**Standard Form of Agreement**

**GARAJ DIGITAL PARK**

**Racks as a Service**

**The Agreement**

**The Parties**

**Pakistan Mobile Communications Limited** a company duly incorporated and registered under the Companies Ordinance 1984 and having its registered office at DHQ-1 F-8 Markaz Kohstan Road , Islamabad, Pakistan (hereinafter referred to as the “**PMCL**”, “us”, “our”) and **Customer Name**. the Customer, (being an entity subscribing to PMCL for the provision of Rack as a services) agree that by accessing PMCL Rack as a services, you (hereinafter referred to as “The Customer”, “you” and “your”) accept, without limitation or qualification, the terms and conditions contained within the Standard Form of Agreement.

**What is the Standard Form of Agreement?**

The PMCL Standard Form of Agreement (SFOA) sets out the standard terms and conditions of our services and the products we offer. The SOFA is made up of:

1. General Terms and Conditions
2. Service Level Agreement
3. Self Service Portal Pricing Schedule or Executed Proposal (If any)
4. Annexures

The Customer agrees to be bound by the SFOA as executed by PMCL and the Customer on commencement of the Agreement.

**Changes to the SFOA**

PMCL may change the SFOA at any time. We will notify if we change the SFOA in a way which materially impacts the Customer’s use of Rack as a Services, using the means detailed in Notices section.

Where we change the SFOA and notify the Customer, The Customer’s continued use of the Service signifies the acceptance of the updated SFOA.

**Customer Rights**

PMCL offers services to the Customer on the terms and conditions of a “Standard Form of Agreement”.

**Definitions**

**"Agreement"** means this agreement for the provision of the Goods and Services by PMCL to the Customer, which includes this Standard Form of Agreement, the Service Level Agreement and Pricing.

**"Business Day"** means Monday to Friday excluding public holidays in Pakistan.

**“Business Hours”** means 9AM to 6PM every business day.

**"Charges"** means the charges payable by the Customer to PMCL for the Goods and Services as specified on the Self-Service Portal Pricing Schedule, Quotes or other means.

**"Contract Term"** means, in respect of a Service, the contract period specified in the Service Description for that Service.

**"Customer Data"** means all data that is not PMCL Data. Specifically, data or intellectual property that is owned by The Customer and transferred into PMCL for the purposes of using the PMCL service.

**"Early Termination Fee"** means the Charges that are specified as "Early Termination Fee" in the Self-Service Pricing Schedule or Executed Proposal (if any).

“**Grey International Trafficking Services**” includes involvement at any level in organization, termination, routing, carriage, modification, alteration of telecom traffic by licensed or un licensed operator with the intent to avoid associated fees, taxes levied by the Regulator (PTA) or AJ&K Council time to time and/or to conceal or misreport the traffic and the associated information from PTA or other AJ&K Council or international authorities for the gain of any motives other than what is legally allowed.

**"Goods"** means any goods we supply to the Customer, including goods supplied in connection with any Services.

**"GST"** means Goods and Services Tax.

**“Support”** means assistance provided by PMCL to the Customer.

**"Support Hours"** means 24 hours per day, seven days per week.

**"Services"** means the list of services specified on the Self-Service Portal.

**"Scheduled Maintenance"** means maintenance carried out by PMCL where notice has been provided to the Customer by email or by posting a notice on the PMCL website prior to the scheduled event occurring.

**"Standard Form of Agreement"** means this document entitled “Standard Form of Agreement” and includes our Policies.

**Use and Provisioning of the Customer Service**

Upon our acceptance of the Customer’ Order, and execution of thisSFOA by PMCL and the Customer, acontract is formed, and the Customershall be bound by this SFOA and theterms and charges associated with the Service.The relationship between PMCL remains inforce until it is terminated in accordance withthis SFOA.

Customer agrees that, if Customer uses online payment option and provides incorrect information or which is actioned by a third party, Customer will be liable for a resubmission payment to PMCL.

Customer must provide true, current, accurate and complete information as prompted by the registration form. The Customer agrees to keep this information up to date.

Customer will operate in compliance with provisions of all applicable laws (including the laws of PAKISTAN, and in accordance with public order and Pakistan Electronic Crimes Act 2016.

