

## **Communications and Information Technology Commission**

# **ANTI-SPAM REGULATIONS**

Final Version 23/02/2008

Submitted to:

Submitted By:



## Acceptance of Deliverable

Name	
Title	
Role	
Project Name	
Document Title	
Signature	
Date	

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## **Document Control Page**

	Document Amendment Record		
Change No.	Date	Prepared by	Brief Explanation

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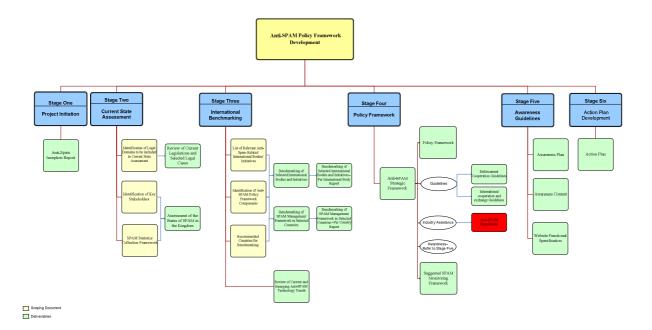
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## 1. BACKGROUND

## **1.1 DOCUMENT MAP**

The following diagram shows where this document fits in the project:



## **1.2 INTRODUCTION**

This document outlines the purpose of the SPAM Regulations and the factors that have been taken into account in its development. These Regulations seek to establish industry wide practices and procedures relating to the electronic SPAM messages. These Regulations target Internet Service Providers (ISPs), E-Marketers, and Mobile Operators.

The phenomenon of SPAM has and continues to materially impact electronic communications media. SPAM represents a major annoyance and threat to ICT applications users in general and to Internet users in particular. In the Kingdom as well, SPAM has been used for spoofing, phishing, spreading viruses and fraud. It imposes costs and inconvenience on End Users and various stakeholders (ISPs, E-Marketers, and Mobile Operators) alike. SPAM in addition to being in contravention of the Saudi Anti-SPAM Policy Framework, may also contain illegal content, be offensive or contain malicious codes and viruses.

In order to respond to the issues created by SPAM, a multi-faceted strategy has been employed consisting of seven elements that complete each other:

- Regulatory approaches;
- Enforcement co-operation;
- Industry driven Initiatives;
- Technical solutions;

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- Education and awareness initiatives;
- SPAM Measurement; and
- International co-operation and exchange.

These Regulations have been drafted with a view to ensure it does not unduly impede legitimate business activities conducted over the Internet while also recognizing that actions must be taken by ISPs, E-Marketers, and Mobile Operators to assist with the minimization of SPAM.

Adherence to the rules of these Regulations and industry compliance will benefit costumers by:

- Establishing best practices that aim to minimize SPAM in the Kingdom;
- Minimizing unsolicited commercial electronic messages sent to customers;
- Providing appropriate industry behaviour in relation to the sending of commercial electronic messages and the gaining of consent;
- Providing clear and transparent means of unsubscribing to and withdrawing consent to receive future messages.

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## 2. REGULATIONS SCOPE AND OBJECTIVES

## 2.1 SCOPE

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These Regulations apply to three types of stakeholders: ISPs, E-marketers, and Mobile Operators. These stakeholders are further defined as follows:

- An ISP is a service provider that offers a set of services including some or all of the following services: Dialup Internet Access, Broadband Internet Access, Email, IP Allocation and Assignment, Web Design and Hosting, Data Centers, Equipment Hosting, Network Monitoring, DNS Registration, Internet Content Publishing, and Internet Advertising;
- E-Marketing activities are all activities undertaken by individuals or organizations to market, promote, or advertise their own goods and services, or others' goods and services through contracts or other types of agreements;
- Mobile Operators are telecom companies that provide services for mobile phone subscribers. These Mobile Operators are licensed by the Communications and Information Technology Commission (CITC).

## 2.2 OBJECTIVES

The principle objective of these Regulations is to ensure that citizens do not receive unsolicited commercial communications via any media where electronic messages can be transmitted such as eMail, Mobile Messaging, Instant-Messaging; and Bluetooth.

In order to achieve the objectives of these Regulations, it is necessary to:

- Provide rules and guidelines for ISPs, E-Marketers, and Mobile Operators to follow in order to ensure compliance with their legal obligations and promote the adoption of responsible processes and procedures for dealing with SPAM; This includes adding anti-SPAM conditions in all of their contracts and publishing their privacy statement in order to inform their customers of how they deal with their information.
- Ensure that these rules and guidelines are developed in an effective way in order to achieve a balance between legitimate industry interests and viability and End User interests;
- Reduce the volume of SPAM being generated/received within Saudi Arabia;
- Encourage the use of internet and promote End User confidence ; and
- Provide a transparent mechanism for SPAM complaint handling by ISPs and ensuring that complaints are handled in a fair and professional manner.



## 3. REGULATIONS ENFORCEMENT

These Regulations will be mandatory and binding upon ALL ISPs, E-Marketers, and Mobile Operators within the Kingdom of Saudi Arabia. Each of these stakeholders who are licensed by CITC is obligated to comply with the rules mentioned herein. Signing these Regulations by all ISPs, E-Marketers, and Mobile Operator is mandatory and represents an agreement between them and the CITC.

Besides the rules included in these Regulations, there are some specific conditions for these stakeholders as follows:

- All telecommunication service providers must comply with the Telecommunication Act and its Bylaws,
- All messages' senders must adhere to the rules outlined in the Anti e-Crime Act in terms of messages' contents.
- ISPs must adhere to the stipulations provided in the "Special Terms and Conditions of Type (B) Class License for ISP Service" provided by the Communication and Information Technology Commission (CITC).
- Licensing agreements, in particular, Bulk SMS licensees must comply with their obligations outlined in the Bulk SMS license- "Special Terms and Conditions of Type (B) Class License for Bulk SMS Service",

The Communication and Information Technology Commission (CITC) will have the right to take appropriate action against:

- Senders of electronic communications that violate laws connected with SPAM, in particular, the Telecommunications Act, the Anti e-Crime Act, and the Bulk SMS license rules; and
- Individuals or companies that profit from sending, advertising or reasonably expected to have knowingly benefited from the transmission or promotion of such communications.



## 4. **REGULATIONS' RULES**

SPAM is defined in the Kingdom of Saudi Arabia as follows:

"Any unsolicited electronic message that contains commercial or objectionable content transmitted without prior consent through any communication medium including, but not limited to, e-mails, Mobile Messaging, fax, Bluetooth and instant messaging services".

The developed Regulations are based on the previous definition of SPAM. The Regulations' Rules concerning the targeted stakeholders (ISPs, E-Marketers, and Mobile Operators) are provided in the following subsections.

