

## Terms and Conditions (Advertising Bulk SMS)

- (1) PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES. You may print a copy of these Terms for future reference.
- (2) The terms “User, Users” in these Terms and Conditions refer to the subscriber(s) of Asiacell Telecommunications PJSC.
- (3) The terms and conditions set out the manner in which Asiacell provides its services to subscribers. These Terms and any Service Conditions and the contract between Asiacell and the Subscriber constitute the nature of the relationship between them.
- (4) Asiacell’s SMS advertising service is the most appropriate and most successful means of the direct communication, which it provides the opportunity for employers to publish the news of their advertised merchandise by reaching to a large group of subscribers of mobile networks at the same time, in order to inform them about the latest special offers and promotions at the scheduled time and place to be set all over Iraq
- (5) The requester for this service who is mentioned as “The Business Customer” in these terms and conditions must sign a request for authorizing Asiacell to send the agreed message on their behalf with the sender name/ID, and the number of SMSs. In the event of payment of business customer’s dues and bears full legal responsibility regarding to the message content.
- (6) Asiacell gives users the option to provide a list of recipients; to whom the SMSs will be sent or will be selected by Asiacell and within the required number of SMS to be sent.
- (7) In the event of a request to send randomly selected advertising messages, the user can specify the classification of the requested numbers, such as the geographical area (city, province, age group, gender... etc.).
- (8) The business customer can provide the requirements of date and time to send the SMS.
- (9) Asiacell is committed to protecting the personal information of its subscribers and is not shared with any party whether the numbers are provided by the subscriber or by Asiacell for transmission.
- (10) Bulk SMS bundles are mainly two options: these bundles and options are only for on-net SMS:

Option (1): Once-off payment, the business customer should choose a bundle based on number of SMS that he needs to send within 12 months. The full amount of payment is determined by multiplying number of SMS (bundle) by the price of each SMS. The full amount of payment will be deposited prior to message being sent.

<b>Option-1once off payment</b>			
<b>Min SMS no.</b>	<b>Max SMS no.</b>	<b>Price (IQD)</b>	<b>Validity duration</b>
1,000	50,000	40	12 months
50,001	500,000	35	
500,001	1,000,000	20	
1,000,001	3,000,000	15	
3,000,001	5,000,000	10	

Option (2): 12-month contract, the business customer should choose a bundle based on the number of SMS that he needs to send each month for 12 months. The business customer should sign a contract with Asiacell that he will buy the bundle (number of SMS) each month until end of 12 months. The full amount of payment is determined by multiplying the monthly bundle (number of SMS) by the price of each SMS. The amount of payment will pay each month prior message being sent.

<b>Option-2 12-month contract</b>			
<b>Min SMS no.</b>	<b>Max SMS no.</b>	<b>Price (IQD)</b>	<b>Min Contract</b>
1,000	10,000	40	12 months
10,001	100,000	30	
100,001	500,000	15	
500,001	1,000,000	10	
1,000,001	3,000,000	9	

- (11) The price of off-net SMS is fixed regardless of number of SMS, example IQD 40.
- (12) All the prices mentioned in the bundles are in IQD.
- (13) Below is an approximate calculation of the count of SMSs to be charged depending on the Language:
  - For English 160 Character=1 SMS - from 161 to 306 = 2 SMSs, and so on
  - For Kurdish 70 Character=1 SMS - from 71 to 134 = 2 SMSs, and so on
  - For Arabic 70 Character=1 SMS - from 71 to 134 = 2 SMSs, and so on
- (14) To send commercial bulk SMS, the requester of the message must provide the initial content and full details targeted segments with their plan including:
  - (a) Languages that they want the SMSs to be broadcasted
  - (b) List of recipients / MSISDNs
  - (c) The exact date and time of SMSs broadcast
  - (d) The mechanism of sending advertising messages.
- (15) Commercial and business SMS texts need to be reviewed/checked and approved by Asiacell. Asiacell has the right to reject/modify the subscriber's SMS request if it does not meet the criteria and controls followed by Asiacell (political, religious and offensive messages).
- (16) Users of Asiacell lines have the right to receive or refuse advertising messages sent from Asiacell, as Asiacell provides its subscribers with a service that allows them to stop receiving advertising messages by sending 0 to 4151 and to re-receive it by sending 1 to 4151.
- (17) For sending business bulk SMSs, corporate sales should have all the customer's documents including official authority letter signed the managing director along with civil ID and photo of the authorized person
- (18) In Bulk SMS, the sender name/ID can be either alphanumerical (limited to 11 characters), customer MSISDN (13 character (including prefix)), or short code.

- (19) In the event that advertising text messages are sent to out of Asiacell network, only the customer MSISDN is allowed to appear.
- (20) The business customer can check the remaining bulk SMS in his/her bundle through the account manager in the Asiacell Corporate Sales Department.
- (21) Any unsuccessful text message sent or rejected by the recipients will not be compensated when the commercial customer provides a list of recipients.
- (22) Delivery report can be provided to customer upon request. It shows only the percentage of SMS that was not successfully sent and that was rejected.
- (23) The advertising text message period to send is every day from 9:00 AM to 9:00 PM.
- (24) The business customer should communicate with the account manager in the Asiacell Corporate Sales Department, to subscribe to the SMS advertising bundle.
- (25) The business customer can cancel the service at any time, but the remaining SMS amount agreed in the contract cannot be recovered.
- (26) Advertising messages are sent to inside Iraq only.
- (27) The remaining unused SMS cannot be transferred to another sender. It should only have one sender.
- (28) The authorized person of the company, organization or authorized employer may submit a written request to the Asiacell Corporate Sales Department for the purpose of obtaining this bundle.
- (29) Users can enquire about this service by calling the corporate subscribers service number 323 (free of charge).
- (30) The quality of services is sometimes subject to factors outside Asiacell's control. Due to the nature of the Services, Asiacell cannot guarantee that the Services will be available in all areas at all times, or that they will be without any disruption arising from the disruption or discontinuation of the Services. Asiacell may occasionally perform maintenance work on its networks and correct faults, which may lead to interruption of services.
- (31) The user is responsible for providing accurate and up-to-date personal information supported by valid and original documents and as stipulated in applicable laws and other relevant orders and instructions issued by official authorities.
- (32) The user must inform Asiacell when any of the personal information provided changes within (3) days of the change occurrence.
- (33) Asiacell has the right to change, cancel or modify the Service, Offer or any provision of these Terms and Conditions without reference to the User(s). In the event that any of these changes may have negative consequences for the user, Asiacell will inform the user before applying them and the user will have the choice to continue using the service or not.
- (34) Asiacell shall not be liable to Subscriber or any of its Consumers for any loss of business, revenue, profits, anticipated savings, loss of any data, or any indirect or consequential loss suffered by Subscriber or its Consumer.
- (35) For more information about the terms and conditions of our products and services, please visit the Asiacell website: <http://www.asiacell.com/>.
- (36) The Arabic version shall be considered for the interpretations of these Terms & Conditions, Legal and other similar purpose(s), and in case of conflict between the versions of these Terms & Conditions, the Arabic version shall prevail.

- (37) The user is obligated to pay all amounts of taxes or alike that are imposed by the state on the user at any time during the validity period of the contract or the renewal periods, be paid by the user and in manner determined by the law and relevant regulations.
- (38) Asiacell is not responsible for any errors or omissions, or for the results obtained from the use of this information. All information in this terms and conditions is provided "as is", with no guarantee of completeness, accuracy, timeliness or of the results obtained