**Permitted Uses.** Customer has the right to use the Space solely for the purpose of (i) installation of the Equipment in the Space, (ii) maintaining the Equipment, (iii) operating the Equipment, and (iv) removing the Equipment (the “Permitted Uses”). Unless otherwise agreed by PMCL in writing, Customer shall perform the Permitted Uses at its sole cost and expense. Customer shall not use or allow or permit the use of the Space for any use or purpose other than a Permitted Use.

Customer shall not publish, distribute or disseminate obscene, defamatory or otherwise unlawful material using the Service.

Customer shall not use the Services to threaten, harass, stalk, abuse, or otherwise violate legal rights (including rights of privacy) of others

Customer shall not use the Service to infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy.

Customer shall be responsible for their Services usage and shall not use the Services nor allow the Services to be used for any unlawful or illegal purposes.

Customer shall, at all times, cooperate with PMCL’s reasonable investigation of outages, security problems, any suspected breach of the SFOA and misuse of the Services.

**Service Activation Prerequisites & SOPs**

**IDRF and Survey**

The Customer will share power & environmental requirements in an IDRF “Installation Dismantling Request Form” which will be provided by the operator.

Upon Approval of IDRF, an on-site Joint Visit (survey) will be scheduled in presence of Site Owner, Facility Management Operations & requestor personal.

Joint Visit will be conducted to identify location (space), Rack Orientation, power sources at breaker level and any further requirements.

Site Access to personal will only be granted after due process of “Site Access Control”.

The Survey Feedback Form will also contain information of NEs/Racks offloading, power-off or dismantling (if any).

All Type of Project based Testing Equipment (BTS, BSCs, Switches or servers) will have proper information of Deployment date and test End Date.

**Work Order**

The Customer upon conducting the Joint Visit will then request Work Order (formal go ahead for installation/expansion/dismantling).

FMPP (facility management power & planning) will be responsible to issue WO to accommodate network expansions.

Work Order validity is 03 weeks from the date of issuance. In case of WO expiry, the Customer will request reissuance for installation & power-up within 07 days. In case of total 30 days’ timeline laps, the request will be considered void. Further request will be treated as New Installation request.

The Customer would have to intimate FMO L1 team POC (mentioned in Work Order) 48hrs prior for execution of the WO (Installation or Power-up).

The Customer will report closure of WO after execution to FMPP team.

All left over would be removed from the site within 03 days after completion of installation scope (Power Accessories verified by FMPP/FML1 team containing issued, Used and remaining material to be signed by the Customer).

FMPP would ensure capacity of power & environment. All accessories for end to end power connectivity i.e. (Power cables, fuses, rack PDU, industrial sockets etc.) would be arranged by the Customer as per initial pre-ordering JV requirements

**Staging**

Unpacking inside the technical halls is strictly prohibited. All Equipment must be loaded and offloaded at “Loading Bay”, a designated area for equipment unpacking and movement inside facility.

All Equipment must be unpacked outside main facility at a designated staging area to avoid dust and dirt entry in main technical facility.

Equipment & Rack Assembly must be carried out at staging area (only server/switch etc. mounting should be done within technical facility.

First Power-up of rack must be done at staging area where facilities are equipped with segregated staging area and provision of power.

In case of absence of a dedicated staging area, racks must be powered on in presence of on-site FMO resource

**Security And Access**

The Customer will raise request for facility access with the operator for all POCs required for installation of equipment. POC name, POC CNIC, POC Designation, POC Contact Number and POC Email address is required for facility access request.

Access will be granted for a maximum of 30 days. The Customer will share updated list of POCs every month for renewal of access. Access for severity 1 production down issues will be catered under emergency protocol. To initiate emergency protocol, the Customer will share list of POCs with details as above with the operator along with details of the issue, through email and phone call (see section 5.2 for details).

The Customer will share a complete inventory of equipment details to be brought to the facility. The inventory will be cross-referenced with physically present equipment by on-ground team.

Surveillance footage of a maximum 21 days will be available; however it is not at the discretion of the Customer to demand for any footage to be shared independently, unless required by court.

In event of removal of equipment from the facility, the Customer will share a complete list of items to be removed with the operator for the issuance of gate pass. No item will be allowed to leave the facility without a gate pass.

**Installation, Cabling and Power up**

Movement and off-loading of any equipment is sole responsibility of the Customer. PMCL will assist the Customer in off-loading equipment from off-loading bay to 3rd party room however PMCL will in no way be responsible for any financial or physical impact to the equipment.

