

## Spam Regulation

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Consumer Affairs Department

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## 1. Chapter 1 – General

### Article (1) Definitions

- a. The terms, words and phrases used in this Regulation on Spam shall have the same meaning as are ascribed to them in the Telecommunications Law 34 of 2006 (the Telecommunications Law) and the Executive By-Law 1 of 2009 to the Telecommunications Law (the By-Law), and the Telecommunications Consumer Protection Policy (the Consumer Protection Policy) unless expressly defined in the regulation or the context in which they are used requires otherwise.
- b. The following terms shall have the following meanings:

*Table 1: Definitions*

<b>Applicable Regulatory Framework</b>	includes but is not limited to the laws, by laws, legal and regulatory instruments, that are applicable to any activity that is subject to the Telecommunications Law and the By-Law in the State of Qatar.
<b>Authority</b>	Means the Communications Regulatory Authority of Qatar
<b>By-Law</b>	Means the Executive By-Law of the Telecommunications Law and any subsequent amendments or revision.
<b>Regulation</b>	Means this Spam Regulation.
<b>Commercial Electronic Message (CEM)</b>	Electronic messages that are sent in individual or in bulk for commercial purposes and with the consent of the recipient.
<b>Communications</b>	Means the transmission, emission or reception of writing, signs, signals, images, sounds, data, text or information of any kind or nature by wire, radio, optical or other electromagnetic means of communications, or by any other telecommunications means.
<b>Communications network</b>	any wire, radio, optical or electromagnetic systems for routing, switching and transmitting telecommunications services between network termination points including fixed and mobile terrestrial networks, satellite networks, electricity transmission systems or other utilities (to the extent used for telecommunications), circuit or packet switched networks (including those used for Internet Protocol services), and networks used for delivery of broadcasting services (including cable television networks).

<b>Complaint</b>	<p>Means an expression of dissatisfaction made by a Customer and received by a Service Provider related to:</p> <ul style="list-style-type: none"> <li>a. The Service Provider's provision of telecommunications services to that Customer; or</li> <li>b. The Service Provider's compliance with its legal obligations with respect to the Customer (including those imposed under the Law, the By-Law, the Consumer Protection Policy, the Spam Regulation, the Premium Services Regulation, and the Service Providers Licence),</li> </ul> <p>And where a response or resolution from the Service Provider would reasonably be expected.</p>
<b>Complaints Team</b>	Has the meaning given to it in Article 94 of the By-Law.
<b>Contract for Services</b>	Means a contract for the provision of telecommunications services between a licensee and their customer.
<b>Customer</b>	Means any subscriber or user of telecommunications services, whether such services are acquired for the customer's own use or for resale.
<b>Dispute Resolution Service</b>	Has the meaning given to it in the background to dispute resolution service in the Consumer Protection Policy.
<b>ictQATAR</b>	The Ministry of Transport and Communications
<b>Licence</b>	Has the meaning given to it in Article 1 of the Telecommunications Law 2006. [an Individual or a Class License issued pursuant to Chapter Three of this Law or a Radio Spectrum License in accordance with the provisions of Chapter Four of this Law (the Telecommunications Law)].
<b>Licensee</b>	Has the meaning given to it in Article 1 of the Telecommunications Law 2006. [A person who holds a License pursuant to the provisions of this Law. (the Telecommunications Law)].
<b>Q-CERT</b>	Qatar Computer Emergency Response Team is a Government sponsored organisation under the auspices of ictQATAR (Ministry of Transport and Communications).
<b>Retail Customer</b>	means any Customer that acquires the relevant telecommunications service for his / her own use and does not include a reseller of that telecommunications service.
<b>Retail Offer</b>	means a current, mass-market, retail telecommunications service that is available for consumer subscription and includes, without limitation, such offers as advertised.
<b>Service Provider</b>	has the meaning given to it in Article 1 of the Telecommunications Law: a person that is licensed to provide one or more telecommunications services to the

	public or licensed to own, establish or operate a telecommunications network to provide telecommunications services to the public. This includes providers of information or content provided using a telecommunications network.
<b>Terms of Service</b>	the general terms and conditions on which the service provider provides its telecommunications services to the customers in accordance with the provisions of the Telecommunications Law 2006.
<b>Third party</b>	means any party to which a Service Provider supplies telecommunications services, including subsidiaries and arms of its own business if applicable.

