees shall not communicate their Own Marketing Text Messages or that of a Messaging Service Subscriber to a Mobile Customer unless the Opt-in Procedure was initiated by that Mobile Customer and after fulfilling Article 8.2 of this Regulatory Policy.
- 7.3** The following shall apply to any Licensee wishing to send Own Marketing Text Messages to a Mobile Customer:
- 7.3.1 A Licensee shall send a Mobile Customer Consent Request to the relevant Mobile Customer.
- 7.3.2 The Mobile Customer Consent Request shall clearly state that the Licensee has requested Consent from the Mobile Customer in order to send Licensee's Own Marketing Text Messages.
- 7.3.3 The Mobile Customer Consent Request may use such terms as "promotions", "offers" and "discounts", provided that they do not mislead the relevant Mobile Customer.
- 7.3.4 The Mobile Customer Consent Request shall be made by Mobile Text Messaging or by any other means other than by way of voice calls, whether fixed or mobile.
- 7.4** When, pursuant to Article 7.3.4, a Mobile Customer Consent Request is made by Mobile Text Messaging, the following shall apply:
- 7.4.1 The Mobile Customer Consent Request may only be sent to the Mobile Customer once.
- 7.4.2 If no response to the Mobile Customer Consent Request has been received from the Mobile Customer within one month of sending the request, the Licensee is permitted to send a another Mobile Customer Consent Request.
- 7.4.3 If, following the sending of a second Mobile Customer Consent Request, no response is received from the Mobile Customer within one month of sending, the Mobile Customer shall be deemed to have decided not to give permission to the Licensee to send Own Marketing Text Messages.
- 7.4.4 The Licensees shall not be permitted to send any further Mobile Customer Consent Requests after the second Mobile Customer Consent Request.

## **8. Other Obligations**

- 8.1** Licensees shall be responsible for Delivering Marketing Text Messages, whether of Licensee's Own Marketing Text Messages or those of a Messaging Service Subscriber, to a Mobile Customer.
- 8.2** The licensee shall adhere to the following terms of Delivering Marketing Text Messages prior to delivering any Marketing Text Message to Mobile Customers:
- 8.2.1 For Licensee's Own Marketing Text Messages, the licensee shall obtain the Mobile Customer Consent to receive Marketing Text Messages from the licensee.
- 8.2.2 For Marketing Text Messages of a Messaging Service Subscriber, the licensee shall obtain the Mobile Customer Consent to receive Marketing Text Messages from the Messaging Service Subscriber.
- 8.2.3 The licensee shall verify the Mobile Customer Consent and confirm that there is no block request from a Mobile Customer prior to sending any Marketing Text Message to that customer, whether by a licensee or a Messaging Service Subscriber.
- 8.2.4 Retain all evidence (that can be recorded and tangibly presented) demonstrating a Mobile Customer Consent to receive Marketing Text Messages by a licensee or a Messaging Service Subscriber.
- 8.2.5 No Marketing Text Message may be delivered to a Mobile Customer by a licensee or a Messaging Service Subscriber unless items (8.2.1, 8.2.2, 8.2.3, 8.2.4) are met.
- 8.3** Licensees shall not send Own Marketing Text Messages or those of a Messaging Service Subscriber to Mobile Customers between 9:00 p.m. and 7:00 a.m.
- 8.4** Licensees may not use Mobile Text Messaging to send Marketing Text Messages to Mobile Customers to directly or indirectly urge them to call, send short messages or other Electronic Communications to a premium rate number.
- 8.5** The Licensees shall provide Mobile Customers with information and resources to help them minimize the level and impact of Mobile Spam. These shall include:
- 8.5.1 the provision of information on the Licensee's Mobile Spam policies and programs;
- 8.5.2 advice on how to handle incidents of suspected Mobile Spam through their respective customer service contacts, set out in print or on their respective websites; and
- 8.5.3 the provision of Mobile Spam reporting facilities, including for example, through their respective customer service contacts, websites or by forwarding suspected Mobile Spam to licensees via a "short code".