The Customer will provide a complete list of equipment details including quantity, serial and part numbers for inventory record. Facility management team will validate the record against physically present equipment. PMCL will not entertain any request from The Customer for equipment not mentioned in the inventory.

Any equipment to be taken outside the facility from inside will require a gate pass. The Customer will request officially for a gate pass. Gate pass will be issued against all equipment which is present in the inventory list only.

All servers must be mounted in way that they intake cold air from front of cold aisle and emit heat from rear in hot aisle (top & bottom intake/emission will not be allowed)

Single power supply equipment will not be allowed to be powered up in the facility

Power cables entries inside racks shall be sealed properly with fire resistant material

Data cables & Power cables should run on separate paths; route of the power & data cables including cable trays will be decided by the FMO (facility management operations) during prerequisite joint survey.

All type of cable entries inside the rack shall be tagged at both ends (Breaker end & Network Equipment end) by installing party

Racks shall be powered up through appropriate power cables size & industrial sockets as per the work order

All cables & connections must be routed, tightened, and must not be hanging loose

Each rack shall have dedicated grounding connection with signal reference grid

Rack shall be powered up under planned activity time frame

Rack door must be locked (after installation / maintenance activity)

If the customer’s equipment does any damage to the datacentre facility or poses a threat, PMCL has the right to disconnect the Customer’s equipment from power/network as required after intimation to the Customer.

All hardware equipment including SFPs and cabling for internet connectivity will be brought in by the customer.

**Service Cancellation**

The Customer can cancel their Service at any time (if entitled as per respective service agreement form or proposal).

When a service cancellation is requested, we will cancel the service at the end of the billing period in which the request is received.

**Customer’s Removal of Equipment**

Notwithstanding anything to the contrary contained in this Agreement, Customer shall not be permitted to remove any of Customer’s Equipment from the Space or Premises at any time when Customer is subject to an Event of Default, delinquent in meeting any of its payment obligations, or is otherwise in breach of any other material term under this Agreement. Full payment shall be a condition of Customer receiving access to the Space and Premises and Customer’s removal of its Equipment

**Service Termination**

Without limiting the generality of any other clause in this SFOA, PMCL may terminate Customer’s Service immediately by notice in writing if:

1. The Customer has provided PMCL with false or misleading information or the Customer has not provided PMCL with any information that we have reasonably requested for the purposes of this Agreement;
2. The Customer’s nominated payment method is refused or dishonoured, or the Customer fails to pay the amount specified within fourteen (14) days of the due date.
3. The Customer is unlawfully using the Services
4. The Customer has breached any provision of the SFOA
5. It is required under any regulatory requirement or emergency
6. The operations, security or efficiency of a Service is impaired by Customer’s use of Service or Customer Equipment connected to the Service
7. If The Customer’s equipment does any damage to the datacentre facility or poses a threat, PMCL has the right to disconnect The Customer’s equipment from power/network
8. The Customer is in violation of legal requirements pertaining to Grey Trafficking
9. The Customer is found to be in violation of or causes PMCL to be in violation of any sanctions and export controls related legal requirements;

Customer is entitled to terminate the Service(if entitled as per respective service agreement form) at any time by giving a minimum of 60 day’s prior written notice to PMCL.

Upon the Customer providing notice of termination for the respective Service, all Charges including any unbilled amounts shall become immediately payable. Customer shall be billed for all Charges up to and including the last day of the notice period (i.e. the date on which the respective Service is terminated).

**Scheduled Maintenance**

PMCL will endeavour to conduct all Scheduled Maintenance outside of Business Hours. However, PMCL may be required to suspend supply of Service during Business Hours in order to carry out emergency repairs on its systems.

**Fault Reporting & Resolution**

Customers may report service faults via Self-Service Portal “support tab” insert link. The support team will use best efforts to identify and resolve the fault.

It is Customer’s responsibility to maintain and repair any equipment which Customer owns.

**Support Services**

Support Services include 24/7 Support for on-ground operations pertaining to facility, infrastructure and environment alone; during commissioning and general use of the Services in accordance with the SLAs and Responsibility Matrix specified Escalation Matrix . Environment includes power, cooling and fire prevention only.

We shall not provide free support for:

a) Faults that are outside our system; or

b) Customers that do not have an existing active subscription with us.

**Data and Intellectual Property**

**Data Ownership and Responsivity**

At all times, “Customer Data” remains the exclusive property and responsibility of Customer.