## Article (2) Legal Framework

### Clause (1) Precedence of Legal Instruments

- a. This Regulation establishes the basis of consumer protection against spam and related scams in support of the Consumer Protection Policy and in accordance with Article 49 (3) of the Telecommunications Law.
- b. This Regulation shall form part of the Consumer Protection Framework under the Consumer Protection Policy and alongside the Advertising, Marketing and Branding Code and the Premium Rate Services Regulation.
- c. This Regulation is binding on Service Providers in accordance with Article 49 of the Telecommunications Law, which provides that the Service Providers must comply with the rules, conditions, standards and practices relating to the Consumer Protection Policy.
- d. This Regulation is also binding on persons sending Commercial Electronic Messages in accordance with Emiri Decree No. 42 Establishing the Communications Regulatory Authority. Article 4 provides that the Authority shall be responsible for regulating the communications information technology sector and access to digital media with the aim of providing advanced and reliable telecommunication services across the State and shall have all the powers necessary.
- e. The Spam Regulation should be read in conjunction with related laws and regulations, including:
  1. The Telecommunication Law;
  2. The By-Law;
  3. Emiri Decree No. 42 of 2014 Establishing the Communications Regulatory Authority

4. The Licences;
5. The Consumer Protection Policy;
6. The Advertising, Marketing and Branding Code;
7. The Anti-Spam Guidelines; and
8. Other decisions, orders or regulations issued by the Authority.

There are also other aspects of the Qatari legal framework that are relevant including the e-Commerce Law No. (16) of 2010.

- f. This Regulation is issued without prejudice to other applicable laws and regulations in the State of Qatar, particularly the above referenced laws and other laws and regulations related to consumer protection and spam.

#### Clause (2) Legal Basis

##### The Telecommunications Law

- a. The Telecommunications Law (Articles 4 - 6) empowers the Authority, among other things, to safeguard the interests of telecommunications Consumers and to issue regulations, decisions, orders, rules, instructions, and notices that are transparent and non-discriminatory, with regard to Service Providers or other market participants.
- b. Chapter 10 of the Telecommunications Law on Consumer Protection requires the Authority to set rules that implement Consumer protection measures and govern how Service Providers must deal with Consumers and potential Consumers. Article 50(2), makes provision for the development and implementation of a Consumer Protection Policy which regulates the terms of the provision of services, their approval, publication and advertising.
- c. Article (52) requires Service Providers to have due regard to the privacy rights of Consumers by protecting their information. Service Providers are not allowed to collect, use, retain, or advertise any Consumer information without a Consumer's consent (unless it is permitted by law).

### The By-Law

- a. The By-Law further elaborates on specific Service Provider conduct towards Consumers.
- b. Article 92 requires a Service Provider to tell a Customer the purpose of collecting the Customer's information at or before collection. Further, the Service Provider is legally responsible for the security and safety of the Customer information it collects (Article 92). A Service Provider cannot disclose the information or use it for another purpose without a Customer's consent, except where disclosure is required or permitted in accordance with the applicable laws and regulations of the State of Qatar.
- c. Under Article 96, the Authority may require (and has required) Service Providers to submit to it for approval their terms of service or any related changes to such terms prior to application. Unilateral changes to the Terms of Service are not permitted and prior notification must be provided to Customers of any proposed changes to the approved terms of service.

### Emiri Decree No. (42) of 2014 Establishing the Communications Regulatory Authority (the Authority)

*Emiri Decree No. 42 Article 4* provides the mandate of the Authority:

- a. Article 4(1) authorizes the Authority to set regulatory frameworks for the communications, information technology, and post sector, and access to digital media, to enable optimum performance.
- b. Article 4(3) authorizes the Authority to encourage competition and prohibit or minimize anti-competitive practices.
- c. Article 4(4) authorizes the Authority to protect the rights and interests of the public and service providers in the State of Qatar
- d. Article 4(14) authorizes the Authority to monitor compliance with regulatory frameworks and to take measures to ensure compliance.
- e. Article 4(15) authorizes the Authority to perform any other tasks or functions entrusted to it under the legislation in force.

### Telecommunications Licenses

Service Providers must comply with all conditions in their Licenses and decisions issued by the Authority concerning Consumer protection, pricing and tariffs, and competition (Clause 14).

