



application form Consent Management Service

Welcome to Etisalat.

Please read carefully and understand the Terms & Conditions prior to completing this form. Please note that incomplete details may cause delays in providing the service. Installation and first month rental amounts are payable in advance and a deposit may also be required.

The Manager, Sales & Business Development, Emirates Telecommunications Corporation–Etisalat

I/We hereby apply for the following service offered by Emirates Telecommunications Corporation.

Company information Please write in capital letters

Name of the applicant/company: _____

Contact number(s): _____

Commercial person (First name): _____ Last name: _____

Mobile: _____ Landline No.: _____ Email: _____

Technical person (First name): _____ Last name: _____

Mobile: _____ Email: _____

Working telephone number:*

*This should be a number in the same area where the server will be located

I/We agree to be bound by Emirates Telecommunications Corporations' condition of Telecommunications Service and the conditions of the Consent Management Service, as given overleaf.

Position/Title in the company: Date of application:

Signature of applicant	Company stamp
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Full name (in capital letters): _____

Position held in company: _____ Date of application: _____

Required documents

- Valid Trade license
- Passport/Emirates ID
- Power of attorney/LOA

S.No.	Signature of Etisalat Staff
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Terms and Conditions

Consent Management Service

1. INTRODUCTION

These specific terms and conditions ("Service Specific Terms") apply in relation to the provision of the Service by Etisalat to the Customer, in addition to the other constituent parts of the Agreement between Etisalat and the Customer.

2. DEFINITIONS

- (a) "Agreement" means the entire contractual agreement between Etisalat and the Customer in relation to the Service, comprising of the application form (including the terms and conditions referred to therein), Etisalat's General T&Cs (Business) and these present Terms and Conditions.
- (b) "Customer" means the person / entity who purchases or subscribes to the Service.
- (c) "General T&Cs (Business)" means Etisalat's general terms and conditions for business products and services which are published on Etisalat's website and are available through the other communications channels referred to in Clause 35 of the General T&Cs (Business).
- (d) "Minimum Term" has the meaning given to it in Clause 4(b).
- (e) "Activation Date" the date on which Etisalat activates or makes available the Service (all or part thereof) to the Customer.
- (f) "Service" means Consent Management Service, as described in more detail in Clause 3.
- (g) "Consent" means any voluntary permission or approval given by a recipient to sender to receive Marketing Text Messages related to specific purpose, product or service, as defined and required by the UEC Policy;
- (h) "Messaging Service Subscriber" or "MSS" means a subscriber to whom Messaging Service is extended by the Licensee for the purpose of sending it to the Mobile Subscriber.
- (a) "Mobile Subscriber" means a subscriber to whom the mobile telecommunications services are provided.
- (b) "Marketing Text Message" means a SMS sent with the purpose of offering to supply goods, services or business opportunity or advertising or promoting goods, services or business opportunities
- (c) "Sender ID" means the classification that includes the sender name of the Marketing Text Message sent to the Mobile Subscriber.
- (d) "UEC Policy" means the existing UAE Unsolicited Electronic Communications Policy and its Annexes, as amended by the TDRA from time to time, including any instructions or guidelines that may be issued by the TRDA from time to time.

3. SERVICE DESCRIPTION

The Consent Management Service is a block chain based software service for Etisalat enterprise Customers to have access to a single system with the ability to store/verify/modify/delete information in different ledgers in order to enable online consent scrubbing/ verification before a Marketing Text Message is delivered to mobile subscribers. The Service will enable the Customer to create unique SMS Sender IDs in UAE and allow SMS Sender IDs to be categorized as promotional or transactional. This Service will also provide a mechanism to upload a copy of consent already acquired by the Customer for sending Marketing Text Message. The Service provides a portal to view and manage both Sender IDs and Consents.

4. COMMENCEMENT & DURATION

- (a) The Agreement is valid and binding on and from the date on which it is submitted to and accepted by Etisalat (the "Effective Date").
- (b) The Agreement has a minimum term of 12 months ("Minimum Term"), which starts on the date on which Etisalat makes the Service available to the Customer ("Activation Date").

5. CUSTOMER OBLIGATIONS & RESTRICTIONS

Etisalat shall provide the Customer with the platform to register the Sender ID and to store valid Consent(s) in a protected database in line with the UEC Regulatory Policy, as amended from time to time.

The Customer shall be responsible for ensuring that it possesses appropriate systems (hardware and software) to support the online updating of consents

and that its systems and applications are ready and compatible with the Service and its protocols.

The connectivity between the Customer's host computer/server and the Service can be through the Internet. However, access set-up costs and applicable rental charges for all options shall be borne by the Customer.

In respect of the Sender ID(s) the Customer shall:

- ensure registration of unique and non-generic Sender IDs only;
- ensure to segregate transactional and promotional traffic;
- acknowledge that any promotional Sender IDs without the "AD-" prefix shall be blocked without prior notice and the Customer will have to re-register the Sender ID with the "AD-" prefix. In this case, charges for re-registration will be applicable as per the current at the time tariffs;
- classify the Sender ID on a usage basis as per the below list of categories and provide the same to Etisalat:
 - o banking / insurance / financial products / credit cards;
 - o real estate;
 - o education;
 - o healthcare and nutrition (i.e. hospitals, clinics, pharmacies, gym etc.);
 - o consumer goods & retail (i.e. gold, shopping, fashion, beauty, cosmetics, supermarkets);
 - o automobiles;
 - o entertainment (i.e. music, movies, concerts);
 - o communication / broadcasting / IT;
 - o hospitality (i.e. tourism, logistics like flights hotels, leisure, restaurants, Zomato / Talabat); or
 - o utility & payments (i.e. Salik, Dewa, Dubai Taxi, Uber, Careem etc.).

