



application form Smart Messaging 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 Smart Messaging 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: _____

For our use only

1. Admin Role: Basic Advanced

2. Account type Charity: Y N

Required documents

- Valid Trade license
- Passport copy
- Power of attorney
- Approval letter from Ministry of Information

S.No.	Signature of Etisalat Staff
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Terms and Conditions

Smart Messaging Service

It is important that you read these Terms and Conditions of use. This is the agreement by which we provide our service to you.

- The words and expressions used in these Terms and Conditions shall have the meaning ascribed to them in the Telecom Law of the United Arab Emirates (UAE) and the Unsolicited Electronic Communications (UEC) Regulatory Policy issued by the Telecommunications Regulatory Authority of the UAE (TRA), as amended from time to time, and the Annexes issued under it, unless the context otherwise provides. For the purposes of these terms and conditions the following terms and words shall have the meaning ascribed to them below:
 - Agreement: means this Smart Messaging Service contract comprising of the Smart Messaging Service application form (including the terms and conditions referred to therein), Etisalat's standard terms and conditions (which can be found at <https://www.etisalat.ae/en/terms-and-conditions.jsp>) and these present Terms and Conditions.
 - Consent: means the consent or approval by a recipient to receive Electronic Communications, as required by the UEC or the Annexes issue under it.
 - Content Provider: means any company or entity who is using Etisalat messaging services and GSM Network to provide content through the sending or receiving of messages to/from mobile subscribers.
 - Customer: means a recipient of Telecommunications Services which are provided by Etisalat.
 - Electronic Communication: means the communications conveyed by means of a telecommunications Network to an Electronic Address.
 - Etisalat: means the Emirates Telecommunications Group Company P.J.S.C.
 - Smart Messaging Service: means the messaging services including sending and receiving of SMS/ EMAIL to and from local mobile users, billing (the Service) that are provided by Etisalat to the Content Provider under this Agreement.
 - Premium SMS/MMS: means the value added network service SMS/MMS used for messaging that charges a premium price to end user per sent SMS/ MMS.
 - SENDER ID: The unique identification that identifies the ultimate beneficiary of the Content Provider's service, on behalf of whom the SMS is being sent, which must be included in every SMS message. The Content Provider must obtain, maintain and present to Etisalat the ultimate beneficiary's express permission to use the Sender ID. Etisalat reserves the right to discontinue the Service in case that the Content Provider fails to present the relevant express permission to use the Sender ID or it reasonably believes that the Sender ID has already been allocated to a different entity than the ultimate beneficiary of the Content Provider's service.
 - SMS/ EMAIL/MMS: means Short Message Service/Electronic mail/Multimedia Message Service.
 - SMS/ EMAIL/MMS Center: means Short Message Service/ Electronic mail/Multimedia Message Service Center.
 - Shared Revenue Services/Premium Rate Services: means the value added network services that incur Premium SMS costs and the revenue received by Etisalat is shared with the Content Provider supplying the service as specified in the revenue sharing agreement to be signed between Etisalat and the Content Provider (the "Revenue Sharing Agreement").
 - Telecom Regime: means the telecom regulatory framework in the UAE including the Telecom Law, and its Executive Order and all policies, regulations, orders, resolutions, penalties, procedures, guidelines, instructions and other such determinations as may be issued and amended by the TRA from time to time.
 - Telecom Law: means the UAE Federal Law by Decree No. 3 of 2003, as amended from time to time.
 - Executive Order: means the Decision of the Supreme Committee for the Supervision of the Telecommunications Sector No. 3 of 2004 as amended from time to time.
 - UEC Regulatory Policy: means the TRA's Unsolicited Electronic Communications Regulatory Policy Version 1.0 issued in 30 December 2009 and its Annexes as amended by the TRA from time to time (<https://www.tra.gov.ae/assets/OfP/PPK6.pdf.aspx>) including any instructions or guidelines that may be issued by the TRA from time to time.
 - Etisalat shall provide the Content Provider with the connectivity between its SMS/EMAIL/MMS Center and Content Provider's host computer/server.
 - The Content Provider shall be responsible for ensuring that it possesses appropriate systems (hardware and software) to support the online SMS/EMAIL/MMS push and pull applications and that its systems and applications are ready and compatible with Etisalat's systems and protocols.
 - Connectivity between the Content Provider's host computer/server and Etisalat's SMS/ EMAIL/MMS/GSM network can be through the Internet, or any other configuration the parties may mutually agree on. However, access set-up costs and applicable rental charges for all options will be the responsibility of the Content Provider.
 - The provisions of the UEC Regulatory Policy and any related instructions or guidelines issued by the TRA are incorporated by reference into these Terms and Conditions of the Smart Messaging Service, as applicable, and thereby form an integral part of them. Any breach by the Content Provider of any applicable provision of the UEC Regulatory Policy or TRA's instructions or guidelines shall be a material breach of these Terms and Conditions of the Smart Messaging Service and may give rise to appropriate penalties or liquidated damages as appropriate, as well as contract suspension and termination as envisaged in clause 30 of these Terms and Conditions.
 - Notwithstanding and without prejudice to the generality of clause 9 of these Terms and Conditions, the Content Provider must comply with the following specific obligations as set out in the UEC Regulatory Policy:
 - The Content Provider shall not initiate, send or facilitate sending of Spam and Mobile Spam in accordance with the requirements of the UEC Regulatory Policy;