- a. For the avoidance of doubt:
  - 1. Nothing in the regulation shall be construed or deemed to excuse, disqualify, or modify any obligations to comply with any other laws of the State of Qatar, or other Government entities or any other obligations and legal requirements under the Telecommunications Law, the By-Law, and the Applicable Regulatory Framework;
  - 2. A finding of a breach of the regulation do not preclude the Authority from finding that the same acts or omissions also constitute a breach of another applicable law or regulatory instrument or license condition and so taking enforcement action pursuant to that provision, in addition to taking action over the breach of the Spam Regulation.
- b. In the event of any inconsistency with the Telecommunications Law, the Telecommunications Law will prevail.
- c. To be comprehensive, this Regulation include cross-references and paraphrased summaries of relevant provisions contained in other laws and regulatory instruments, including the Telecommunications Law, the By-Law, the Consumer Protection Policy, the Advertising Code and the Licences (summarised in text boxes below). These are not intended to be exhaustive and the inclusion or omission of cross-referenced provisions does not affect the application or enforcement of the cross-referenced provisions.
- d. The headings used in this Regulation and text contained in the background sections have no legal effect.

### **Article (3) Objectives and Purpose of the Regulation**

- a. The purpose of this Regulation is to set out the particular obligations on senders of commercial electronic messages, licensed Service Providers and their subsidiaries in relation to spam and related scams. Further, the Regulations aim to enhance consumer protection and improve consumer experience of telecommunications through the control of spam. The Regulation will:-
  - 1. Introduce measures to effectively limit the amount of spam in the marketplace;
  - 2. Ensure customers are not inundated with spam;
  - 3. Ensure customers have an effective remedy if they receive spam;
  - 4. Ensure that customers are protected from harassing and illegal commercial practices;

5. Ensure customer information is collected, stored and effectively protected from dissemination for marketing and promotional purposes;
6. Effectively reduce the number of complaints about spam lodged with Service Providers and the Authority; and
7. Assist Service Providers and other in understanding their obligations in controlling spam and protecting consumers.

#### **Article (4) Commencement Date**

The new obligations within this Regulation will come into force immediately following publication in the official Gazette. The existing obligations that are cross-referenced in the Regulation are already in effect.

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## **2. Chapter 2 – Scope and Application**

### **Article (1) Application of the Regulation**

- a. This Regulation applies to any person or organization that sends, or causes to be sent, a Commercial Electronic Message. Some specific obligations apply to Service Providers, these are detailed at part 3.3.
- b. This Regulation shall not apply to a Commercial Electronic Message unless it has a Qatar Link. For the purposes of this Regulation, a Commercial Electronic Message has a Qatar Link if one or more of the following applies:
  1. The message originates in Qatar
  2. The sender of the message is:
    - a. A person who is physically present in Qatar when the message is sent; or
    - b. An entity whose central management and control is in Qatar when the message is sent; or
  3. The device or computer used to access the message is located in Qatar; or
  4. The recipient is:
    - a. An individual who is physically present in Qatar when the message is accessed; or
    - b. An organisation that carries on business or activities in Qatar when the messages is accessed:
  5. It is sent to an electronic address that begins with an international access regulations directly followed by 974.

For the avoidance of doubt, Government or official mass communications in the public interest are exempt from this Regulation.

## **Article (2) Services subject to the regulation**

- a. This Regulation applies to Commercial Electronic Messages transmitted via the following communications services to the extent that those messages are under the control of service providers:
  1. SMS
  2. MMS
  3. Voice calls
  
- b. The CRA may, after consultation, amend the Regulation to add new communications services to the list at paragraph a.
  
- c. For the avoidance of doubt, Commercial Electronic Messages advertising Premium Rate Services are subject to this Regulation, however, the Premium Rate Service messages themselves are not.

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### 3. Chapter 3 – Spam rules

#### Article (1) Privacy protections

##### Background

*Article 52 of the Telecommunications Law 2006* includes requirements that:

- a. A Service Provider shall be responsible for protecting information it holds relating to its Customers and their communications, and must not collect, use, retain or advertise any Customer Information unless the Customer's approval is obtained or as permitted by law.
- b. Service Providers must ensure that all the information submitted is accurate, complete and valid for use.
- c. Customers shall have the right to require that any of their information be corrected or removed.
- d. Article 52 shall not prohibit the lawful access by competent authorities of any confidential information or communications relating to Customers.