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## 4.1 ISP REGULATIONS

These Regulations, combined with the "Special Terms and Conditions of Type (B) Class License for ISP Service" and the Anti-SPAM Regulatory Policy rules, sets up the obligations on all ISPs operating in the Kingdom. The following are the rules of these Regulations:

## 4.1.1 **PROVIDING INFORMATION**

Service Providers should expend every effort needed and take effective steps in order to:

- a) Educate Subscribers about the Saudi Anti-SPAM Policy Framework and how to comply with it;
- b) Educate Subscribers about the consequences of violating the Anti-SPAM Policy Rules;
- c) Inform Subscribers about any applicable Regulations;
- d) Keep Subscribers informed about the status of the framework and update them of any relevant changes to the Anti-SPAM framework;
- e) Inform Subscribers about the importance of complying with the ISP's Acceptable Use Policy (AUP) in relation to the sending of SPAM and other similar activities and warn them of the consequences of breaching it;
- f) Educate Subscribers in techniques used to reduce the amount of SPAM received;
- g) Educate Subscribers about the availability of SPAM Filters and other related tools;
- h) Educate subscribers about their rights of raising complaints and provide them with the procedures to do so; and
- i) Educate Subscribers about the mechanism of SPAM filtering and warn them about the consequences of using SPAM filters (e.g. may result in the loss of some legitimate Electronic Messages).

In order for the ISPs to be able to provide the services mentioned above, it is essential that ISPs take the following steps:

- a) Create a clear Acceptable Use Policy (AUP). This AUP governs the appropriate use of email and the ISP's network and services;
- b) Provide a conspicuous link in the ISP Homepage to an information resource related to the anti SPAM framework and how to comply with it;
- c) Provide a link in the ISP Website to the applicable Regulations of Conduct as well as the two enforcement agencies in the Kingdom, CITC and the Ministry of Interior (MoI);
- d) Inform users that there are suspension and terminations provisions in the AUP which may be enforced at the service Provider's discretion; and
- e) Publish their customer information privacy policy. This would provide the customers with a clear understanding on how the ISP deals with their personal information.

## 4.1.2 LAW ENFORCEMENT

ISPs shall provide the CITC or/and MoI with the following information:

a) Contact details during normal business hours of the personnel in charge of SPAM related issues within the service provider. These personnel will be the point of contact for all SPAM related issues including but not limited to provision of information, investigation, and technical intervention.



- b) Contact details outside normal business hours of the personnel in charge for dealing with urgent SPAM related issues that occur outside business hours. Those personnel must take an immediate action when needed and should be on call 24/7.
- c) Unresolved complaint between the ISP and its subscribers.

## 4.1.3 **PROVIDING SPAM FILTERS**

- a) SPAM filters must be offered to subscribers, directly by ISPs, or indirectly through the provision of information in ISPs' Website or through a third party website that is recognized and approved by the ISP.
- b) ISPs are entitled, in accordance with CITC, to charge a reasonable cost for the SPAM filter they offer. The cost may vary based on the nature, scope, and functionality of the SPAM filter provided.
- c) ISPs must advise subscribers about any cost related to SPAM filters before they start charging.
- d) When providing client-side SPAM filters to subscribers, the ISPs shall take steps to ensure that the subscriber is advised at the point of sales that the SPAM filter may be updated regularly where information can be obtained regarding the continuing availability of the SPAM filter.

## 4.1.4 INTERNET SERVICE PROVIDER OBLIGATIONS

Concerning Open Relays and Open Proxies:

- a) ISPs must restrict incoming connections to all services that allows email forwarding or generation on behalf of third parties. This restriction will help to limit access to the service by only enabling a relevant closed user group to access the application that the service facilitates.
- b) Subscribers of ISPs must adhere to the same restrictions addressing ISPs in clause 4.1.4 (a).
- c) ISPs must provide a clause in their AUP that allows for immediate disconnection or suspension of the service once the ISP is aware of access to any of their services that allow email forwarding on behalf of third parties, being hosted by their subscribers, regardless of how the service is being provided.
- d) If the ISP is notified that a subscriber is responsible for the generation of SPAM due to a breach of the ISP's AUP (which will contain the obligation to comply with the provisions of Clause 4.1.4 (a)), the ISP must notify the Subscriber of the breach and provide reasonable assistance to the Subscriber, in order to comply with the AUP provided. In the case of a serious or continuing breach the ISP may exercise its powers of suspension or termination of the Subscriber's account as provided in the preceding clause. Reasonable assistance in this clause means the supply of information by the ISP in relation to the nature of open relays and suggested resolutions to the extent that the ISP can provide this.
- e) ISPs should retain the right to scan within address ranges they have been allocated for subscribers' misconfigured mail and proxy servers, and to suspend services to such subscribers who fail to rectify such problems as found within a reasonable time period.

## 4.1.5 **IP ADDRESS INFORMATION**

- a) ISPs are responsible for the allocation of IP addresses to their subscribers have to ensure keeping information relating to those allocations for a minimum period of six (6) months.
- b) ISPs must have adequate controls in place to prevent IP Spoofing.

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## 4.1.6 TECHNICAL RECOMMENDATIONS AND BEST PRACTICES

Service Providers are encouraged to consider and implement best-practice recommendations and guidelines that can be followed to assist in the reduction of SPAM. Examples of these recommendations are mentioned below<sup>1</sup>:

- A Service Provider should publish Sender Policy Framework (SPF)<sup>2</sup> records compliant with the relevant Internet standards, for each domain administered by it, specifying its policies for the sending of email from that domain.
- A Service Provider will comply with all APNIC <sup>3</sup> requirements in relation to the updating of WHOIS data including ensuring WHOIS data for any ISP customers is kept updated.
- ISPs should impose reasonable limits on the rate at which outgoing email can be sent by their Subscribers using an Internet account of the ISP, as determined by the ISP as being appropriate for the usual requirements of Subscribers to that type of Internet account.
- Any server on an ISP's network that is used for the sending of email, including servers of the ISP's Subscribers, should have a reverse DNS entry.
- ISPs should force their Subscribers to authenticate to their mail servers using SMTP AUTH as specified in RFC 2554. Subscribers wishing to send email through the ISP's email server but who are not connecting through the ISP's network must be required to use SMTP AUTH or an equivalent mechanism to authenticate themselves.
- ISPs should control automated registration of email accounts so as to prevent accounts from being created without direct human intervention.

These recommendations are not exhaustive or prescriptive as it is recognized that methods of generating and delivering SPAM are constantly changing and therefore the best practices for dealing with SPAM are also constantly changing, and hence the constant need of updating such practices. On their website, OECD recommends the following Regulations as Industry best practices<sup>4</sup>:

- BIAC-MAAWG Best Practices for Internet Service Providers and Network Operators -Developed in the context of the OECD Task Force on SPAM work, the Best Practices represent the first international set of common practices among ISPs, and constitute a good basis for further harmonization and development.
- Recommended Best Practices for Internet Service Providers and other Network Operators-Report of the Canadian Task Force on SPAM.
- Messaging Anti-Abuse Working Group (MAAWG) Regulations

<sup>&</sup>lt;sup>4</sup> "Industry Best Practises", on (http://www.oecd-antiSPAM.org/article.php3?id\_article=27)

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<sup>&</sup>lt;sup>1</sup> These examples are not exhaustive as it is recognised that the best practices for dealing with Spam are constantly changing.

<sup>&</sup>lt;sup>2</sup> The SPF is an open standard specifying a technical method to prevent sender address forgery. For further information, please visit: http://spf.pobox.com.