 - The Content Provider must obtain the Consent of each Customer prior to sending any marketing Electronic Communication to the Customer. The Content Provider 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 Customer's Consent will include the date and time of the Consent, the Customer's identity, the words or other content by which the Customer has indicated Consent, and the IP address / telephone number / signed written document via which the Customer provided their Consent;
 - Ensuring to store and present the Consent in tangible form when required by the TRA. In this regard, the Content Provider shall present to Etisalat within one (1) working day following the date of Etisalat's request a copy of the Consent(s) in a tangible form whenever so requested by Etisalat. Failure to do so shall be a material breach of the Terms & Conditions of the Smart Messaging Service;
 - Retaining of the Consent record for the entire period during which the marketing Electronic Communications are sent to the Customer and for two (2) years from the end of that period;
 - Ensuring that all marketing Electronic Communications sent to Customers shall provide, (1) free of charge to the Customer, (2) a means by which the Customer can Unsubscribe and (3) that such Electronic Communications shall not be used for the purpose of persuading a Customer not to use an Opt-out Procedure or to Unsubscribe or Subscribe;
 - Ensuring that the option for a recipient to Subscribe or Unsubscribe shall be offered without charge.
- The Content Provider shall not send requests to Customers for Consent, as referred to in clause 6.2 of these Terms and Conditions, using voice calls, or Mobile Text Messages;
- The Content Provider shall not send Mobile Text/Multimedia Messages (as that term is defined in the UEC Regulatory Policy) containing marketing Electronic Communications (as that term is defined in the UEC Regulatory Policy) to Customers between the hours of 9.00pm and 7.00am;
- The Content Provider must not send marketing Electronic Communications using Mobile Messages to Customers encouraging them directly or indirectly to call or send a short message or other electronic communications to a premium rate number.
- The Content Provider shall provide adequate Customer support to its Customers and highlight the contact telephone numbers and timings in all its Advertisements and Promotional messages.
- Content Provider shall ensure that the content and services conform to the social and cultural fabric of the UAE and shall strictly refrain from offering services or sending content, which may conflict with or breach the related laws of the UAE. The Content Provider shall be responsible for all public abuses, misuses of the Services/Content or unauthorized use thereof.
- Content Provider will be fully responsible for the accuracy, legality and authenticity of the information/content it offers and shall also be totally responsible and liable for any claims/losses resulting from the service. The Content Provider shall hold Etisalat harmless and fully indemnified from and against any and all claims, damages, liabilities, losses or expenses arising from such acts or omissions of the Content Provider or its Customers in connection with the Smart Messaging Service. The Content Provider shall be fully responsible and liable for any claims, lawsuits and complaints concerning the violation and/or infringement of any patent or Intellectual Property Rights in relation to the content ("Claims"). The Content Provider shall irrevocably indemnify Etisalat for all damages, costs and expenses (including attorney fees) incurred as a result of such Claims.
- The Content Provider acknowledges and agrees:
 - that under the current Telecom Regime, the TRA may, in addition to other measures, issue violation decisions against Etisalat with fines of AED 400,000 (or more) immediately payable for any incident without prior notice or remedial period and again for each repeated incident arising from the same cause not rectified within the prescribed time period.
 - 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"), or any lawsuit brought by a third party and pay damages finally awarded to such third party and against Etisalat, its Affiliates and/or directors or pay any settlement agreed to by the Content Provider, or Etisalat, together with all costs and expenses associated with such third party claims, as a result of and to the extent attributable to claims or Fines arising from or in connection with the breach of a term of this Agreement by the Content Provider, including without limitation a breach of clauses 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 Content Provider's Smart Messaging bill.
 - with regard to any claim, the Content Provider's obligations are subject to the following conditions:
 - Etisalat has full control over defense and/or settlement of the claim;
 - The Content Provider shall provide full support upon Etisalat's request in relation to defending any claim or responding to any violation decision including without limitation attending meetings with the TRA, providing evidence and supporting documents; and
 - The Content Provider does not enter into a settlement that requires Etisalat to make admission or payment to a third party without Etisalat's consent.
 - that the indemnity provisions in this Section shall be without prejudice to other rights and remedies of Etisalat, including but not limited to the right for Etisalat to terminate this Agreement as per clause 30 of these Terms & Conditions and to claim damages.
 - that this indemnity clause shall not be subject to any exclusions or limitations of liability contained in other parts of this Agreement.
 - Content Provider shall be responsible for all public abuses, misuses of the Services and related content or unauthorized use thereof.
- This Indemnity Clause shall survive the cancellation, termination and/or expiration of the Smart Messaging Service.
- Without prejudice to clauses 9 and 10 of these Terms and Conditions, SMS/ EMAIL/MMS messages shall not be sent randomly to any mobile number.
- The Content Provider shall obtain all necessary approvals from the relevant government authorities and ministries for the Smart Messaging Service, content or prizes and draws/raffles.
