
Regulatory Policy

MOBILE SPAM POLICY

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General Authority for Regulating the Telecommunications Sector

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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 this Policy expressly provides for otherwise, or the context in which those terms, words and phrases are used in this Policy requires otherwise.

- 1.1 Telecommunications Law:** means the Federal Law by Decree No 3 of 2003 Regarding the Organisation 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 comprising one or more Electronic Address;
- 1.5 Address-Harvesting:** means the collecting and capturing of an Electronic Address by means of software, tools, technologies or other methods of generating an Electronic Address;
- 1.6 UAE Link:** means, with respect to Mobile Text Message,

where:

- 1.6.1. the Mobile Text Message that originates in the UAE;
- 1.6.2. the Mobile Text Message that originates from an individual or company physically located in the UAE;
- 1.6.3. the device used to access the Mobile Text Message that is located in the UAE; or
- 1.6.4. the recipient of the Mobile Text Message that is physically present in the UAE;

1.7 Mobile Text Message:

Means a form of Electronic Communications 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:

means a form of Mobile Text Message sent with the following purposes:

- 1.8.1. offering to supply goods, services or business opportunity;

- 1.8.2. advertising or promoting goods, services or business opportunities; or
- 1.8.3. any other purpose designated by the TRA;

1.9 Licensee’s Own Marketing Text Messages: means Marketing Text Messages sent by a Licensee to the Mobile Subscriber for the purpose of the marketing services extended by such Licensee or any affiliated company thereto;

1.10 Mobile Spam: means the Marketing Text Messages sent to a recipient without obtaining the recipient’s Consent;

1.11 Mobile Subscriber: means a Subscriber to whom the mobile telecommunications services are extended by the Licensee;

1.12 Messaging Service Subscriber: means a Subscriber to whom Messaging Service is extended by the Licensee for the purpose of sending it to the Mobile Subscriber;

1.13 Messaging Services Contract: means a contract entered into by a Licensee with a Messaging Service Subscriber to provide Messaging Services;

1.14 Consent: means the consent or approval by a recipient to receive Marketing Text Messages, as

required by this Regulatory Policy;

1.15 Mobile Subscriber Consent Request: means any form of communication from a the relative sender (Licensee or Messaging Service Subscriber) requesting the permission of a Mobile Subscriber to receive Marketing Text Messages;

1.16 Subscribe: means the option for a Mobile Subscriber to express Consent to receive Marketing Text Messages;

1.17 Opt-in Procedure: means the process under which Consent must be specifically obtained from a Mobile Subscriber, and if the Mobile Subscriber does not give that Consent, then the Mobile Subscriber shall be deemed to have not to have given permission to receive Marketing Text Messages from the relevant sender (Licensee or Messaging Service Subscriber);

1.18 Unsubscribe: means the option for a Mobile Subscriber who has previously indicated that the Mobile Subscriber does want to receive Marketing Text Messages, to indicate instead that the Mobile Subscriber does not want to receive Marketing Text Messages;

1.19 Opt-out Procedure: means the process under which Subscribe is

- cancelled effectively and free of charge;
- 1.20 Subscribe Notification:** means a notification by a Mobile Subscriber to a Licensee that the Mobile Subscriber wishes to Subscribe;
- 1.21 Unsubscribe Notification:** means a notification by a Mobile Subscriber to a Licensee that the Mobile Subscribers wishes to Unsubscribe;
- 1.22 Receipt of Marketing Text Messages:** means the stage of receipt by the Licensee of the Marketing Text Messages from the Messaging Service Subscriber with a view to forwarding it to the Mobile Subscriber; and
- 1.23 Delivery of Marketing Text Messages:** means the stage that follows the Licensee's receipt of the Marketing Text Messages from the Messaging Service Subscriber whereby the Licensee delivers the Marketing Text Messages to the relative Mobile Subscriber through the Licensee's own telecommunications networks.