<sup>&</sup>lt;sup>3</sup> Asia Pacific Network Information Centre (APNIC): the Regional Internet Registry, that is responsible for distributing and registering Internet address resources throughout the Asia Pacific region. As an alternative, the Kingdom can coordinate with the Réseaux IP Européens Network Coordination Centre (RIPE NCC). RIPE NCC is one of five Regional Internet Registries (RIRs) providing Internet resource allocations, registration services and co-ordination activities that support the operation of the Internet globally. It is a not-for-profit organization located in over 70 countries. The Kingdom is already a member of this center represented by a number of ISPs.



- Australian Internet Industry Association (IIA) these Regulations for ISPs
- Anti-SPAM Technical Alliance (ASTA) Technology and Policy Proposal
- London Internet Exchange (Linux) Best Current Practices "Combating UBE V.2"

## 4.1.7 **REPORTING SPAM**

- a) ISPs should advise End Users on how to report messages considered as SPAM which are allegedly being sent by a subscriber of the ISP or a subscriber of another ISP.
- b) ISPs should notify End Users that they should contact the ISP to report email SPAM. If the SPAMmer has an account with the same ISP, the ISP should warn him and terminate his account if the SPAMmer did not cooperate.
- c) If the SPAMmer has an account with another ISP, the victim's ISP should contact the SPAMmer's ISP to take the appropriate action. If no cooperation was noticed, the ISP should escalate the case to CITC.
- d) ISPs must not impose charges for handling Reports/SPAM Complaints from End Users.
- e) ISPs must maintain a 'SPAM@' email address to allow End Users to report SPAM.

## 4.1.8 ACKNOWLEDGING REPORTS OF SPAM

- a) ISPs must acknowledge reports of SPAM made to their 'SPAM@' email address either manually or by an auto-response.
- b) Acknowledgments that the Report has been received must be issued to the End User within 3 (three) business days of receipt of the End User's Report regardless of whether an auto-response or a manual response is provided to the End User.

The acknowledgement to End Users must include:

- a) Information on how the ISPs deals with such situations;
- b) Information or tips to the user about options for reducing the volume of SPAM;
- c) Information about how the user can Report SPAM to another Service Provider (see 4.1.7) or to the CITC;
- d) Information about the Communication and Information Technology Commission (CITC) action if the ISP failed to comply with these Regulations; and
- e) Information about the procedure by which a user who is also a Subscriber of the ISP may escalate a report about SPAM into a Complaint.

## 4.1.9 HANDLING COMPLAINTS

This section deals with the handling of SPAM related complaints sent by subscribers to ISPs.

- 4.1.9.1 All ISPs must have and follow a complaint handling process which:
  - a) Is documented;
  - b) Includes timeframes in which the ISP aims to take action, provide a final response to the Subscriber and escalate the Complaint (as required), in conformance to the timeframes outlined in this document;
  - c) Provides for the recording of Complaints, the Complaint details and the outcome of the Complaint;
  - d) Provides for a formal response to be provided to the Subscriber of the outcome of the investigation of a Complaint;
  - e) Provides for escalation of a Complaint at the Subscriber's request;
  - f) Advises the Subscriber of alternative recourse in the event that the Subscriber is not satisfied with the manner in which their Complaint has been handled, or the outcome of the Complaint including but not limited to the Subscriber's ability to refer the matter to CITC or MOI depending on the message content; and

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- g) Subject to clause 4.1.9.3, does not impose any charges in respect of handling Subscriber's Complaints.
- 4.1.9.2 An ISP's documented complaint handling process must:
  - a) Provide information in plain Arabic, with referencing in an English document for clarification purposes;
  - b) Provide contact details for the Subscriber to make a Complaint to the ISP;
  - c) Specify the form which such Complaints should take;
  - d) List further avenues of recourse that are available if the Complaint remains unresolved; and
  - e) Be provided to Subscribers upon request and posted conspicuously in a dedicated webpage of the ISP accessible through its main Homepage.
- 4.1.9.3 Complaint Handling Charges
  - a) An ISP must not impose any charges in respect of handling Complaints from Subscribers, unless the Service Provider can justify that the handling / investigative process for the Complaint is sufficiently burdensome and consuming as to justify the levying of such a charge.
  - b) Where an ISP intends to charge a Subscriber for handling / investigating their Complaint, the charge must not be imposed without prior discussion with the Subscriber, which allows the Subscriber to decide to:
    - Pursue the Complaint and pay the charge;
    - Discontinue the Complaint; or
    - Pursue the matter via an alternate avenue.
  - c) Any Complaint handling charge imposed on a Subscriber must not exceed the total cost incurred by the ISP (for example, the cost to retrieve archived files).
  - d) Where the outcome of a Complaint is upheld in favor of the Subscriber, the ISP must refund any Complaint handling fees paid by the Subscriber for that particular Complaint within 10 (ten) business days<sup>5</sup>.

## 4.1.10 COMPLAINTS REGARDING BREACH OF THESE REGULATIONS BY ISPS

Complaints may be made under these Regulations to the CITC by an ISP about a contravention of these Regulations by another ISP.

<sup>&</sup>lt;sup>5</sup> These examples are not exhaustive as it is recognised that the best practices for dealing with Spam are constantly changing.



## 4.2 E-MARKETING REGULATIONS

The rules and guidelines targeting eMarketing activities are drafted in alignment with SPAM definition, the Bulk SMS service providers' license, the Telecommunications Act and its Bylaws, and the Anti e-Crime Act. The rules and guidelines are listed below:

## 4.2.1 **OBTAINING CONSENT**

In alignment with:

- The opt-in rule outlined in the "The Anti-SPAM Regulatory Policy Framework for the Kingdom of Saudi Arabia."
- The Special Terms and Conditions of Type (B) Class License for Bulk SMS Service, "No message shall be sent to the subscriber without his approval", and
- The Telecommunications Act: which states that the "Misuse of telecommunications services, such as causing damage to the public telecommunications networks or intentionally placing a message of an indecent or menacing nature or which causes panic or disturbance" by any operator, individual, or a juridical person constitutes a violation. (Clause 11 from Article 37 in the Telecom Act).

Commercial Communications should not be sent via e-mail or other messaging systems to Recipients that do not ask to receive such messages unless:

- The Recipient agrees to receive such messages by providing express Consent, or
- There are Pre-Existing Relationship Messages. A pre-existing relationship exists when:
  - The Recipient has purchased a product or service from an organization within the past 18 months; and
  - The Recipient has not unsubscribed or opted-out from commercial or promotional email messages, or otherwise terminated the relationship. or
- There is a new relationship, where the exchange of information via e-mail or other messaging systems is inherent in the relationship, such as the relation between employers and companies, clubs and subscribers, etc. Certainly, such messages must only be in relation to the purpose for which the electronic address was provided. For example, a customer providing his email address while submitting an application to acquire a mobile line might reasonably expect receive messages related to that service. However, the customer may not necessarily expect to receive messages related to another service such as travel services offered by a partnering business, or
- Conspicuous publication of electronics addresses unless otherwise stated<sup>6</sup>. Contact information that are published in a domain generally accessible to the pubic, for example, it appears on a website, newspaper, yellow pages, business cards, etc. may only be used to send messages relevant to the recipient's work-related business, functions, duties, position or role concerned. In other words, consent can not be inferred under this rule:
  - if the publicly advertised address is accompanied by a statement that the account holder does not wish to receive commercial electronic messages,

<sup>&</sup>lt;sup>6</sup> Consent can not be inferred under this rule if the publicly advertised address is accompanied by a statement that the account holder does not wish to receive commercial electronic messages.