**Customer Data Protection**

In addition to the foregoing obligations, the Customer acknowledges that they are, solely responsible for taking steps to maintain appropriate security, protection for Customer login credentials used to access the Customer Data. PMCL’s security obligations with respect to Customer Data are limited to that which would naturally apply to the scope as subscribed on Self Service Portal or Executed proposal (If any). PMCL makes no other representation regarding the security of Customer Data. Customer is solely responsible for determining the suitability of the Services considering the type of Customer Data used with the Services.

**PMCL Equipment**

Unless provided otherwise, PMCL Equipment made available to Customer as part of a Service must be returned to PMCL when the Service ends either due to completion of service term or due to termination, cancelation or nullification. If the Customer fails to return PMCL equipment in accordance with this Clause (“PMCL Equipment”), PMCL may charge Customer for non-return of PMCL Equipment.

Customer shall bear the risk of loss or damage (other than ordinary wear and tear) to provided PMCL Equipment and shall fully insure the PMCL Equipment for risk of loss, theft, destruction, and damage. Customer will be charged for any misuse, neglect and damage made to PMCL’s equipment by the Customer.

**Billing and Payments**

**Billing**

PMCL may bill the Customer for:

1. fixed charges in advance if applicable;
2. recurring charges;
3. variable charges, in arrears, including but not limited to additional rack space, power and internet speed;
4. installation or set-up charges if applicable , before installation occurs or decommissioning charges; or

d) any equipment the Customer purchases from us, on or after delivery;

Bills may include charges from previous billing periods where these have not been remitted

**Early termination Charges:** If a Service that is subject to a committed term is terminated prior to expiry of committed term by the Customer (or by PMCL due to the Customer’s breach of the Agreement), PMCL shall be entitled to charge early termination Charges, which shall include the difference between the yearly and monthly rental Charge for each month of Service rendered during the committed term; and an additional Charge of one month’s rental, and unless otherwise stated, PMCL will not refund any Charges paid in advance for the committed term

**Stolen Credit Card / Payment**

Since the Customer can pay online via credit card / jazz cash / IBFT, any illegal use of payment mechanism or use of stolen / theft card by the Customer shall be sole responsibility of the Customer.

**Disputed Bills**

In the event Customer disputes in good faith any portion of PMCL’s invoice, Customer must pay the undisputed portion of the bill and submit a written claim for the disputed amount, documenting the basis of its claim. All claims must be submitted to Service Provider as soon as is reasonably possible for such Services.

**Payments**

Any charges must be paid to PMCL as per the due date mentioned on the invoice.

The Customer will ensure that its billing address and payment information provided to PMCL remains current at all times.

If the Customer does not pay all of the Charges when due, PMCL may, after giving thirty (30) days written notice:

1. Suspend the usage of the Service either in whole or in relation to any specific part of the Service;
2. charge a late payment or Service restoration charge;
3. take any other debt recovery action as PMCL deems appropriate; and/or
4. terminate all or part of the Service and/or the Agreement

**Taxes**

All payments by the customers to PMCL shall be inclusive of sales tax (if any and as applicable). Payment will be made to PMCL after deduction of applicable withholding taxes as applicable under law. No withholding tax deduction shall be made in case if PMCL will provide valid income tax exemption certificate. In case of deduction, PMCL would be provided withholding tax certificate within 30 days of the deduction on payment.

**Warranties**

PMCL make no warranties that Services will meet the Customer’s requirements, or that Services will be uninterrupted, secure, or error free, or the results that may be obtained from the use of Services, or to the accuracy or reliability of any communication or transmission of data, or the accuracy of any information obtained through Services or that defects in the software used to provide the Service will be corrected.

PMCL make no warranty regarding any Services or any transaction entered into through Services. We take no responsibility for deletion or failure to backup Customer Data. No advice or information, whether oral or written, obtained by Customer from PMCL or through Services shall create any warranty by PMCL.

**Indemnification**

The Customer agrees to fully indemnify PMCL from any claim or demand, arising out of the Service, including any violation of this Agreement by the Customer or any other person using the Customer’s account, except that the Customer shall not be held liable in any way or by means for any indirect, special or consequential damages in connection with the Service, or to the extent any losses suffered by PMCL are contributed to by PMCL’s acts or omissions.