- 8.6** Licensees should develop a mechanism to verify a Mobile Customer Consent in the event of receiving a report of suspected Mobile Spam.
- 8.7** Licensees shall provide message handling and message classifications features for Mobile Text Messages being sent.
- 8.8** Licensees shall specially classify Marketing Text Messages in their systems where the name of the sender of Marketing Text Messages sent to a Mobile Customer must include the code (AD-XXXX) followed by the name of the Marketing Text Message sender.
- 8.9** Licensees shall additionally classify Marketing Text Messages and label them according to the type of advertising material, with the classification to include at least the Marketing Text Messages of the following, provided that they are pre-approved by TDRA:
- 8.9.1 Banking Services
  - 8.9.2 Real Estate Services
  - 8.9.3 Health Services
  - 8.9.4 Educational Services
  - 8.9.5 Retail Services
  - 8.9.6 Tourism Services
  - 8.9.7 Charity Services
- Licensees shall provide a service to block and prevent Marketing Text Messages by type of advertising material based on item 8.9.
- 8.10** Licensees shall allow their Mobile Customers to accept or reject certain type of Mobile Text Messages (including for example Marketing Text Messages and anonymous messages) through functions accessed on their mobile handsets' features.
- 8.11** Licensees shall develop and implement a mechanism for numbers that have been recycled or of which the subscription customer has been changed where event records and approvals that do not belong to that customer are canceled and as such is considered a new customer.

## **9. Messaging Services Customers**

- 9.1** Licensees shall ensure that all the requirements set out in this Regulatory Policy are reflected in the terms and conditions of their Messaging Service Contracts, as well as in existing and approved policies.
- 9.2** Without prejudice to Article 9.1 above, the Licensees shall include the following provisions in all Messaging Service Contracts:
- 9.2.1 A Messaging Service Subscriber shall not initiate, send, or facilitate sending Mobile Spam.

- 9.2.2 Consent shall be sought from Mobile Customers in accordance with the provisions of this Regulatory Policy before any Marketing Text Messages are sent by a Messaging Service Subscriber.
- 9.2.3 Effective Unsubscribe facilities shall be made available to Mobile Customers in accordance with the provisions of this Regulatory Policy.
- 9.2.4 Marketing Text Messages may not be sent to Mobile Customers between 9:00 PM and 7:00 AM.
- 9.2.5 A Messaging Service Subscriber shall not initiate a Mobile Customer Consent request using Mobile Text Messages or voice calls.
- 9.2.6 Mobile Text Messaging shall not be used to send Marketing Text Messages to Mobile Customers to directly or indirectly urge them to call, send short messages or other Electronic Communications to a premium rate number.
- 9.2.7 A Messaging Service Subscriber shall specify the type of Mobile Marketing Text Messages they wish to send to a Mobile Customer in coordination with the licensee.
- 9.2.8 All Messaging Service Contracts of licensees shall incorporate this Regulatory Policy as items/clauses. It shall be considered contrary to these contracts if a Messaging Service Subscriber violates any applicable provision of this Regulatory Policy. Said contracts shall provide that such violation will give rise to appropriate penalties or liquidated damages, as appropriate, and contract suspension and termination.

## 10. Records

- 10.1** For the entirety of time during which Licensee's Own Marketing Text Messages and those of a Messaging Service Subscriber were being sent to Mobile Customers, and for two years after the last of such communication, the licensee shall keep records of:
- 10.1.1 Content received in response to Mobile Customer Consent Requests; and
- 10.1.2 Subscribe Notifications.

- 10.2** For the entire period of a Mobile Customer subscription, the licensee shall keep records of:
- 10.2.1 Opt-out Procedure.
  - 10.2.2 Unsubscribe Notifications.
- 10.3** If TDRA requests from a licensee evidence of a Mobile Customer Consent to receive Marketing Text Messages from a licensee or a Messaging Service Subscriber, the licensee shall provide TDRA with such evidence within three working days of such request.

## **11. Monitoring and Protection Obligations**

- 11.1** Licensees shall monitor their networks for signs of Mobile Spam and take immediate practical actions to eliminate such Spam.
- 11.2** Licensees shall provide practical protections for their Mobile Customers from Mobile Spam and shall provide measures and mechanisms to ensure the same.

## **12. Penalties and Violations**

- 12.1** Licensees shall develop and implement a mechanism to deal with cases of non-compliance with an existing Mobile Customer Consent by a Messaging Service Subscriber.
- 12.2** Should a Licensee fail to render Mobile Customer Consent upon request under Article 10.3, that Licensee shall be deemed in violation of Article 10.1 of this policy.
- 12.3** As per clause 9.2.8, in the event that a Messaging Service Subscriber violates an item of Article 9 with respect to their obligations, the service shall be completely suspended for the violating Messaging Service Subscriber, and a violation report shall be provided to TDRA along with the action taken against the violation.

## **13. Exemption of the Government**

This policy shall not apply to any Mobile Marketing Text Message sent by any government entity except for Charities or any other entity specified by TDRA as required. It shall also not apply to any licensee with respect to the transmission of these Mobile Marketing Text Messages.

## **14. Implementation and Review**

TDRA will continually monitor the implementation of and compliance with this Regulatory Policy and may require information and reports which shall be submitted by the licensee upon request.

## **15. Effective Date**

This policy shall be effective as of the date of its issuance and shall be published in the Official Gazette.