- If the electronic address is published in a non-publicly accessible domain such as companies' directories containing email addresses and phone numbers.
- Based on the mentioned criteria, Organizations should define a process to obtain Consent from the Recipients that is clear, accurate and transparent. Moreover, Organization should publish their customer information privacy policy. This would provide the customers with a clear understanding on how the Organization deals with their personal information.

## 4.2.2 EXEMPTIONS

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Saudi Government agencies and statutory bodies are excluded, in accordance with CITC, from obtaining Consent when sending Commercial Communications for public purpose or statutory function, but they should comply with the rest of the principles of these Regulations and obtain prior consent from the CITC.

## 4.2.3 KEEPING RECORDS OF CONSENT

In order to comply with these Regulations, Organizations should keep records of obtaining Consent from the Recipients.

- This principle should be aligned with the existing laws in the kingdom. The records of Consent should include at least the following fields:
  - The name and contact details of the Recipient,
  - The type of Consent i.e. express, pre-existing relationships,
  - The mean of getting Consent i.e. online registration, supplied business card, etc
  - The date of obtaining Consent,
  - Maintaining these records in an auditable form for a period of 12 months.

## 4.2.4 LEGAL CONTENT

Individuals or organizations conducting eMarketing activities must comply with electronic messages' content requirements stipulated in the Bulk SMS providers' license and the Anti e-Crime Act as follows:

- According to the Bulk SMS providers' license: "All ads and/or promotional materials for the service shall contain numbers allocated only for the service advertised. Also, the cost of the message shall be written clearly and shown in the video ads, so that the beneficiaries can have adequate information before obtaining the services."
- As specified in the Anti e-Crime Act:
  - It is a crime to "Develop material and data related to pornography or gambling, which contradicts the general values, Islam, or publish or promote such materials." (Article 6)
  - 2. Take hold for himself or for a third party, through an information network, a computer, or a similar means, of cash money or a voucher or signing such a voucher utilizing a fraudulent way or a fake identity or impersonation if such an action seeks to deceive the victim. (Article 3).

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## 4.2.5 UNSUBSCRIBE OPTION (OPT-OUT)

In all Commercial Communications, Recipients must be provided with a simple and efficient option to unsubscribe from receiving any further messages from the sender. This option should be free, simple to apply, readily available and unconditional.

- In all Commercial Communications, Organizations should include an accurate and efficient way for Recipient to unsubscribe, if they wish.
- Organizations should clearly define the products or services which will be opted-out.
- The unsubscribe option should be free, unconditional, and written in a simple and understandable language such as: (If you no longer wish to receive marketing offers from this organization, kindly click here or email <u>xxx@xxxx.com</u>, or send an SMS to XXXXX number).
- The un-subscription mechanism must be made simple to apply and must not involve complex tasks such as solving puzzles, specialized knowledge not available to the common man, physical travel or other such hardships.
- Organizations should ensure that any Commercial Communications being sent have Functional Unsubscribe Option for a period of 30 days after sending the message.
- Organizations should guarantee that the Recipients do not receive further Commercial Communications after a maximum of 5 days of their un-subscription request being sent.
- Written confirmation must be sent to the recipient of successful un-subscription within the period outlined above.

## 4.2.6 **PROVIDE THE RECIPIENT WITH ACCURATE INFORMATION**

Commercial Communications must clearly identify the sender of the message. In addition, the subject line and body text of the communication must not be misleading, and should clearly reflect the content, origin and purpose of the communication.

- Recipients must be provided with accurate information about the sender and source of the message.
- The Commercial Communication must contain the full Organization name, postal address, email address, telephone number, contact details to which enquires or complaints should be directed.
- Organizations should not falsify the subject line and/or mislead Recipients about the contents and purpose of the communication.
- Organizations shall provide accurate truthful and complete information in the message body and shall not strive to deceive nor swindle the recipient.
- Organization should not use the reply (RE) or forward (FW) options in their communications.
- Even in case where the content is accurately related to the subject line, Organizations should avoid using subject lines such as "Free Offers", "Winning Prizes", etc as SPAM filters typically use such keywords to filter SPAM.



## 4.2.7 SENDING MESSAGES THROUGH SAUDI PROVIDERS

In accordance with the Special Terms and Conditions of Type (B) Class License for Bulk SMS Service, "Any message shall be sent through licensed message centres and telecommunication networks in the Kingdom."

Accordingly, eMarketers, in particular, bulk SMS providers are not allowed to send bulk SMS messages to the Kingdom through external non-licensed providers operating outside the Kingdom.

## 4.2.8 ADDRESS-HARVESTING

Organizations should not supply, acquire or use electronic Address-Harvesting lists for the purpose of sending Commercial Communications.

- Organizations should respect the privacy of people by not using harvested-email addresses for the purpose of sending Commercial Communications without the Recipient's Consent.
- Organizations should not randomly generate email addresses (dictionary attacks) for the purpose of sending Commercial Communications.

## 4.2.9 THIRD PARTY CONTACTS

In accordance with the following:

- The Telecom Bylaw in its clause 1 of article 56: "Confidentiality of User Information prohibits telecom service providers from disclosing users' information except the user's name, address and listed phone number to anyone without the written consent of the user". This implies that all other information about the user stored by the service provider shall be kept private.
- Article 6 of the Anti e-Crime Act in the Kingdom provides for up to five years in prison and a fine of up to 3 million riyals for breaching personal privacy by illegally "sending" private information about individuals using data networks.
- The Anti-SPAM Regulatory Policy Framework for the Kingdom of Saudi Arabia where the use of electronic messaging addresses of individuals and organizations in the Kingdom (e-mail, mobile phone, Bluetooth identifiers, fax numbers, IM names, etc) for purposes other than the reason for which it was collected from the relevant people or entities is prohibited. Misuse of electronic messaging addresses includes:
  - The unapproved use;
  - Use for purposes not intended or approved;
  - The gather of message addresses or phone numbers with intention to sell; and
  - The purchase of collected messaging addresses or phone numbers

Organizations should not disclose their contact lists to a Third Party unless the following conditions occur:

- The Recipients are provided with sufficient information informing them that their details will be disclosed and used by a Third Party i.e. the Recipients Consent is obtained;
- The contact lists are used for a purpose aligned with the same intent at the time of collection of these lists i.e. providing a service related to the purchased product or marketing of related products to the purchased product;

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- The reason lying behind receiving such communications is transparent to the Recipient;
- An opt-out option is provided.

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## 4.3 MOBILE REGULATIONS

The rules and guidelines targeting Mobile SPAM activities are drafted in alignment with SPAM definition, the Bulk SMS service providers' license, the Telecommunications Act and its Bylaws, and the Anti e-Crime Act. The rules and guidelines are listed below.