**CONFIDENTIALITY and ISMS**

The Parties shall comply to the Confidentiality and Data Protection provisions detailed in Annex B and Annex C respectively.

The Parties shall comply to the Information Security Management System (ISMS) attached herewith as Annex D and Security requirement attached herewith as Annex IS – 02which shall become an integral part of the Agreement.

**Export Control**

The Customer acknowledges that if a Service includes equipment, Software, services, technical information, training materials or other technical data which, as a result of its provenance or for other reasons, is subject to export or re-export laws and regulations of the PAKISTAN and other countries, provision of the Service may be conditional upon the prior obtaining and issuing of the approvals, authorizations and consents required by the above mentioned laws and regulations and/or upon the obtaining of said laws and regulations

**Assignment and Transfers**

The Customer agrees that PMCL may assign or transfer this Agreement or any of its rights or obligations under this Agreement to an Affiliate or to any successor company (whether by merger, consolidation or otherwise), or to any other person or entity at any time. PMCL shall notify the Customer of any such assignment or transfer.

The Service is provided exclusively for use by Customer. Customer shall not transfer the use of Service to any third party. However, in the event a necessity arises to transfer Customer Account to any Affiliate such transfer shall be requested in writing (together with such supporting documents that PMCL may reasonably require such as a valid trade license, other corporate documentation and/or supporting financial information on the new entity). The transfer of Service shall be done at the absolute discretion of PMCL. In the event of PMCL allowing the transfer of Service to a new person or entity, Customer shall settle all amounts outstanding and may be required to provide an additional deposit before any such transfer.

**Governing Law and Arbitration**

The provisions of this Agreement and the rights and obligations hereunder shall be governed by and construed in accordance with the laws of Islamic Republic of Pakistan.

If the Parties are unable to resolve the matters in dispute relating to, arising out of or in connection with this Agreement within a period of fifteen (15) days immediately commencing from the date of original notice of the dispute(s), then all such dispute(s) shall be finally settled through arbitration by a sole arbitrator mutually appointed by the Parties, or

appointed by the Court having jurisdiction in case of dispute as to the appointment of arbitrator, who shall act under the provisions of the Arbitration Act 1940. The arbitration shall be in accordance with Pakistani laws and place of arbitration shall be Islamabad - Pakistan and the language of the proceeding shall be English. The award of the arbitration shall be binding on the Parties.

**CODE OF CONDUCT & Compliance Provisions:**

Customer acknowledges that it has received copy of the Business Partner Code of Conduct also available at PMCL website

http://jazz.com.pk/assets/uploads/pdf/BP-Code-of-Conduct.pdf (the “Code”) and understands and agrees to the said Code (including all updates of the said Code made from time to time) in the course of this Agreement, including without limitation provisions with regard to anti-bribery and conflicts of interest.

The Customer understands and agrees to comply to the compliance provisions available at <https://jazz.com.pk/cp-annex/>.

**Service Level Agreement**

**Support**

24/7 operations and facility support as per escalation matrix

**Severity Definitions**

**Critical (Severity 1)**

Critical production issue that severely impacts your use of the service. The situation halts your business operations and no procedural workaround exist.

Service is down or unavailable.

A critical documented feature / function is not available.

**Major (Severity 2)**

Major functionality is impacted, or significant performance degradation is experienced. The situation is causing a high impact to portions of your business operations and no reasonable workaround exists.

Service is operational but highly degraded performance to the point of major impact on usage.

**Minor (Severity 3)**

There is a partial, non-critical loss of use of the service with a medium-to-low impact on your business, but your business continues to function. Short-term workaround is available, but not scalable.

**Cosmetic (Severity 4)**

Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; bug affecting a small number of users. Acceptable workaround available.

**Response Time**

Response time is defined as the duration between the time user’s call is received by vendor and the time user gets the acknowledgement/ticket Number and Engineer is assigned.

|  |  |
| --- | --- |
| **Severity** | **Response Time** |
| Critical (Severity 1) | 30 Min |
| Major (Severity 2) | 2 Hour |
| Minor (Severity 3) | 4 Hours |
| Cosmetic (Severity 4) | 8 Hours |

**Service Level Agreement**

The following SLA calculation methodology will apply:

The SLA applies to the aggregate number of minutes that the service is available.

The SLA percentage Infrastructure availability is 99.98% (Rated-3 facility as per TIA) in calendar year.

