

## SMS Service Description

1. Services feature a solution that will enable Parties to deliver Mobile Terminated SMS to local mobile networks in KSA through their respective Platforms.
2. Services include:
  - a) Connectivity between both Parties' information systems and the Platforms;
  - b) Configuration of the Platforms to receive SMS traffic generated by the Parties and the handling and routing of such SMS traffic to available Network Operators;
  - c) Billing of such SMS traffic processed by each Party; and
  - d) Technical support.
3. In the provision of the Services, and in addition to the provisions set forth under the Agreement, the Parties shall:
  - a) Ensure that connectivity between the other Party's information system and the Platform is tested and operational.
  - b) Route SMS traffic generated by the other Party to available Network Operators;
  - c) Invoice the other Party for all Due Charges relative to the provision of the Services.
  - d) Manage all contractual relationships with Network Operators to ensure the operability of the Services; and
  - e) Provide technical support.
4. Service will be operated in accordance with CITC regulations, First party shall be obligated with its bylaws, such as but not limited to:
  - A. Adhere to the regulations in force in the Kingdom of Saudi Arabia and not to send any messages that Contain content that violates any of those regulations, including the content of links in the message body.
  - B. When the sender sends SMS containing OTP, the sender must explain in SMS to the end user the reason for sending OTP and not just sending it.
  - C. Refrain from contracting to purchase and send Bulk SMS with service providers not authorized by CITC.
  - D. Full commitment to sending Bulk SMS according to the correct classification of the sender's name, and complete abstinence from sending messages in violation of the classification, such as sending promotional messages through the name of a service sender or sending service messages through the name of promotional sender and the like.
  - E. Refrain from sending promotional campaign messages by sending them from their systems to the systems of SMS providers (system to system).
  - F. If the sender wishes to send any promotional message to the end user, he/she must abide by the following:

- Giving the end user the choice to expressly agree to receive promotional messages or not, and the consent contained in privacy policies and service contracts is not considered, and the sender shall provide proof of consent.
  - Enabling the end user to request to stop receiving promotional messages at any time and through traditional and electronic channels.
  - Stop sending any other messages after receiving a request to stop sending promotional messages within a period not exceeding (24) hours from receiving the suspension request.
  - Sending a notification confirming the activation or suspension of sending promotional messages after receiving a request to do so.
- G. Before sending any awareness message to the end user, the sender must adhere to the following:
- Coordination with its regulators, before sending awareness messages to the end user.
  - The official name of the sender should be appended to the text of the message.
  - The number of messages sent from the sender to the user shall not exceed one message per day, or as determined by CITC.
- H. Refrain from sending promotional and awareness messages from 10:00 pm to 09:00 am daily, and in the blessed month of Ramadan from 01:00 am to 12:00 pm KSA time.
- I. The sender shall not be entitled to send promotional SMS from a mobile phone number.
- J. Not to use dictionary attack or address harvesting software, and electronic addresses obtained by this software shall not be used.
- K. The validity of sending SMS shall be according to the following:
- Government agencies may send awareness, service and warning messages.
  - Private agencies may send promotional, awareness and service messages.
  - Individuals may send personal messages.
5. The first party has the right to suspend access to the service for any period it deems appropriate after sending a warning to the second party at least (24 hours) before suspending the service, in the following cases:
- a. Violation by the second party of any article of this agreement.
  - b. Causing complaints against the first party due to misuse of that service.
  - c. Using the service in opposition to the provisions of Islamic law or customs of the Saudi society.
  - d. Failure to fulfill any dues owed by him under this agreement.