2. Legal References

- 2.1 Article 13 (1) of the Telecommunications Law grants the General Authority for Regulating the Telecommunications Sector the authority to exercise its functions and powers to “ensure that the Telecommunication Services provided throughout the State, 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 the General Authority for Regulating the Telecommunications Sector the authority to issue policies with respect to “the terms and level of services provided by the Licensees to subscribers, comprehensive services and urgent services, including the standards and quality of service provided, the terms and conditions of supply of such services, the handling and resolution of subscriber complaints and disputes, the provision of information to subscribers, the use of subscriber information and the rendering of bills to subscribers”.

3. 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 Mobile Spam having a UAE Link. The TRA may from time to time, publish rules on the implementation of this Policy in specific circumstances.
- 3.3. The Licensee shall be in full compliance with the provisions of this Regulatory Policy.

4. Purpose

The purpose of this Regulatory Policy is to minimise the transmission of Mobile Spam having a UAE Link in order to:

- 4.1. promote secure and trusted information and communication technologies in the UAE;
- 4.2. promote effective use of information and communication technologies to bring about a good and healthy business environment in the UAE; and
- 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 the Mobile Subscribers.
- 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 the TRA.
- 5.4. Licensees shall not withhold or otherwise refuse to provide a service based on a Subscriber'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 Consent records which are required to be retained by a Licensee shall include the date, time, the words or other content by which the Mobile Subscriber indicates that Mobile Subscriber's consent.

The Consent records shall also include the Mobile Subscriber's fixed line or mobile telephone numbers in case the Consent was received through a fixed line or mobile telephone. Where the Consent is in writing, the record of that Consent shall include the Mobile Subscriber's signature.

- 5.7. The Consent records shall be retained for the entire period during which Marketing Text Messages are sent to the Mobile Subscriber.
- 5.8. A means by which a Mobile Subscriber may Unsubscribe shall be provided for in all Marketing Text Messages.
- 5.9. Text Messages may not be used for the purpose of persuading a Mobile Subscriber not to use an Opt-out or Opt-in Procedure.
- 5.10. The option for a Mobile Subscriber to Subscribe or Unsubscribe shall be offered without charge.
- 5.11. Licensees shall implement measures that prevent misuse of Subscribe and Unsubscribe options provided those measures are approved by the TRA prior to implementation.

6. The Policy

- 6.1. The Licensees shall be under a general obligation to put all practical measures in place to minimise the transmission of Mobile Spam having a UAE Link across their telecommunications networks.
- 6.2. The Licensees will fail to comply with their obligations contained in this Regulatory Policy if they are aware of Mobile Spam having an 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 Mobile Spam.

- 6.3. The Licensees shall take appropriate measures to educate and raise awareness of their Mobile Subscribers in relation to this Regulatory Policy.
- 6.4. Licensees shall not sell, supply, use, share, or knowingly 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. The TRA may, at its discretion, request additional information from the Licensees in relation to Mobile Spam having a UAE Link, which may include among other matters, statistics, and periodical reports on practical measures taken to minimise or prevent the transmission of Mobile Spam.

7. Mobile Subscribers

- 7.1. All of the following Opt-in Procedures shall apply to all Mobile Subscribers.
- 7.2. The Licensees shall not send their Own Marketing Text Messages or those relating to the Messaging Service Subscriber to the Mobile Subscriber unless a Subscribe is made by the Mobile Subscriber and Article 8.2 of this Regulatory Policy is met.
- 7.3. The following shall apply to any Licensee wishing to send Licensee's Own Marketing Text Messages to a Mobile Subscriber:

- 7.3.1. A Licensee shall send a Mobile Subscriber Consent Request to the relative Mobile Subscriber.
 - 7.3.2. The Mobile Subscriber Consent Request shall clearly state that the Licensee is requesting Consent from the Mobile Subscriber in order to send Licensee's Own Marketing Text Messages.
 - 7.3.3. The Mobile Subscriber Consent Request may use such terms as "promotions", "offers" and "discounts", provided that they do not mislead the relative Mobile Subscriber.
 - 7.3.4. The Mobile Subscriber Consent Request may be made by Mobile Text Message or by any other means other than by way of voice calls, whether fixed or mobile.
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- 7.4. When, pursuant to Article 7.3.4 the Mobile Subscriber Consent Request is made by Mobile Text Message, the following applies:
 - 7.4.1. The Mobile Subscriber Consent Request may only be sent to the Mobile Subscriber once.
 - 7.4.2. If no response to the Mobile Subscriber Consent Request has been received from the Mobile Subscriber within one month of the date on which the Mobile Subscriber Consent Request was sent, the Licensee is permitted to send a second Mobile Subscriber Consent Request.
 - 7.4.3. If, following the sending of a second Mobile Subscriber Consent Request, no response is received from the Mobile Subscriber within one month of the date on which the second Mobile Subscriber Consent Request was sent, the Mobile Subscriber shall