- Content Provider undertakes that its equipment will not have any adverse effect on Etisalat equipment/Smart Messaging Service.
- Etisalat will not be responsible for the performance of Content Provider's equipment and/or damage or loss to the Customer's equipment and damage or loss as a result of connecting the equipment to Etisalat's network.
- Content Provider shall be held responsible for any damage to the Etisalat Network – as well as for all accidents, personal injuries, loss of life etc. to Etisalat staff or third parties, if these are attributed to Content Provider's equipment. In case there is any damage to Etisalat network or equipment due to malfunctioning of Content Provider's equipment, Content Provider shall bear the cost of replacement of the damaged Etisalat equipment as claimed by Etisalat.
- In the event of termination of this Agreement, Etisalat shall be entitled to recover from the Content Provider all arrears of charges payable by the Content Provider under this Agreement.
- Smart Messaging Service is used by the Content Provider to send SMS/ EMAIL/MMS messages to its Customers. The Content Provider shall have its own database of its Customer's mobile numbers.
- Content Provider shall send/push SMS/ MMS messages to its Customers only between 07:00 a.m. and 09:00 p.m. However, this condition does not apply if the end-Customer himself/herself requests for some information/content outside the defined time period – except in the case of marketing Electronic Communications, which must never be sent outside of these hours.
- In addition and without prejudice to the requirement for Content Provider to comply in full with the obligations set out in clause 6.2 of these Terms and Conditions, Content Provider shall ensure that all marketing Electronic Communications sent to Customers contain the specific text that, in the event the Customer wishes to opt out of receiving marketing Electronic Communications, the Customer should send the following message to 7726: [B Sender ID]. The Content Provider hereby acknowledges and agrees that in case that the Content Provider fails, for any reason whatsoever, to include the opt out instructions at the end of any electronic marketing communications sent through SMS, Etisalat reserves the right to add, in its sole discretion and if it deems necessary, the opt out instructions at the end of the Content Provider's SMS unilaterally. For the avoidance of any doubt, in such a case, no additional charges shall be imposed on the Content Provider and the allowed amount of characters in the SMS shall not be reduced. Any such action undertaken by Etisalat does not and shall not in any way limit the Content Provider's liability under this Agreement or imply any joint liability between Etisalat and the Content Provider.
- All Premium SMS/MMS charges shall be billed and collected by Etisalat as per Etisalat's prevailing procedures (which can be found at <https://www.etisalat.ae/en/terms-and-conditions.jsp>). Each SMS may contain up to one hundred and sixty (160) characters. If non-GSM characters are included in the SMS message then those SMS messages have to be sent through UCS-2 encoding. In this case, SMS messages containing any UCS-2 characters will be limited to seventy (70) characters.
- Etisalat Customer Care Centre 8009111 & 8005800 or 101 will be the main contact points for all Service related complaints.
- Etisalat's internal reports and records shall be final and binding on the Content Provider for calculation of revenue generated and for reimbursing the Content Provider with its share of the revenue.
- The Content Provider can charge the Premium SMS/MMS messages at any prices it decides to charge, up to a maximum of AED 100 however, these prices shall be communicated to Etisalat in writing and can be implemented only on the basis of mutual agreement so that the same can be implemented for billing purposes.
- The Content Provider is required to inform the Customers about the price/charges of the SMS/MMS they will be sending to various short codes assigned to the Content Provider. Charges need to be highlighted prominently in all SMS/EMAIL/MMS messages sent advertisements, promotional messages and announcements e.g. on SMS, EMAIL, MMS, IVR, radio, newspapers, magazines or TV programs.
- Etisalat reserves an unrestricted right to discontinue the Smart Messaging Service if the Content Provider fails to provide sound and clear pricing information to the Customers. Etisalat may refund to the Customers the charges for the SMS/MMS if such charges are not clearly and prominently displayed and advised to the customers provided that the Customer has lodged a formal complaint with Etisalat to that effect. In such cases, the refunded amounts will be deducted from the Content Provider's share of the Premium SMS/MMS revenue.
- Etisalat shall only provide the Content Provider the access to its SMS/ EMAIL/MMS Center and billing facilities for the Smart Messaging Service and will not be responsible in any way for any other aspects concerning its service/content/application.
- Content Provider shall give at least five (5) days (working days) prior notice in writing of its intention to add new short codes, Sender IDs or rates or amend/change its Sender's ID or rates applicable to any short code assigned to it.
- Etisalat mobile Customers are entitled to block any Content Provider via the Etisalat's anti-spam facility. Content Provider shall be liable for any claim or combination of claims, proceedings or actions made against it by its Customers pursuant to a contractual relationship between them. Etisalat shall not be responsible for any misuse, fraudulent transactions or inaccurate or inappropriate transactions conducted by the Content Provider/its Customers/ any third party through the online SMS/ EMAIL/ MMS push application.
- Etisalat reserves the right, as its discretion to change or modify all or any part of these terms and conditions at any time, effective, immediately, upon notice communicated to the Content Provider at the address provided in the application form attached to this Agreement. The continued use of the Smart Messaging Service by the Content Provider constitutes the acceptance of these terms and conditions, including any changes or modifications made by Etisalat as permitted above. If at any time the Terms and Conditions of this Smart Messaging Service are no