Licensed Mobile Operators should:

- 1. Include anti-SPAM conditions in all contracts with third party suppliers such as companies and bulk SMS providers. In these third party supplier contracts, conditions should include:
  - a. A commitment to not send or initiate Mobile SPAM;
  - b. A commitment to respect the opt-in consent requirements set by the Saudi Anti-SPAM Policy Framework and relevant Saudi legislation;
  - c. A commitment to provide customers with obvious, clear and efficient means to opt-out of receiving further SMS or MMS Marketing Communications; and
  - d. Potential penalties for breaching the anti-SPAM obligations, including possible suspension and/or termination of contracts.
- 2. Provide a mechanism that ensures effective customer control with respect to Mobile Operators' own marketing communications via SMS or MMS, in-line with the opt-in consent requirements set out by the Saudi Anti-SPAM Policy Framework and relevant Saudi legislation. The means of enabling consent is to provide customers with prior 'opt-in' consent mechanisms (where customers opt-in to receive communications) and/or 'opt-out' mechanisms (where customers are given the opportunity to opt-out of any future communications).
- 3. Ensure that the processes they use to obtain consent are clear and transparent and that records are kept of the type of consent obtained from customers, including:
  - a. The name and contact details of the Recipient;
  - b. The type of Consent i.e. Express, Pre-Existing Relationships;
  - c. The mean of getting Consent i.e. online registration, supplied business card, etc;
  - d. The date of obtaining Consent; and
  - e. Maintaining these records in an auditable form for a period of 12 months.
- 4. Provide customers with obvious, clear and efficient means to opt-out of receiving further operator mobile marketing communications sent via SMS or MMS.
- 5. Publish their customer information privacy policy. This would provide the customers with a clear understanding on how the Mobile Operator deals with their personal information
- 6. Work co-operatively with other mobile operators to investigate cases of Mobile SPAM transmitted across networks and take action where appropriate. This should be done periodically and CITC should be updated in this regard.
- 7. Provide customers with information and resources to help them minimise the level and impact of Mobile SPAM. These should include:
  - Provision of information on operators' anti-SPAM policies, relevant legislation and Saudi regulations;

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- Advice on how to handle incidents of suspected SPAM, through their customer services contacts, in print and/or on their websites; and
- Provision of Mobile SPAM reporting facilities. For example, through their customer services contacts, website and/or via a 'shortcode' for customers to forward suspected Mobile SPAM to.
- 8. Undertake activities designed to minimize the level and impact of Mobile SPAM, including:
  - Ensure that they have an anti-SPAM policy that prohibits the use of the mobile network for initiating or sending Mobile SPAM;
  - Review customer contracts, Terms & Conditions to ensure that up-to-date and relevant anti-SPAM conditions are included. For example, conditions indicating that complaints may be investigated (including co-operation with relevant public authorities as appropriate) and that the operator may terminate its service to a customer who originates Mobile SPAM;
  - Prioritise and investigate customer complaints regarding Mobile SPAM, as appropriate, (subjective statement!) take action and report cases to the relevant public authorities, where appropriate;
  - Monitor networks for signs of Mobile SPAM and take proactive action to eliminate Mobile SPAM, subject to the requirements of Saudi legislation; and
  - Share information on best practice and co-operate with other Licensed Mobile Operators, nationally and internationally, to minimise Mobile SPAM sent across networks. This should include considering the adoption of best practices (such as Mobile Marketing Association (MMA)) recommended techniques (blocking SPAMing sources, filtering) for detecting and dealing with the international transmission of fraudulent Mobile SPAM and/or unsolicited SMS and MMS, which encourage a premium rate response and taking measures to ensure that the operators originating SMS and MMS are correctly identified i.e. to prevent "spoofing" of the sender's identification.

هيئة الاتصارات وتقنية المعلومات

Communications and Information Technology Commission





## 5. APPENDIX

## 5.1 AUP - MICROSOFT

This statement applies to those Microsoft websites and services that display or link to this notice ("Services"). Microsoft prohibits the use of the Services in any manner associated with the transmission, distribution or delivery of any unsolicited bulk or unsolicited commercial e-mail ("SPAM"). You may not use any Services to send SPAM. You also may not deliver SPAM or cause SPAM to be delivered to any of Microsoft's Services or customers.

In addition, e-mail sent, or caused to be sent, to or through the Services may not:

- a) use or contain invalid or forged headers;
- b) use or contain invalid or non-existent domain names;
- c) employ any technique to otherwise misrepresent, hide or obscure any information in identifying the point of origin or the transmission path;
- d) use other means of deceptive addressing;
- e) use a third party's internet domain name, or be relayed from or through a third party's equipment, without permission of the third party;
- f) contain false or misleading information in the subject line or otherwise contain false or misleading content;
- g) fail to comply with additional technical standards described below; or
- h) Otherwise violate the applicable Terms of Use for the Services.

Microsoft does not authorize the harvesting, mining or collection of e-mail addresses or other information from or through the Services. Microsoft does not permit or authorize others to use the Services to collect, compile or obtain any information about Microsoft's customers or subscribers, including but not limited to subscriber e-mail addresses, which are Microsoft's confidential and proprietary information. Use of the Services is also subject to the applicable Privacy Statement and Terms of Use.

Microsoft does not permit or authorize any attempt to use the Services in a manner that could damage, disable, overburden or impair any aspect of any of the Services, or that could interfere with any other party's use and enjoyment of any Service.

If Microsoft believes that unauthorized or improper use is being made of any Service, it may, without notice, take such action as it, in its sole discretion, deems appropriate, including blocking messages from a particular internet domain, mail server or IP address. Microsoft may immediately terminate any account on any Service which it determines, in its sole discretion, is transmitting or is otherwise connected with any e-mail that violates this policy.

Nothing in this policy is intended to grant any right to transmit or send e-mail to, or through, the Services. Failure to enforce this policy in every instance does not amount to a waiver of Microsoft's rights.

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Unauthorized use of the Services in connection with the transmission of unsolicited e-mail, including the transmission of e-mail in violation of this policy, may result in civil, criminal, or administrative penalties against the sender and those assisting the sender.

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## **5.2 AUP - YAHOO!**

## ACCEPTANCE OF TERMS

Yahoo! Inc. ("Yahoo!") welcomes you. Yahoo! provides its service to you subject to the following Terms of Service ("TOS"), which may be updated by us from time to time without notice to you. You can review the most current version of the TOS at any time at: http://info.yahoo.com/legal/us/yahoo/utos/utos-173.html . In addition, when using particular Yahoo! owned or operated services, you and Yahoo! shall be subject to any posted guidelines or rules applicable to such services, which may be posted from time to time. All such guidelines or rules (including but not limited to our SPAM Policy) are hereby incorporated by reference into the TOS. Yahoo! may also offer other services that are governed by different Terms of Service. For instance, different terms apply to homesteaders on Yahoo! GeoCities or members of AT&T Yahoo! Dial or AT&T Yahoo! High Speed.

