

SARMADY COMMUNICATIONS ADVERTISING CODE OF PRACTICE

VERSION 1

Introduction

The Sarmady Communications Advertising Code of Practice (“Code”) outlines Sarmady’s Advertising principles, guidelines and terms of usage of Sarmady’s Advertising network by Advertisers. This Code covers the legal requirements and societal responsibilities in relation to the suitability of advertising.

The Advertiser

The advertiser (“Advertiser”) is an organization wishing to advertise their brand, products or services utilizing available mobile advertising inventory on the Affiliate Network and Sarmady Websites. Advertisers could be from a variety of industries that are allowed to carry consumer oriented marketing activities under the Egyptian jurisdiction.

Role of the Code

The role of this Code is to provide general guidelines and information on Sarmady’s advertising program (“Program”). This Code will form an integral part of any contract signed between Advertiser and Sarmady and must be strictly adhered to.

This Code supports Advertisers in complying with legal and regulatory rules and obligations, including but not limited to Consumer Protection Law, but does not provide bespoke legal guidance. Sarmady recommends that Advertisers and Agencies seek independent legal counsel to ensure that the promotional activities they propose to undertake are in compliance with the industry regulations, judicial laws, and governmental rules and in conformance with corporate social responsibility. For the avoidance of doubt, the Code sets the guidelines and rules to support Advertisers to comply with Sarmady’s policies and rules of advertising; however, it is made clear that Sarmady Communications, as a service provider, shall not be accountable for advertising which does not comply with the applicable laws and the rules set herein. The Advertiser acknowledges that Sarmady Communications may exercise its rights to suspend any services immediately, without prejudice to any other rights it may hold, if Sarmady Communications has reason to believe that the Advertiser is in breach of this Code or any applicable laws or regulations provided that Sarmady Communications has notified Client of the breach and Client has not rectified such breach within seven (7) days of receipt of the notice from Sarmady Communications. Advertisers shall comply with this Code when submitting any information to Subscribers, failure of which shall be considered as a breach of this Code and any other agreement in force between Sarmady Communications and the Advertiser.

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I. General Guidelines

This Code is based on Sarmady's principles and guidelines of advertisement and is based on the Egyptian regulatory requirements on data protection, privacy and advertising guidelines. This part covers the general guidelines for mobile advertising when communicating with Subscribers. All mobile advertising offered through the Affiliate Network and/or Sarmady Websites and its associated products and services must comply with these guidelines. Any adverts that may be considered illegal under applicable laws must not be made available through Affiliate Networks and Sarmady Websites.

Privacy

In order to ensure that Subscribers' privacy is maintained, Sarmady will retain control of Subscriber information at all times and will not provide this to third parties for use outside of Sarmady's control. Subscribers' personal information is defined as any information about an identifiable individual. Sarmady believes individuals have a right to know what information an organization holds about them, how it will use the information and who else will be given or have access to the information. Sarmady also believes individuals have the right to correct any information that is wrong. An individual may also make a complaint where they believe that their personal information has not been handled correctly.

Mobile Advertisement Consent

Sarmady by default considers Subscribers to have consented to receive targeted third party advertising for products and services. Subscribers have the ability to opt-out of targeted advertising by whichever mean made available by Sarmady or its Affiliate Network including without limitation texting messages or opt in banners. A Subscriber who has opted out may opt back in to the Program also by such means made available by Sarmady and Affiliate Networks. Please note that consent is solely for the use of personal information to drive targeting or send commercial electronic messaging (e.g. emails, instant messaging, SMS, MMS, WAP Push or other mobile phone messaging). Consent is required for sending targeted advertising such as Push SMS or Push MMS specifically directed at a Subscriber. If a Sarmady service or content is advert supported, the Subscriber will receive advertising regardless. This includes banner advertising on Vodafone *Live!*, advertising on Please Call Me and other Sarmady services.