**Exclusions**

Where the Service is unavailable due to scheduled Systems Maintenance, such period shall be exempted from assessment.

Where Service is unavailable due to events beyond our control, such disruption period shall be exempted. These include the following events:

a) Interruption of Service due to any Force Majeure events including any emergency or regulatory situation;

b) Interruption of Service due to Customer’s applications, equipment, or facilities;

c) Where Customer causes an interruption to Service due to Customer’s acts or omissions, or any use of Service authorised by the Customer;

d) The failure of equipment that is not fully owned and managed by PMCL

e) An increase of data transmitted above the committed rate of internet specified in the most recent Service Order for the Customer

f) Any event outside of PMCL’s control, including but not limited to the following examples:

Periods of emergency maintenance activities.

Denial of service attacks, natural disasters, subramine cable cut, changes resulting from government, political, or other regulatory actions or court orders.

Labour disputes or strikes, acts of civil disobedience, acts of war, acts against parties (including carriers and PMCL’s other vendors), and other force majeure events.

Lack of availability or untimely response time of Customer to respond to incidents that require their participation for source identification and/or resolution, including meeting Customer responsibilities for any prerequisite Services.

Customer's breach of their material obligations under this Agreement.

**Escalation Matrix**

|  |  |
| --- | --- |
| **Level 1** | Abid Khan, Expert FMO  [abid.khan1@jazz](mailto:abid.khan1@jazz)  0300 560 3058 |
| **Level 2** | Muhammad Wasim Ashar, Specialist FMO  w[asim.ashar@jazz.com.pk](mailto:asim.ashar@jazz.com.pk)  0301 4494107 |
| **Level 3** | Account Manager  Regional Head Sales |

**Annex A**

**Scope of Work**

|  |  |
| --- | --- |
| **Service Name** |  |

|  |  |  |
| --- | --- | --- |
| Compute | Qty | Monthly Rate |
| 48U Rack Space |  |  |
| Power (Amps) |  |  |
| Internet (Mbps) |  |  |

**Service Availability**

|  |  |  |
| --- | --- | --- |
| Service | Uptime | Measured |
| Infrastructure Availability | 99.98% (TIA Rated-3 Standard) | Annually |

**Responsibility Assignment Matrix**

|  |  |  |  |
| --- | --- | --- | --- |
| TASKS | FMPP | FMO | Customer |
| Request Initiation | C | I | R |
| Request Review | R | C | C |
| Joint Survey of Site | I | R | R |
| WO Issuance | R | A | I |
| Equipment Installation | I | A | R |
| Equipment Commissioning | I | A | R |
| WO Closure | I | R | R |

**R = Responsible, A = Accountable, C = Consulted, I = Informed**

**Emergency Access**

|  |  |
| --- | --- |
| Emergency Access POC | Response Time |
| Cloud Support:  cloud.support@jazz.com.pk | 30 Min |