## DESCRIPTION OF SERVICE

Yahoo! provides users with access to a rich collection of resources, including various communications tools, forums, shopping services, search services, personalized content and branded programming through its network of properties which may be accessed through any various medium or device now known or hereafter developed (the "Service"). You also understand and agree that the Service may include advertisements and that these advertisements are necessary for Yahoo! to provide the Service. You also understand and agree that the Service may include certain communications from Yahoo!, such as service announcements, administrative messages and the Yahoo! Newsletter, and that these communications are considered part of Yahoo! membership and you will not be able to opt out of receiving them. Unless explicitly stated otherwise, any new features that augments or enhances the current Service, including the release of new Yahoo! properties, shall be subject to the TOS. You understand and agree that the Service is provided "AS-IS" and that Yahoo! assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. You are responsible for obtaining access to the Service, and that access may involve third-party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Service.

Please be aware that Yahoo! has created certain areas on the Service that contain adult or mature content. You must be at least 18 years of age to access and view such areas.

## YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the Service, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration

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form (the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Yahoo! has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Yahoo! has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof). Yahoo! is concerned about the safety and privacy of all its users, particularly children. For this reason, parents of children under the age of 13 who wish to allow their children access to the Service must create a Yahoo! Family Account. When you create a Yahoo! Family Account and add your child to the account, you certify that you are at least 18 years old and that you are the legal guardian of the child/children listed on the Yahoo! Family Account. By adding a child to your Yahoo! Family Account, you also give your child permission to access many areas of the Service, including, email, message boards and instant messaging (among others). Please remember that the Service is designed to appeal to a broad audience. Accordingly, as the legal guardian, it is your responsibility to determine whether any of the Service areas and/or Content (as defined in Section 6 below) are appropriate for your child.

## YAHOO! PRIVACY POLICY

Registration Data and certain other information about you is subject to our Privacy Policy. For more information, see our full privacy policy at http://info.yahoo.com/privacy/us/yahoo/, or if you came from Yahoo! Kids, then see our Yahoo! Kids privacy policy at http://www.yahooligans.com/docs/privacy/. You understand that through your use of the Service you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by Yahoo! and its affiliates.

## MEMBER ACCOUNT, PASSWORD AND SECURITY

You will receive a password and account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Yahoo! of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Yahoo! cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5.

#### MEMBER CONDUCT

You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. This means that you, and not Yahoo!, are entirely responsible for all Content that you upload, post,

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email, transmit or otherwise make available via the Service. Yahoo! does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Service, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will Yahoo! be l iable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service.

You agree to not use the Service to:

upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

harm minors in any way;

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impersonate any person or entity, including, but not limited to, a Yahoo! official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;

forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service;

upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;

upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "SPAM," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as shopping) that are designated for such purpose (please read our complete SPAM Policy);

upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges;

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interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;

intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;

provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;

"stalk" or otherwise harass another; and/or

collect or store personal data about other users in connection with the prohibited conduct and activities set forth in paragraphs a through m above.

You acknowledge that Yahoo! may or may not pre-screen Content, but that Yahoo! and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any Content that is available via the Service. Without limiting the foregoing, Yahoo! and its designees shall have the right to remove any Content that violates the TOS or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by Yahoo! or submitted to Yahoo!, including without limitation information in Yahoo! Message Boards and in all other parts of the Service.

You acknowledge, consent and agree that Yahoo! may access, preserve and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOS; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of Yahoo!, its users and the public.

You understand that the technical processing and transmission of the Service, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You understand that the Service and software embodied within the Service may include security components that permit digital materials to be protected, and that use of these materials is subject to usage rules set by Yahoo! and/or content providers who provide content to the Service. You may not attempt to override or circumvent any of the usage rules

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embedded into the Service. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the Service, in whole or in part, is strictly prohibited.

### INTERSTATE NATURE OF COMMUNICATIONS ON YAHOO! NETWORK

When you register with Yahoo!, you acknowledge that in using Yahoo! services to send electronic communications (including but not limited to email, search queries, sending messages to Yahoo! Chat or Yahoo! Groups, uploading photos and files to Yahoo! Photos or Briefcase, and other Internet activities), you will be causing communications to be sent through Yahoo!'s computer networks, portions of which are located in California, Texas, Virginia, and other locations in the United States and portions of which are located abroad. As a result, and also as a result of Yahoo!'s network architecture and business practices and the nature of electronic communications, even communications that seem to be intrastate in nature can result in the transmission of interstate communications regardless of where you are physically located at the time of transmission. Accordingly, by agreeing to this Terms of Service, you acknowledge that use of the service results in interstate data transmissions.

Yahoo! Messenger, including any web-based versions, will allow you and the people with whom you communicate to save your conversations in your Yahoo! accounts located on Yahoo! servers. This means you can access and search your message history from any computer with access to the internet. Whether or not you use this feature, other users may choose to use it to save conversations with you in their account on Yahoo! too. Your agreement to this TOS constitutes your consent to allow Yahoo! to store these communications on its servers. From time to time Yahoo! will send you notices through the Yahoo! Messenger Service to let you know about important changes to the Yahoo! Messenger or related Services. Such messages may not be received if you violate this TOS by accessing the Service in an unauthorized manner. Your agreement to this TOS constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed the Service in an authorized manner.

## SPECIAL ADMONITIONS FOR INTERNATIONAL USE

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

#### CONTENT SUBMITTED OR MADE AVAILABLE FOR INCLUSION ON THE SERVICE

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Yahoo! does not claim ownership of Content you submit or make available for inclusion on the Service. However, with respect to Content you submit or make available for inclusion on publicly accessible areas of the Service, you grant Yahoo! the following worldwide, royaltyfree and non-exclusive license(s), as applicable:

With respect to Content you submit or make available for inclusion on publicly accessible areas of Yahoo! Groups, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Service solely for the purposes of providing and promoting the specific Yahoo! Group to which such Content was submitted or made available. This license exists only for as long as you elect to continue to include such Content on the Service and will terminate at the time you remove or Yahoo! removes such Content from the Service.

With respect to photos, graphics, audio or video you submit or make available for inclusion on publicly accessible areas of the Service other than Yahoo! Groups, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Service solely for the purpose for which such Content was submitted or made available. This license exists only for as long as you elect to continue to include such Content on the Service and will terminate at the time you remove or Yahoo! removes such Content from the Service.

With respect to Content other than photos, graphics, audio or video you submit or make available for inclusion on publicly accessible areas of the Service other than Yahoo! Groups, the perpetual, irrevocable and fully sublicensable license to use, distribute, reproduce, modify, adapt, publish, translate, publicly perform and publicly display such Content (in whole or in part) and to incorporate such Content into other works in any format or medium now known or later developed.

"Publicly accessible" areas of the Service are those areas of the Yahoo! network of properties that are intended by Yahoo! to be available to the general public. By way of example, publicly accessible areas of the Service would include Yahoo! Message Boards and portions of Yahoo! Groups, Photos and Briefcase that are open to both members and visitors. However, publicly accessible areas of the Service would not include portions of Yahoo! Groups that are limited to members, Yahoo! services intended for private communication such as Yahoo! Mail or Yahoo! Messenger, or areas off of the Yahoo! network of properties such as portions of World Wide Web sites that are accessible via hypertext or other links but are not hosted or served by Yahoo!.