The Advertiser acknowledges and agree that, when applicable in a specific advert, Sarmady shall ensure that the Subscriber is reasonably informed of the method to opt out and that their personal information is no longer used for advertising purposes once they have opted-out.

Opting-out

Advertising messages sent to the Subscriber should confirm that the Subscriber can opt-out at any time. Advertiser agrees that Sarmady will provide a standard message to be submitted by Subscribers in the event they do not wish to receive any adverts or promotions from Advertiser. Sarmady requires that the Subscriber will not be contacted by the Advertiser to which they have opted-out, by any means or manner, to receive marketing material. Sarmady product and services messages are excluded from the above point, i.e. the Subscriber will still receive promotional messages about Sarmady's products and services even after s/he opts out. Targeted advertising must not be sent to Subscribers who have opted out of receiving marketing information.

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Subscribers must not be sent any advertising of a chargeable nature. Example opt-out from receiving advertising: Text 'STOP' to 2020. Advertiser understands and agrees that Sarmady shall allow Subscribers to opt-out of receiving marketing information at any time. Therefore, Sarmady shall implement appropriate, legally compliant procedures to enable the Subscriber to notify Sarmady or Advertiser if they no longer wish to receive targeted mobile advertising. These procedures shall be easy to follow and must minimize any inconvenience, and be at no cost, to the Subscriber. The Advertiser must comply with any Subscriber notification. No further messages may be sent to a Subscriber who has notified the message sender of their wish to opt-out, unless the Subscriber requests or subsequently consents to the receipt of further messages. A confirmation return message shall be sent to Subscriber at no charge to the Subscriber that a Subscriber's request to opt-out has been acted upon. All messages composed and/or conveyed by Advertisers must contain sufficient information to enable the Subscriber to identify the sender of the message and to allow the Subscriber to contact the sender if they wish to opt out of further messages.

Standardization of the "Stop" command

In order to simplify the opt-out process for Subscribers, Sarmady has adopted a standard opt-out facility for SMS and MMS advertising. Subscribers are able to opt-out of SMS and MMS advertising by replying to any SMS or MMS message received by texting "STOP" to 2020.

Terms and Conditions for Third Party Advertising

If there are separate terms and conditions, for example for a competition or another service that is independent of the consent for marketing messages that will be added on Sarmady Websites or Affiliate's Networks, the Advertiser should gain agreement to these terms and conditions separately from the consent covered in this Code. Accordingly, Sarmady shall post the Terms and Conditions submitted by Client, whereas Sarmady requires the Subscriber to be made aware of the terms and conditions of any service or competition advertised through the Affiliate Network or Sarmady Website prior to agreeing to participate in the service or competition. The terms and conditions must be free and accessible to the Subscriber in a simple manner over WAP or WEB. Where appropriate, terms and conditions screen must be shown, asking the Subscriber to click a link after reading the terms and conditions.

Truth in Advertising

All advertising messages are to be transparent and honest. Advertisements must not be misleading, deceptive or depicted in such a way as to be likely to mislead or deceive a Subscriber in any way. The failure to mention a relevant matter in an advertisement may also be conduct that misleads or is likely to mislead a Subscriber. Advertisers and Agencies shall remain compliant to all laws and regulations in relation to the transparency of the advertisements and shall comply with the international industry standards. Failure to abide by the foregoing shall entitle Sarmady and its subsidiaries, at their discretion, to terminate any ongoing agreements signed therewith immediately.

Disclaimers

These must be conspicuous, clearly stated and specific. Any fine print must not contradict or modify the main advertising message. Advertisers should assess the overall impression given to the Subscriber and should be particularly cautious when an advertisement contains words such as "free" or "unlimited".