be deemed to have decided that it does not want the Licensee to send it the Licensee's Own Marketing Text Messages.

7.4.4. The Licensees shall not be permitted to send any further Mobile Subscriber Consent Requests after the second Mobile Subscriber Consent Request.

8. Other Obligations

8.1 The Licensees shall be responsible for Delivery of Marketing Text Messages, whether Licensee's Own Marketing Text Messages or those relating to the Messaging Service Subscriber to the Mobile Subscriber.

8.2 The Licensee shall abide by the following terms and conditions of Delivery of Marketing Text Messages prior to making such delivery to the Mobile Subscribers.

8.2.1. With regard to Licensee's Own Marketing Text Messages, the Licensee shall receive the Consent of the Mobile Subscriber to the Receipt of Marketing Text Messages from the Licensee.

8.2.2. With regard to the Marketing Text Messages of a Messaging Service Subscriber, the Licensee shall receive the Consent of the Mobile Subscriber to the Receipt of Marketing Text Messages from the Messaging Service Subscriber.

8.2.3. The Licensee shall verify and validate the Consent of the Mobile Subscriber and ensure that no block request is made by the Mobile Subscriber before the Delivery of Marketing Text Messages whether by the Licensee or by the Messaging Service Subscriber.

- 8.2.4. The Licensee shall retain all evidence (that can be stored and presented in a tangible form) proving the Consent of the Mobile Subscriber to receive Marketing Text Messages from the Licensee or from the Messaging Service Subscriber.
- 8.2.5 No Marketing Text Messages may be delivered by the Licensee or the Messaging Service Subscriber unless the provisions of Articles (8.2.1; 8.2.2; 8.2.3 & 8.2.4) are satisfied.
- 8.3. The Licensees shall not send Licensee's Own Marketing Text Messages or those relating to the Messaging Service Subscriber to Mobile Subscribers between the hours of 9:00 p.m. and 7:00 a.m.
- 8.4. The Licensees shall not use Mobile Text Messages to send Marketing Text Messages to Mobile Subscribers encouraging them directly or indirectly, to call or send a short message or other Electronic Communication to a Premium Rate Number.
- 8.5. The Licensees shall provide Mobile Subscribers 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 services 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 the Licensees via a "short code".

- 8.6. The Licensees shall develop a mechanism for verifying the existence of Consent from the Mobile Subscriber in case of receipt of reports on suspected Mobile Spam.
- 8.7. Licensees shall provide features for handling messages and message classification upon sending Mobile Text Messages.
- 8.8. The Licensees shall develop a special classification for the Marketing Text Messages in their own systems whereby such classification shall include the sender name of Marketing Text Message sent to the Mobile Subscriber using the cost (AD-XXXX) followed by the name of the Marketing Text Message's sender.
- 8.9. The Licensees shall set an additional classification of the Marketing Text Messages and distinguish them according to the type of the advertising material, provided that the classification shall at least include the Marketing Text Messages related to the following, and provided that such Marketing Text Messages are approved prior to application:
 - 8.9.1. Banking or financial services;
 - 8.9.2. Real estate services;
 - 8.9.3. Health services;
 - 8.9.4. Educational services;
 - 8.9.5. Retail sale services; and

8.9.6. Tourist services.

Pursuant to Clause 8.9, Licensees shall be required to provide Marketing Text Messages block service according to the type of the advertising material.