- longer acceptable to the Content Provider, then the Content Provider shall stop using the Smart Messaging Service and inform Etisalat in writing.
30. Etisalat may suspend, disconnect or terminate immediately the use of all or part of the Smart Messaging Service and/or the Agreement, with or without notice and without exposing itself to any liability, at any time, in the event that:
- a) Etisalat has reasonable and actual grounds to consider that: (i) the Content Provider has breached any provisions of these Terms and Conditions; or (ii) unusual usage or suspected fraudulent activity of the Smart Messaging Service has occurred that may negatively affect Etisalat, its business or any third party;
 - b) Etisalat is required to do so under any applicable laws or regulations, or under any other regulatory requirements, or upon request of any competent authorities, or is required by necessity of an emergency situation;
 - c) In the event that the Content Provider delays or fails to pay the due Charges.
31. Limitation of Liability – Notwithstanding anything contained herein, the aggregate liability of Etisalat to the Content Provider relating to any claim or combination of claims arising from or in connection with the Smart Messaging Service, whether in tort, contract or otherwise, shall in no event exceed the amount of AED 1,000,000. Etisalat shall not be liable to the Content Provider, for any loss of business, loss of business opportunity, loss of revenue, loss of profits, loss of anticipated savings, loss of goodwill, business interruption, wasted expenditure or for loss of any other economic advantage however it may arise, or for data loss or data corruption, or for any indirect, punitive, special, incidental or consequential loss suffered by the Content Provider.
32. Disclaimer – THE SMART MESSAGING SERVICE IS PROVIDED ON AN "AS IS" BASIS. ETISALAT DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. ETISALAT DOES NOT WARRANT THAT THE SERVICES WILL BE AVAILABLE UNINTERRUPTED, ERROR-FREE OR ON A COMPLETELY SECURE BASIS.
33. The Content Provider will be charged connection/set-up charges and rental for ports and short codes as per Etisalat's standard terms and conditions, which can be found at <https://www.etisalat.ae/en/terms-and-conditions.jsp>
34. In the event that the Customer has selected the Shared Revenue Services/ Premium Rate Services, these Terms and Conditions together with (i) Etisalat's standard terms and conditions (which can be found at <https://www.etisalat.ae/en/terms-and-conditions.jsp>) and (ii) the Revenue Sharing Agreement (including the payment and reimbursement terms contained therein) shall jointly govern such services.
35. In the event of any conflict between the provisions of these Terms and Conditions and the Revenue Sharing Agreement, these Terms and Conditions shall take precedence, followed by the provisions of any agreement signed by and between Etisalat and the Content Provider in relation to the Smart Messaging Service. This Agreement constitutes the entire agreement between the Content Provider and Etisalat in relation to the Smart Messaging Service and supersedes and replaces with immediate effect any prior or contemporaneous agreement between the parties regarding the Smart Messaging Service, whether written or oral.
36. This Agreement, and any issues or disputes of whatever nature arising out of or in any way relating to it or its formation shall be governed by the laws of the UAE and the Telecom Regime in the UAE. The Parties submit to the exclusive jurisdiction of the UAE courts.