*Articles 91 and 92 of the By-Law* include requirements that a Service Provider:

- a. Shall take all reasonable steps to ensure the confidentiality of Customer communications, and shall not intercept, monitor or alter the content of a Customer communication, except with the explicit consent of the Customer or as permitted or required by applicable laws of Qatar;
- b. Shall identify the purposes for which Customer Information is collected at or before collection and shall not, unless permitted or required by law or with the consent of the person to whom the information relates, collect, use, maintain or disclose Customer Information for undisclosed or unauthorized purposes;
- c. Shall be responsible for any Customer Information and Customer communications records which are under its control or in its custody or those of its agents;

- d. Shall ensure that Customer Information and communications records are protected by security and technical safeguards that are appropriate to their sensitivity;
- e. Shall not disclose Customer Information to any person without the Customer's consent unless disclosure is lawfully required or permitted by the General Secretariat;
- f. Shall retain and use all Customer-specific information only for purposes specifically set out in the Service Provider's terms, or in accordance with rules or orders made by the General Secretariat or in accordance with applicable laws; and
- g. Shall ensure that Customers' Information is accurate, complete and updated regularly for the purposes for which it is to be used.

The *Licenses* restrict the treatment of Customer communications and data by a Service Provider.

*Paragraph 22, Part 2 of the Consumer Protection Policy* requires that contracts between a Customer and a Service Provider shall specify the purposes for which the Customer's information may be used and shall provide the ability for a Customer to opt-out of providing their information for any of the stated purposes.

- a. Senders of Commercial Electronic Messages must respect the legal rights of customers to personal privacy and privacy of communications.
- b. Senders of Commercial Electronic Messages must respect the confidentiality of customers' personal information and must not sell or distribute such information to any other party without the express consent of the customer, except where required to do so by law.

## Article (2) Unsolicited Commercial Electronic Messages

### Background

*Paragraphs 70-72 of the Advertising Marketing and Branding Code* relate to direct contact advertisements through phone calls, SMS, emails or other direct contact means:

- a) *Paragraph 70* requires advertisers making direct contact with customers to ensure the frequency of contact for advertising purposes is non-intrusive.
- b) *Paragraph 71* limits the sending of such messages to hours that are commonly acceptable in the State of Qatar as being hours that are suitable to call a third party that is not a close friend or relative. By informal agreement between operators this time period has been established as being between 9pm and 9am.
- c) *Paragraph 72* requires advertisers to provide Consumers with option to opt-out of receiving such messages at no cost.

*The e-Commerce Law* applies to transactions between parties who agree to conduct transactions using electronic communications (*Article 2*). *The e-Commerce Law* also provides guidance on electronic communications of a commercial nature with customers.

Article 53 requires that any electronic communication which is part of an electronic commerce service of a commercial nature must be clearly identifiable as a commercial communication, identify the sender, must not violate public or morals, and regarding any promotional offers or competition must:

- a) Be clearly and accurately identified.
- b) Clearly identify whether it includes any discounts, premiums or gifts.
- c) Any conditions which must be met to qualify are not misleading or deceptive and presented clearly, unambiguously and are easily accessible.

Article 54 provides that:

- a) The service provider shall not send, or require others to send, any electronic communications of commercial nature to any consumer without the explicit consent of the consumer regarding that dispatch.

- b) The consent of the consumer regarding the dispatch shall be presumed to have been obtained in the case of an existing relationship with the service provider which meets the apparent expectation of the consumer to receive the electronic communication provided that the content of the electronic communication is relevant to the purpose for which this relationship has been established and provided that the service provider provides the addressee of the electronic communication with the appropriate opportunity and means to opt out from receiving any further electronic communications, at any time.
- c) The Supreme Council may issue additional rules relating to unsolicited electronic communications.

#### Clause (1) Definition of spam

- a. Spam is defined as unsolicited commercial electronic message/s with a Qatar Link.
- b. Commercial Electronic Messages shall not contain:
  - 1. Fraudulent or deceptive subject headers or content; or
  - 2. Content that is prohibited or contravenes the law of the State of Qatar; or
  - 3. Content that contains any malicious executable code; or
  - 4. Content designed to extract personal information from recipients for fraudulent purposes (phishing).