8.10. The Licensees shall allow their Mobile Subscribers 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. The Licensees shall develop and implement a mechanism for the numbers that are recycled or where the holder of subscription is changed, whereby event and approval logs that do not belong to the Mobile Subscriber are cancelled and the Mobile Subscriber is considered as a new subscriber.

9. Messaging Service Subscribers

9.1 The Licensees shall ensure that all the requirements set out in this Regulatory Policy are reflected in the terms and conditions of their Messaging Services Contracts and, as well as in any acceptable use policies.

9.2 Without prejudice to Article 9.1 above, the Licensees shall include the following provisions in all Messaging Services Contracts:

9.2.1. The Messaging Services Subscriber shall not initiate, send, or facilitate sending Mobile Spam.

- 9.2.2. Consent shall be sought from Mobile Subscribers in accordance with the provisions of this Regulatory Policy before any Marketing Text Messages are sent by the Messaging Services Subscriber.
- 9.2.3. Effective Unsubscribe facilities shall be made available to Mobile Subscribers in accordance with the provisions of this Regulatory Policy.
- 9.2.4. Marketing Text Messages shall not be sent to Mobile Subscribers between the hours of 9:00 p.m. and 7:00 a.m.
- 9.2.5. The Messaging Services Subscriber shall not send a request to a Mobile Subscriber for Consent using Mobile Text Messages or voice calls.
- 9.2.6. Marketing Text Messages using Mobile Text Messages shall not be sent to Mobile Subscribers encouraging them directly or indirectly to call or send a short message or other electronic communication to a premium rate number.
- 9.2.7. Messaging Service Subscriber shall define the type of Marketing Text Messages the Messaging Service Subscriber wishes to send to the Mobile Subscriber in coordination with the Licensee.
- 9.2.8. All of the Licensee's Messaging Services Contracts shall provide that the provisions of this Regulatory Policy are incorporated by reference as terms into those contracts, and that it shall be a breach of those contracts if the Messaging Services Subscriber breaches any applicable provision of this Regulatory Policy. Those contracts will provide that such breaches may give rise to

appropriate penalties or liquidated damages as appropriate, and contract suspension and termination.

10. Records

10.1 For the entire period of time during which Licensee's Own Marketing Text Messages and those relating to the Messaging Service Subscriber are being sent to Mobile Subscribers, and for two years after the last communication, the Licensees shall keep records of:

10.1.1. Consents received in response to Mobile Subscriber Consent Requests; and

10.1.2. Subscribe Notifications.

10.2. For the entire period of time during which the Mobile Subscriber remains subscribed, the Licensees shall keep records of:

10.2.1. Opt-out Procedure; and

10.2.2. Unsubscribe Notifications.

10.3 In case TRA should request evidence from the Licensee proving the Consent of the Mobile Subscriber to receive Marketing Text Messages from the Licensee or from the Messaging Service Subscriber, the Licensee shall abide by providing TRA with such evidence within three (3) business days from the date of the 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 the transmission of Mobile Spam.
- 11.2. Licensees shall provide practical protections for their Mobile Subscribers from Mobile Spam and shall provide measures and mechanisms to ensure this.

12. Penalties & Violations

- 12.1. Licensees shall develop a mechanism for handling the cases of non-compliance with the requirement for the Messaging Service Subscriber to obtain the Consent of the Mobile Subscriber.
- 12.2. In case of the Licensee's failure to provide the Mobile Subscriber's Consent when requested as per Article 10.3, the Licensee shall be considered as in contravention of Article 10.1 of this Regulatory Policy.
- 12.3. Pursuant to Article 9.2.8, in case of the Messaging Service Subscriber's violation of any of the provisions of Article (9) pertaining to the Messaging Service Subscriber's own obligations, the service shall be entirely ceased to the Messaging Service Subscriber in default, with TRA to be furnished with a report on the violation and the measure taken in that regard.

13. Implementation and Review

13.1. The TRA will continuously monitor the implementation and compliance of this Regulatory Policy and may require information and reports which shall be submitted by the Licensee when required.

14. Effective Date & Publication

This Regulatory Policy shall be effective on the date of its issue and shall be published in the Official Gazette.

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