## CONTRIBUTIONS TO YAHOO!

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**Communications and Information Technology Commission** 

By submitting ideas, suggestions, documents, and/or proposals ("Contributions") to Yahoo! through its suggestion or feedback webpages, you acknowledge and agree that: (a) your Contributions do not contain confidential or proprietary information; (b) Yahoo! is not under any obligation of confidentiality, express or implied, with respect to the Contributions; (c) Yahoo! shall be entitled to use or disclose (or choose not to use or disclose) such

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Contributions for any purpose, in any way, in any media worldwide; (d) Yahoo! may have something similar to the Contributions already under consideration or in development; (e) your Contributions automatically become the property of Yahoo! without any obligation of Yahoo! to you; and (f) you are not entitled to any compensation or reimbursement of any kind from Yahoo! under any circumstances.

## INDEMNITY

You agree to indemnify and hold Yahoo! and its subsidiaries, affiliates, officers, agents, employees, partners and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or otherwise make available through the Service, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of any rights of another.

### NO RESALE OF SERVICE

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Service (including your Yahoo! ID), use of the Service, or access to the Service.

### GENERAL PRACTICES REGARDING USE AND STORAGE

You acknowledge that Yahoo! may establish general practices and limits concerning use of the Service, including without limitation the maximum number of days that email messages, message board postings or other uploaded Content will be retained by the Service, the maximum number of email messages that may be sent from or received by an account on the Service, the maximum size of any email message that may be sent from or received by an account on the Service, the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time. You agree that Yahoo! has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Service. You acknowledge that Yahoo! reserves the right to log off accounts that are inactive for an extended period of time. You further acknowledge that Yahoo! reserves the right to modify these general practices and limits from time to time.

#### MODIFICATIONS TO SERVICE

Yahoo! reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Yahoo! shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

#### TERMINATION

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You agree that Yahoo! may, under certain circumstances and without prior notice, immediately terminate your Yahoo! account, any associated email address, and access to the Service. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the TOS or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Service (or any part thereof), (e) unexpected technical or security issues or problems, (f) extended periods of inactivity, (g) engagement by you in fraudulent or illegal activities, and/or (h) nonpayment of any fees owed by you in connection with the Services. Termination of your Yahoo! account includes (a) removal of access to all offerings within the Service, including but not limited to Yahoo! Mail, Groups, Messenger, Chat, Domains, Personals, Auctions, Message Boards, Greetings, Alerts and Games, (b) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof), and (c) barring of further use of the Service. Further, you agree that all terminations for cause shall be made in Yahoo!'s sole discretion and that Yahoo! shall not be liable to you or any third party for any termination of your account, any associated email address, or access to the Service.

### DEALINGS WITH ADVERTISERS

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that Yahoo! shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

## LINKS

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because Yahoo! has no control over such sites and resources, you acknowledge and agree that Yahoo! is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that Yahoo! shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

## YAHOO!'S PROPRIETARY RIGHTS

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Yahoo! grants you a personal, non-transferable and non-exclusive right and license to use the object code of its Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, nor to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by Yahoo! for use in accessing the Service.

## DISCLAIMER OF WARRANTIES

## YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YAHOO AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

YAHOO! AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS; (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS; AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM YAHOO! OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

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A SMALL PERCENTAGE OF USERS MAY EXPERIENCE EPILEPTIC SEIZURES WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS ON A COMPUTER SCREEN OR WHILE USING THE SERVICE. CERTAIN CONDITIONS MAY INDUCE PREVIOUSLY UNDETECTED EPILEPTIC SYMPTOMS EVEN IN USERS WHO HAVE NO HISTORY OF PRIOR SEIZURES OR EPILEPSY. IF YOU, OR ANYONE IN YOUR FAMILY, HAVE AN EPILEPTIC CONDITION, CONSULT YOUR PHYSICIAN PRIOR TO USING THE SERVICE. IMMEDIATELY DISCONTINUE USE OF THE SERVICE AND CONSULT YOUR PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING THE SERVICE: DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.

## LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YAHOO! AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF YAHOO! HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

## EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 19 AND 20 MAY NOT APPLY TO YOU.

## SPECIAL ADMONITION FOR SERVICES RELATING TO FINANCIAL MATTERS

If you intend to create or join any service, receive or request any news, messages, alerts or other information from the Service concerning companies, stock quotes, investments or securities, please read the above Sections 19 and 20 again. They go doubly for you. In addition, for this type of information particularly, the phrase "Let the investor beware" is apt. The Service is provided for informational purposes only, and no Content included in the Service is intended for trading or investing purposes. Yahoo! and its licensors shall not be



responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the Service, and shall not be responsible or liable for any trading or investment decisions based on such information.

#### NO THIRD-PARTY BENEFICIARIES

You agree that, except as otherwise expressly provided in this TOS, there shall be no thirdparty beneficiaries to this agreement.

### NOTICE

Yahoo! may provide you with notices, including those regarding changes to the TOS, including by but not limited to email, regular mail, SMS, MMS, text message, postings on the Service, or other reasonable means now known or hereinafter developed.

### TRADEMARK INFORMATION

The YAHOO!, Yahoo! logo, YAHOO! (in Chinese characters), YAHOOLIGANS!, Yahooligans! logo, YAHOO! KIDS, Yahoo! Kids logo, Jumpin' Y Guy logo, DO YOU YAHOO!?, Y!, Y! logo, MY YAHOO!, Y! and Star logo, YAHOO! YODEL, YAHOO! EVERYWHERE, YAHOO! GROUPS, YAHOO! MAIL OUTPOST, YAHOO! VISION, Eyeballs logo, 12 DAYS OF GIVING, 1800MYYAHOO, ACCENTRIC, BETTER JOBS FOR A BETTER LIFE, BINGO, BROADCAST.COM, CAMP YAHOO!, CORPORATE YAHOO!, CYBERSET, EGROUPS, FANTASY CAREERS, FOR ALL THAT SURFING YOU NEED THE RIGHT BOARD, FORTIFIED WITH YAHOO!, FUTUREBUILDER, GAMEPROWLER, GameProwler logo, GEOCITIES, GeoCities logo, GEOCITIES (in Chinese characters), GET LOCAL, Hexagon Design, HOPE FOR THE HOLIDAYS, HOTJOBS, HOW DO YOU MOVE YOUR MONEY?, HUMAN COUPON, IMVIRONMENTS, INKTOMI, INTERNET AT THE SPEED OF YOU, INVOLVEMENT BRANDING, IPO ROW, JT'S BLOCKS, LIVING ROOM ACTIVE, MATCHCAST, NAVAL COMMAND, PERMISSION MARKETING, PERSONAL EDGE, PERSONAL NOTES HOSTED BY DAVE KOZ, RESLEX, RESUMIX, ROCKETMAIL, SAFETY SHIELD, SCALING THE INTERNET, SHOPFIND, SOFTSHOE, SPORTSTREAM and Design, Star Design, STATTRACKER, THE BIG PICTURE, THE EXPERIENCED PROFESSIONAL'S JOB BOARD, THE ORIGINAL TEXAS YA-HOO CAKE CO. and Design, THE WEB'S HOTTEST JOBS, TOKI TOKI BOOM, TRAFFIC CONTROLLER, TRAFFIC SERVER, TURN IT ON, VALUELAB, VIVASMART, WEB CORPS, Web Corps logo, WORD RACER, WORDAHOLIC, WORKWORLD, WWW.HOTJOBS.COM, YEF, and YOUR HOME ON THE WEB trademarks and service marks and other Yahoo! logos and product and service names are trademarks of Yahoo! Inc. (the "Yahoo! Marks"). Without Yahoo!'s prior permission, you agree not to display or use in any manner the Yahoo! Marks.

NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT

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Yahoo! respects the intellectual property of others, and we ask our users to do the same. Yahoo! may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who may be repeat infringers. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide Yahoo!'s Copyright Agent the following information:

An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;

A description of the copyrighted work or other intellectual property that you claim has been infringed;

A description of where the material that you claim is infringing is located on the site;

Your address, telephone number, and email address;

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Communications and Information Technology Commission

A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;

A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Yahoo!'s Agent for Notice of claims of copyright or other intellectual property infringement can be reached as follows:

By mail: Copyright Agent c/o Yahoo! Inc. 701 First Avenue Sunnyvale, CA 94089 by phone: (408) 349-5080 By fax: (408) 349-7821 By email: copyright@yahoo-inc.com

## GENERAL INFORMATION

Entire Agreement. The TOS constitutes the entire agreement between you and Yahoo! and governs your use of the Service, superseding any prior agreements between you and Yahoo! With respect to the Service. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other Yahoo! services, affiliate services, third-party content or third-party software.

Choice of Law and Forum. The TOS and the relationship between you and Yahoo! shall be governed by the laws of the State of California without regard to its conflict of law provisions.

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You and Yahoo! agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Santa Clara, California.

Waiver and Severability of Terms. The failure of Yahoo! to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

No Right of Survivorship and Non-Transferability. You agree that your Yahoo! account is non-transferable and any rights to your Yahoo! ID or contents within your account terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all contents therein permanently deleted.

Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The section titles in the TOS are for convenience only and have no legal or contractual effect.

VIOLATIONS

Please report any violations of the TOS to our Customer Care group.



## 6. GLOSSARY

No.	Acronym	Meaning	
1.	Acceptable Use Policy	The policy of a Service Provider governing the appropriate use amongst other things of email and the Service Provider's network and services, or any terms and conditions upon which a Service Provider provides an email service, including where appropriate the grounds on which a Subscriber's service can be terminated by the Service Provider.	
2.	Address Harvesting	Gathering email addresses lists using automated means from websites or other online sources.	
3.	Anti-SPAM Policy Framework	The Saudi Anti-SPAM Policy Framework sets up a scheme for addressing electronic SPAM messages within the Kingdom of Saudi Arabia.	
4.	Anti-SPAM Policy Rules	A list of detailed requirements to comply with the Saudi Anti-SPAM Policy Framework	
5.	Bulk	The electronic messages that are typically sent in large numbers to email addresses and mobile phone numbers.	
6.	CITC	The Communications and Information Technology Commission.	
7.	Commercial Communication	The communication of advertising, marketing or promotional material, which is directed to a Recipient via different communication means.	
8.	Complaint	In respect of these Regulations – a Complaint is an expression of dissatisfaction relating to actions taken by Organizations under these Regulations. The complaints are received by four means: Email, Online Form, Fax and In person.	
9.	Consent	The permission that legislators or regulators wish to require from the sender before sending messages. For the purpose of these Regulations it means Express or Inferred Consent;	
10.	Content	All forms of information and, without limitation, include text, pictures, animation, video and sound recording, separately or combined and may include Software	
11.	Dictionary attacks	Automatically generating addresses based on words from dictionary, common names and numbers	
12.	Electronic Address	<ul> <li>An Electronic Address includes but is not limited to:</li> <li>An email address</li> <li>An Electronic Address in connection with an instant messaging service; and</li> <li>A telephone number.</li> </ul>	

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No.	Acronym	Meaning	
13.	<b>Express Consent</b>	An active step taken by a Recipient to indicate Consent.	
14.	Functional Unsubscribe Option	an electronic account holder to withdraw Consent by indicating to	
15.	Implicit/Inferred consent	A consent which generally can be inferred from the conduct and/or other business relationships of the recipient	
16.	Internet Service Provider (ISP)	<ul> <li>An ISP is a service provider that offers a set of services including some or all of the following:</li> <li>1. Dialup Internet Access.</li> <li>2. Broadband Internet Access.</li> <li>3. Email.</li> <li>4. IP Allocation and Assignment.</li> <li>5. Web Design and Hosting.</li> <li>6. Data Centers, Equipment Hosting, etc.</li> <li>7. Network Monitoring.</li> <li>8. DNS Registration Subject to Applicable Regulations.</li> <li>9. Internet Content Publishing.</li> </ul>	
17.	IP Spoofing	10. Internet Advertising. An IP address indicating that the message is coming from a trusted host.	
18.	Mobile Operators	Telephone companies that provides services for mobile phone subscribers.	
19.	Mobile SPAM	The unsolicited electronic message that contains commercial or objectionable content transmitted without prior consent through mobile (Including MMS and SMS)	
20.	Organizations	<ul> <li>All types of Organizations in the Kingdom of Saudi Arabia including but not limited to:</li> <li>Sole traders that describes any business that is owned and controlled by one person, although they may employ workers;</li> <li>Partnerships;</li> <li>Bodies corporate; and</li> <li>Others.</li> </ul>	

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No.	Acronym	Meaning	
21.	Pre-Existing Relationship Messages	The messages that sent based on the following relations:	
		<ul><li>(i) The Recipient has purchased a product or service from an organization within the past 18 months; and</li></ul>	
		<ul> <li>(ii) The Recipient has not unsubscribed or opted-out from commercial or promotional email messages, or otherwise terminated the relationship.</li> </ul>	
22.	Recipient	Any person or organization that receives or may receive a Commercial Communication.	
23.	Regulations	The Anti-SPAM Regulations for the Kingdom of Saudi Arabia	
24.	Report	A notification to a Service Provider that SPAM appears to have been sent through the Service Provider's network, or that there appears to have been a breach of the ISP's Acceptable Use Policy by a Subscriber of the Service Provider that is related to SPAM.	
25.	SMS or MMS Marketing CommunicationsMessages designed to promote, directly or indirectly, the goods, services or image of any person pursuing a commercial activity or exercising a regulated profession.		
26.	SPAM	Any unsolicited electronic message that contains commercial or objectionable content transmitted without prior consent through various communication modes including, but not limited to, e-mails, Mobile Messaging, fax, Bluetooth and instant messaging services	
27.	SPAM Filter	Any product (including software), device solution or service that is designed to minimize, eliminate or quarantine suspected SPAM.	
28.	Subscriber	An End User with a contractual relationship with a Service Provider.	
29.	Third Party	Someone other than the Recipient to whom the information relates including but not limited to, referrals and swapped, rented or purchased lists.	

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