#### Clause (2) Consent to receive electronic messages of a commercial nature

- a. No Commercial Electronic Message shall be sent without the consent of the recipient.
- b. Consent to receive a Commercial Electronic Message means –
  - 1. **Express consent**, whether given by the relevant electronic address-holder or any other person who uses the relevant electronic address; or
  - 2. **Consent that can reasonably be inferred** where there exists a prior relationship between the sender and the recipient, including but not limited to the following:
    - a. A commercial relationship, such as the recipient's purchasing a product or obtaining a service directly from the sender.
    - b. A business relationship between the sender and the recipient.

- c. Inferred consent should not be assumed from the mere fact that the relevant electronic address or mobile telephone number is available in the public domain.
- d. An individual with the authority to do so may give consent to receive Commercial Electronic Messages on behalf of an organization. It is the responsibility of the organization to determine who has authority.
- e. A person who seeks express consent for sending, or causing to be sent, Commercial Electronic Messages, must:
  - 1. When requesting the consent, set out clearly the purpose or purposes for which consent is being sought, and information to allow identification of themselves and, where applicable, notice of their role as an agent for an organisation.
  - 2. Ensure that the process they use to obtain consent are clear and transparent and that records are kept with the type of consent obtained from customers, including how and when consent was received.
- f. The Commercial Electronic Message sent must bear a reasonable relationship to:
  - 1. the purpose for which express consent was given; or
  - 2. the circumstances under which consent was inferred.
- g. A person who contends that a recipient consented to receiving a Commercial Electronic Message has the onus of proof in relation to that matter.

#### Clause (3) Withdrawal of consent

- a. A person who has received a Commercial Electronic Message may withdraw their consent to receive such messages in the future by replying with or sending a notice to the effect that they no longer want to receive commercial electronic messages from that sender. Senders of commercial electronic messages must ensure that:
  - 1. effect is given to a notice of withdrawal of consent without delay and at least within five business days of receiving the notice; and
  - 2. no further commercial electronic messages are sent to that person after

the withdrawal of consent comes into effect, any such messages shall be considered spam for the purposes of this Regulation.

- b. Commercial Electronic Messages must contain a mechanism to withdraw consent/unsubscribe from further communications. For the purposes of paragraph a (above) the mechanism for withdrawal of consent must:
1. be functional and effective; and
  2. be provided free of charge to the person withdrawing consent; and
  3. state that messages can be unsubscribed from at any time by replying with the words 'STOP' or ['Arabic word'] (which must not be case-sensitive);
  4. allow the recipient to unsubscribe using the same method of communication that was used to send the message (i.e. it is unacceptable to require customers to make a voice call in order to unsubscribe from messages delivered via SMS); and
  5. send a stop confirmation message to the customer to confirm the un-subscription or opt-out.

**Clause (4) Commercial Electronic Messages must include accurate sender information**

A person must not send, or cause to be sent, a Commercial Electronic Message that has a Qatar Link unless –

1. The message clearly and accurately identifies the person who authorised the sending of the message; and
2. The message includes accurate information about how the recipient can readily contact that person; and
3. The information referred to in paragraph (b) above is provided both in Arabic and English; and
4. The information referred to in paragraph (b) is valid for at least 30 days after the message is sent.

**Article (3) Service Provider obligations**

- a. Service Providers have responsibility for ensuring compliance with this Regulation in respect of their own Commercial Electronic Messages and in assisting the CRA with compliance actions against Third Parties as outlined in the following paragraphs.

- b. Service Providers shall ensure that Third Parties are aware of and contractually bound to comply with the Regulation to the extent applicable to them. The relevant provisions of the Regulation shall apply to any person (legal or natural) providing telecommunications services irrespective of whether the actual content, product, service or activity which is the subject of the electronic message service is subject to the Applicable Regulatory Framework.
- c. Service Providers must ensure that they are in a position to enforce, as against Third Parties, any decision of the Authority in the event of finding a breach of the Regulation. Service Providers shall ensure that their Contracts for Service state that:
  - 1. any breach of this Regulation by the customer is also a breach of their Contract for Service with the Service Provider,
  - 2. any such breach of this Regulation may make the customer liable for appropriate contractual penalties and liquidated damages, and
  - 3. a breach of this Regulation are sufficient grounds for the Service Provider to terminate the Contract for Service and to suspend the customer's access to the Service Provider's network.
- d. Service Providers must also ensure that their interconnection services are not used for the transmission of spam.
- e. Service Providers will immediately implement this Regulation after they come into force to amend their existing Contracts for Service to comply with paragraph c. Service Providers are required to keep the CRA informed of their progress towards implementation.
- f. Service Providers shall take measures to make their customers aware of this Regulation including placing a link in a prominent place on their websites, containing information about the Regulation and how to comply with it.
- g. Service Providers should also provide a free of charge, easy to use, service that enables customers to reject or block spam messages sent from some or all electronic addresses, or to unsubscribe, in addition to the requirements specified in Clause 3 paragraph b.

