



# Code of Conduct : Bulk SMS service

## 1. General

Omani Qatari Telecommunications Company SAOC (Ooredoo) standard prepaid terms and conditions of service for the Bulk SMS service customers.

## 2. Identification of Customer

2.1 Customers must be identified in the message header (i.e. User/Sender ID)

## 3. Recipient Consent

3.1 The Customer must not send an SMS message to any recipient unless the recipient has:

- Provided the Customer with prior consent to send commercial SMS messages; or
- A prior commercial relationship with the Customer which would reasonably lead him/her to expect to receive commercial SMS messages from the Customer.

3.2 The Customer must not, without the prior consent of Ooredoo, send more than one SMS message per week to any individual recipient.

## 4. Right to 'Opt-Out'

4.1 You confirm and warrant to Omani Qatari Telecommunications Company 4.1 The Customer shall provide recipients with an 'Opt-Out' mechanism by which the recipient can, at any stage, notify the Customer that the recipient does not want to receive any further commercial SMS messages. This mechanism must be both easy to use and inexpensive .

4.2 The Customer must comply as soon as practicable with any notification it receives under section 4.1 and not send further commercial SMS messages to the recipient unless and until the recipient requests or consents to receiving further commercial SMS messages.

## 5. Content of SMS Messages

5.1 The Customer shall not send any SMS message which:

- is misleading or deceptive;
- could infringe a law or regulation (including but not limited to defamation, discrimination, invasion of privacy, harassment, obscenity, infringement of intellectual property rights or breaches of confidentiality)
- could reasonably be regarded as offensive to public morals, decency or sensibilities.
- threatens the operation and/or security of any computer system, telecommunication network or equipment (including the operation of a mobile handset);
- could reasonably be regarded as a chain letter, junk SMS message, spam or an otherwise unsolicited message.

5.2 The Customer is responsible for all necessary licenses, permits and other forms of authority and permissions for the delivery of content via the service. Any unauthorized commercial use of the service is expressly prohibited.

## 6. Breaches of Code of Conduct

6.1 If the Customer breaches any clause of this Code of Conduct, Ooredoo has the absolute right in its sole discretion to immediately suspend or terminate, without compensation, part or all of its Bulk SMS service to the Customer.

6.2 Customer will indemnify Ooredoo in respect of any loss or damage that Ooredoo suffers (including damage to its reputation) to the extent that such loss or damage is caused by the Customer not complying with these terms and conditions or otherwise mis-using the Bulk SMS service.

## 7. Complaints

7.1 Should Ooredoo receive a complaint from any person or body concerning any SMS message sent by the Customer, the Customer shall fully cooperate with Ooredoo to investigate and resolve such complaint without delay and in the absence of an acceptable resolution of the complaint, Ooredoo may cease providing the service.

## 8. Changes to the Code of Conduct

8.1 Ooredoo reserves the right to revise this Code of Conduct from time to time and such a revision will come into effect on the date Ooredoo issues the Customer with a revised version.

## 9. Miscellaneous

- Ooredoo shall not be monitoring the content of any commercial SMS messages sent by the Customer, and Ooredoo shall not be responsible for the content of such messages.
- The Customer hereby confirms understanding and acceptance of the Term and Conditions of this Code of Practice and that all information provided by the Customer in the application form is true and valid.

Authorised Signature: .....

Date 

DD	MM	YY
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Stamp