Each Sender ID will be unique in the Service and will be assigned a unique block chain ID with every Sender ID request from the Customer. Customer or Messaging Service Subscriber will need to quote this unique block chain ID to upload an authenticated and integrity –protected consent or to use the Sender ID before sending any Marketing Text Message. Customer can share this block chain ID only with trusted partners who are authorised to the Sender ID as per intended purposes. The MSS must provide adequate documentation (e.g. NOC) by the customer which would allow it to use the Sender ID. Customer shall carry out pre-verifications of documents submitted and shall be solely responsible in case of any misuse of Sender ID and/or Service credentials.

The Customer must make sure that they upload their own mobile subscriber's consent information in digital or physical format.

Consent records shall be retained in the Service for the entire period of time during which the Marketing Text Message are sent to the Mobile Subscriber, and for two (2) years after the last communication. The consent records shall include: Consents, subscribe notifications, unsubscribe notifications, opt out procedure. The Customer shall ensure the security and integrity of these consents records.

The withdrawal of consent shall not affect the lawfulness of processing based on consent before its withdrawal.

Consents will be automatically disabled in case of ownership transfer, churn or disconnection for a particular mobile number. Consents will be retained in case of MNP port out of a mobile number.

The Customer must obtain a proper Consent of each Mobile Subscriber and make sure that Mobile Subscriber has agreed to give consent for the purpose of sending a Marketing Text Message to and upload in the Service prior to sending any Marketing Text Message to the Mobile Subscriber. The Customer shall comply in full with all the consent principles set out in Article 6 of the UEC Regulatory Policy, including but not limited to:

- ensuring that the process of obtaining the Consent will follow an Opt-in Procedure;
- confirming that the process of obtaining Consent is clear and transparent;
- undertaking that the record of the Mobile Subscriber's Consent will include the date and time of the Consent, the Mobile Subscriber's identity, the words or other content by which the Mobile Subscriber has indicated Consent, and the digital ID / telephone number / signed written

document via which the Mobile Subscriber provided their Consent;

- ensuring to store the Consent(s) in tangible form and to update in Etisalat's Service a copy of the valid Consent(s), prior to sending any Marketing Text Message to a Mobile Subscriber.

Failure to present the valid Consent(s) to Etisalat and any breach of the Agreement and/or the UEC Regulatory Policy, shall be a material breach of the Agreement and, without prejudice to any other rights or remedies that Etisalat has under the Agreement including but not limited to its indemnification and termination rights.

6. LIABILITY & INDEMNIFICATION

Etisalat may suspend or terminate the Service if the Customer gives false, misleading or incomplete or inaccurate Consents or information related to the Service. The Customer shall indemnify Etisalat in full against any liability that may arise as a result of the Customers breach of this Agreement or Customers failure to provide complete, accurate, valid and proper Consent or any information related to the Service or failure to provide security or integrity to the Consents and their records. The Customer agrees to indemnify on demand Etisalat, its Affiliates and/or directors against (and to defend from) any fines or other penalties imposed by the TRA or any other regulatory body or authorities and any associated liabilities (direct or indirect) (together "Fines"), as a result of and to the extent attributable to claims or Fines arising from or in connection with the breach of the terms and conditions of this Agreement by the Customer, including without limitation, breach of any applicable law or regulation and a breach of a warranty or representation. For the avoidance of any doubt, in case of fines or penalties imposed by the TRA or any other regulatory body or authorities against Etisalat as described above, Etisalat shall be entitled to charge the Fine amount to the Customer's bill.

Etisalat shall not be liable to the Customer for damages, fines, penalties and any kind of risk that may arise from the (i) non-compliance with regulatory instructions, regulations in particular to the UEC Policy that are issued by the TDRA; (ii) any fake or fraudulent consent uploaded or stored by the Customer; (iii) for non-delivery of any Marketing Text Message if the Mobile Subscriber does not activate their mobile device or if such mobile device is unable to receive such Marketing Text Message due to transmission or reception failure attributable to the Mobile Subscriber.

The indemnity clause shall survive the termination, cancellation and/or expiration of the Service/Agreement.

7. ETISALAT'S OBLIGATIONS

Etisalat will provide the Service to the Customer based on these Service Specific Terms together with the other constituent parts of the Agreement, and in accordance with the law.

8. CHARGES, BILLING & PAYMENT

Etisalat shall have the right to charge Customers a reasonable fee for the processing and storing of consents, and verification of Consents before Marketing Text Message delivery.

Customers are required to pay to Etisalat access set-up charge and rental charges (if applicable) as indicated in Etisalat's CMS Guide or by using one of the methods stated in Etisalat's Digital Channels as referred in the General T&Cs (Business).

9. TERMINATION BY THE CUSTOMER

- (a) If the Customer wants to terminate the Service, he/she must give Etisalat 10 days prior written notice.
- (b) The Customer acknowledges that, upon receipt of the Customer's termination notice, it may take up to 30 days to terminate the Customer's account.

10. CONTACTING ETISALAT

The Customer may contact Etisalat to discuss the Service (including these Service Specific Terms and the General T&Cs (Business), or any other product or service offered by Etisalat, by using any of the communications channels stated in Clause 35 of the General T&Cs (Business).