- h. Service Providers must also ensure that their customers are not charged for the delivery of spam messages while roaming outside Qatar.

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## 4. Chapter 4 – Regulation compliance and administration

### Article (1) Enforcement and Penalties

#### Background

*The Consumer Protection Policy paragraph 56 provides that a breach of the policy may be addressed in two ways:*

- a) A Retail Customer who has been adversely affected by a Service Provider's non-compliance with Part 2 of this Policy may make a complaint against that Service Provider, initially through the Service Provider's internal complaints procedures and, if not resolved, through the Dispute Resolution Service.
- b) The Authority may exercise its formal enforcement powers against a Service Provider for breaches of any provisions of this Policy, ensuring that a Service Provider is notified and given an opportunity to remedy any breach prior to the Authority taking action.

Paragraph 57 further states that, when considering use of its formal enforcement powers under Article 56, the Authority will consider utilizing an escalating enforcement regime.

- a. In the first instance, complaints regarding a breach of this Regulation should be made by customers to their Service Provider. If this complaint is not resolved, it shall be referred to the Dispute Resolution Service as per the Consumer Protection Policy. In the event that a Service Provider is not in a position to take appropriate action to address a customer's complaint about spam, the Service Provider shall refer the complaint to the Dispute Resolution Service.
- b. A breach of the Regulation may be identified by the CRA based on consumer

complaints.

- c. A breach of this Regulation shall constitute a breach of the Consumer Protection Policy and shall be subject to the relevant compliance, enforcement and penalty provisions as outlined in that Policy and the ARF.
- d. Parties that routinely cause breaches of the Regulation shall be reported to the Authority by individuals or by Service Providers. Where the CRA receives multiple complaints from Service Providers or consumers about spam originating from a particular individual, organisation and/or number, the Authority may exercise its formal enforcement powers in line with the Consumer Protection Policy.
- e. Where the breach of this Regulation are by a sender of commercial electronic messages the CRA will look to use the Consumer Protection Policy enforcement provisions as if the Sender of the message, or the person who caused the message to be sent, was a Service Provider.

### **Article (2) Defences**

- a. A person who sends an Unsolicited Electronic Message, or causes an Unsolicited Electronic Message to be sent, has a defence if –
  - 1. That person sent the message, or caused the message to be sent, by mistake; or
  - 2. The message was sent without that person's knowledge (for example, because of a computer virus or a malicious software programme.)
- b. A person who wishes to rely on a defence in paragraph a above, has the onus of proof in relation to that matter.

### **Article (3) Duty to assist the Authority**

When requested by the Authority in writing with reasons for such request, Service Providers must:

- a. Provide details and copies of contracts with Customers and parties under enquiry to which they supply services which are suspected by the Authority of

- originating spam,
- b. Provide information about traffic levels, including the number of messages and/or length of calls from any number or electronic address suspected of originating spam, and
  - c. Suspend a customer's access to the Service Providers' network where the customer has been found by the Authority to be originating spam in breach of the regulations; and
  - d. Work co-operatively with each other to investigate cases of spam transmitted across networks and take appropriate actions to resolve those complaints.

#### **Article (4) Education**

The Authority may:

- a. Publish warnings about spam and related scams.
- b. Require Service Providers to warn their customers about potentially harmful scams and spam.
- c. Publish guidance or other material to facilitate public understanding of spam and compliance with this Regulation.

#### **Article (5) Monitoring and Review**

- a. The Authority will monitor the implementation and compliance with this Regulation and may require information and reports which shall be submitted by the Service Provider when required.
- b. The Authority will publish annual results of the number of complaints received regarding breaches of the regulation or otherwise about spam and related scams.
- c. The Authority will review the Regulation as part of its review of the Consumer Protection Policy (as required by Part 5 paragraph 61 of the Consumer Protection Policy).