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Incentives and Competitions

The Advertiser may offer the Subscriber gifts and prizes as an incentive provided that the Advertiser supplies them as offered. For example, the offer of free content for campaign participation is permissible provided that the free content is available for immediate download on completion of the campaign process. Advertisers must ensure that they clearly disclose any terms and conditions which must be met before the gift or prize is available. Advertisers must make it clear if the incentive takes the form of a competition and whether it entails instant winning or whether it involves a draw. The competition's full details, including terms and conditions and how the competition or incentive works, must also be displayed either on a WAP page, IVR portal or webpage. The Advertiser is responsible for compliance with all applicable laws, including without limitation obtaining any necessary permits, licenses or otherwise as required.

Price

If the submitted advertisement implies any payment from Subscriber's end, whether directly or indirectly related to the service provided under this Code, the price must be clear and not misleading in any way. This will mean giving the full price of the good or service, inclusive of any applicable taxes, and be transparent about any additional costs for items such as postage, commission, handling or other charges. Pricing information must be prominently displayed and easy to understand and where the Subscriber is unlikely to have seen or heard any promotion containing pricing information, the pricing information should be placed at the beginning of the message as well as how the charges will be billed. Under no circumstances, shall the Advertiser submit any SMSs for which Subscribers will incur a charge unless the Subscriber expressly has previously agreed to this.

Affiliation Advertisers must ensure that they do not attribute to a product or service an affiliation or sponsorship which it does not have.

Comparative advertising

Comparative claims must compare like with like, be accurate, objective, fair and not misleading, and in accordance with best practice in industry and commerce. The basis for comparing, testing or applying a discount must be clearly stated. Written substantiation for all comparative claims must be held by Sarmady before publication; enabling Sarmady to be ready to provide this substantiation to regulatory authorities at short notice since competitors are likely to challenge our claims.

Description of Service

The Advertiser shall ensure that any advert is clear to the Subscriber in that it clearly describes what the service is (i.e. a reverse charge text chat service, entertainment service, information service, etc). SMS text messages should not use any implied personal message or other message which creates a false imperative to reply by premium-SMS or by premium rate telephone number. There are no definitive rules as to what may constitute such an invitation - it is up to the Advertiser, to apply common sense. Examples of implied personal messages may include "I fancy you", "I miss you", "I'm lonely do you want to chat?", "where are you?", "Urgent, please call".

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Supply

Advertisers must not offer a product or service if at the time of the advertisement they are aware or should be aware that they are unable to offer a reasonable supply at the advertised price. If the offer is genuinely limited by quantity, time or otherwise, the Advertiser must make it clear in the advertisement how the offer is limited. **For example** "Call 2020 to receive a free gift" means that each Subscriber opting-in must receive a free gift. "Call 2020 for a chance to win a free gift" means that each opt-in Subscriber must have the potential to receive a free gift. "Free Ringtones for the first 1000 Subscribers to participate..." means that only the first one thousand (1000) mobile Subscribers to participate will receive a free ringtone. "Participate for Free Ringtones" means that everyone who participates will receive a free ringtone each time they participate.

Spam and Scams (Contact Details)

Spam is the common term for unwanted commercial electronic 'junk' messages. The Advertiser shall only send commercial electronic messages if they contain accurate and easily identifiable information about the Advertiser. The Advertiser is responsible for ensuring that any third party that sends advertisements on its behalf has accurate information about the Advertiser. It is not necessary for the third party's details to be on the advertisement. The Advertiser must state its full company name but may for brevity refer the Subscriber to a web-site or call centre number for further information about the Advertiser. Sarmady recommends adding the words "From [full company name]" at the beginning of an SMS message, and including the information below in associated marketing and promotional material. Contact details must consist of at least one of the following:

- a full postal address including postcode;
- a telephone contact number (which must not be charged at a premium rate);
- a Call Center number or short code.

SMSs and/or other information sources must not imply that SMSs are sent from Sarmady or that the services are supplied by Sarmady. Any contact information provided by the Advertiser must be accurate for a period of at least thirty (30) days from the date the advertisement is sent. In the event where such contact information is amended, Advertiser shall immediately notify Sarmady or any relevant third party benefiting from such information. A scam may be characterized as a scheme by which an Advertiser may seek to raise revenue and/or generate traffic by undertaking activities which are not in accordance with this Code. Advertising must not be used for conducting or participating in the promotion of a scam under any circumstances. The decision of whether any individual communication constitutes a scam will be at Sarmady's discretion, based upon accepted community standards.

What Subscriber Information Will Be Used in Advertising?

Sarmady's mobile advertising inventory can be targeted using three main types of information: network or service context; Subscriber demographic information; and Subscriber behavioral information. Network or service context-based targeting can be divided into the following categories: content category – advertising content specific to the category (e.g. running equipment on a banner in a WAP sports page); time of day/day of week – advertising varies according to time of day/week following the approach of traditional television; geographic network context – adverts are region specific, similar to television or radio advertising; and device type – device recognition ensures that advertisements display correctly on device (for example music service adverts targeted only at Subscribers with music compatible phones).

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Targeting based on network or service context does not require the use of personal information. This means that attaching advertising to content where the advertising is contextually relevant to the type of content does not raise privacy issues because it is not based on Subscribers' personal information. Therefore, specific Subscriber consent to target advertisements on this basis is not required. There are, however, certain restrictions in relation to context advertising, such as the time of day certain advertisements can be seen. Personal (demographic or behavioral) targeting approaches use information to select the type of advertising seen by individual Subscribers. This can be either in conjunction with, or independently of, the use of context-based advertising. Sarmady considers 'personal' information to include the following, without limitation: **Subscriber information** – name, address, mobile phone number, email address; **Demographic information** – age, gender, home location, socio-economic indicators; or **Behavioral information** – previous content downloads, pages viewed and purchase and spend behaviour. The use of this information helps to: differentiate the Affiliate Network from other forms of media; protect Sarmady's position in the advertising value chain; enable higher CPMs (cost per thousand reach) to be achieved by placing the emphasis on value not volume, i.e. advertising can obtain the same outcome by focusing on a smaller but more desirable audience; enhance the Subscriber experience – it helps ensure that advertising messages are relevant and appropriate for the Subscriber. At no point must Sarmady or Advertisers divulge the Subscriber's mobile telephone number to any other party unless requested to do so by a government agency or as permitted under law.

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II. Advertising Content Guidelines

Sarmady has adopted principles in relation to advertising content as they apply to other forms of media. All advertising on the Affiliate Network and Sarmady Websites will comply with Egyptian advertising guidelines.

Content of Advert

Sarmady has established standards for all advertising content made available via the Sarmady mobile telecommunications networks and associated products.

Illegal Advertising

Advertising which could or would be considered illegal in any Egyptian jurisdiction must not be made available via the Affiliate Network and Sarmady Websites.

Prohibited and Banned Advertising

Any advert shall not be defamatory, obscene, incite racial hatred, or be violent, sexual or abusive in nature as to be reasonably likely to cause serious offence to any group of people.

Exclusivity and Reputation

The Partner and/or the Advertiser shall ensure that any advert shall not contain any content that promotes any competitor or criticizes Sarmady or any other entity within the Affiliate Group, or otherwise brings Sarmady or the Affiliate Group into disrepute or damages the reputation or goodwill of Sarmady, or any other company in the Affiliate Group or any Affiliate mark or brand in any of their operating territories.

'Restricted' Advertising - 'Taste & Decency'

Sarmady reserves the right to direct Advertisers and/or Agencies to take down advertising which Sarmady considers does not meet community standards of 'taste & decency'. This must occur within 24 hours of receipt of the direction from Sarmady. Sarmady has the right to remove any advertising at any time. In considering this right, Sarmady will use the principle that the appropriateness of mobile advertising should be considered in comparison with other advertising communicated through similar channels, e.g. TV or the internet, using current standards as a guide. The foregoing represents guidance only and Sarmady's policy in relation to these products is subject to review and change at any time.