**Annex B**

**Confidentiality**

1. The Parties acknowledge and agree that in connection with this Agreement, each Party will have access to information relating to the other Party’s or its Affiliate’s business affairs, operations, products, processes, methodologies, formulae, plans, projections, know-how, IP, market opportunities, suppliers, Agents, marketing activities, sales, software, computer and telecommunications systems, costs and prices, wage rates and records pertaining to finances and personnel (“Confidential Information”) and hereby agree not to disclose any Confidential Information to any third party and not to use any such Confidential Information for any purpose other than as strictly required for the performance of this Agreement. All such Confidential Information is and shall remain the exclusive property of the Disclosing Party and no license shall be implied to be granted with respect to such Confidential Information by reason of the other Party’s access to such Confidential Information. Where Disclosing Party means the Party to this Agreement that discloses Confidential Information, directly and Recipient means the Party to this Agreement that receives Confidential Information, directly or indirectly, from the Disclosing Party.
2. Each Party agrees to protect the Confidential Information of the other with the same standard of care and procedures used by it to protect its own Confidential Information of similar importance and by using at least a reasonable degree of care.
3. Each Party undertakes to use all precautions required to enable it to comply with all the terms of this Agreement and to ensure similar compliance of the same by its employees/ personnel.
4. Exclusions: The receiving Party shall be relieved from this obligation of confidentiality to the extent that any such information:
   1. was in the public domain at the time it was disclosed or has come in the public domain through no fault of the receiving Party;
   2. was known to the receiving Party, without restriction, at the time of disclosure;
   3. was disclosed by the receiving Party with the prior written approval of the disclosing Party;
   4. was independently known by the receiving Party without any use of the disclosing Party's Confidential Information and by employees or other agents of the receiving Party who have not had access to any of the disclosing Party's Confidential Information;
   5. becomes known to the receiving Party, without restriction, from a source other than the disclosing Party.
5. The Parties agree that the terms and conditions of this Agreement shall be treated as Confidential Information and that no reference to the terms and conditions of this Agreement or to activities pertaining thereto can be made in any form without the prior written consent of the other Party. Provided, however, that the general existence of this Agreement shall not be treated as Confidential Information. Further, either Party may disclose the terms and conditions of this Agreement:
6. if required by any Court or other governmental/ regulatory body;
7. if otherwise required by law;
8. to its legal counsel/ arbitrators;
9. in confidence, to accountants, banks, proposed investors or alliance partners and financing sources and their advisors;
10. in confidence, in connection with the enforcement of this Agreement or rights under this Agreement;
11. in confidence, in connection with a merger or acquisition or proposed merger or acquisition, or the like.
12. Upon written request of the disclosing Party at any time during the Extended Term or upon termination, the receiving Party must, at the option of the disclosing Party:
    * 1. promptly return all Confidential Information (or the part thereof required in such request) (including copies) to the disclosing Party in a format and on media reasonably requested by the disclosing Party;
      2. destroy that Confidential Information (including copies) in manner specified by the disclosing Party (other than such copies required to be kept by the receiving Party by law) and promptly certify to the disclosing Party in writing that it has done so;
13. Provided, however, that the receiving Party may retain, in the sole custody of its legal counsel with the written consent of disclosing party, certain categories of Confidential Information identified to the requesting Party and which are reasonably necessary to substantiate compliance with this Agreement or otherwise required for financial, operational or auditing purposes. Any such items will remain subject to the confidentiality obligations of this Agreement. When such retained information is no longer reasonably required, it shall be, according to the instruction received in that regard, either returned to the requesting Party or be destroyed; with written certification thereof being given to the requesting Party.
14. The Parties agree and acknowledge that a breach of any of the provisions of this clause by either Party shall be deemed to be a material breach of the terms of this Agreement by that Party. In case of any breach or leakage of Confidential Information, either party shall inform of other party’s Information Security personnel or Point of Contact (PoC), within forty-eight (48) hours. In case damages caused due to leakage or breach of Confidential Information, either party shall be able to take appropriate action as per applicable law. Where Applicable Law means all applicable laws, legislation, ordinances, rules, regulations, statutes, orders, statutory instruments, edicts, bye-law and collective (labor) agreements, having force of law, including all applicable directions, codes of conduct, recommendations, guidelines, decisions or guidance from government, governmental agencies or regulators, in each case whether local, national, international or otherwise existing from time to time, and as the same may be amended or replaced from time to time of the Territory;
15. A formal procedure shall be in place for incident management and both parties shall identify their PoCs to resolve breaches / incidents but not limited of internal and external cyber-attacks.
16. The provisions of this clause relating to confidentially shall survive for three (03) years from the termination/expiry of this Agreement.

**Annex C**

**Data Protection**

Both Parties shall take all necessary steps to ensure that they comply with license obligations, regulatory requirements, and Applicable Laws. Where ‘Applicable Laws’ means all applicable laws, legislation, ordinances, rules, regulations, statutes, orders, statutory instruments, edicts, bye-laws and collective (labour) agreements, having force of law, including all applicable directions, codes of conduct, recommendations, guidelines, decisions or guidance from government, governmental agencies or regulators, in each case whether local, national, international or otherwise existing from time to time, and as the same may be amended or replaced from time to time.

2. Both Parties shall take all necessary steps not to cause or any of its Affiliates to breach license obligations, regulatory requirements and applicable laws and provide all necessary assistance and cooperation as is required by each Party and its Affiliates in order to maintain such compliance.

3. With respect to Data Controller (Party that controls and owns the data) and Data Processor (Party that process data) Personnel, Data Processor warrants, represents, and undertakes that it shall provide all necessary information to and obtain all necessary specific and informed consents in writing from Data Controller in order to ensure that:

* + 1. Both Parties can comply with its obligations to provide information to its Affiliates and any third party under the terms of the Agreement; and
    2. the processing of the Personal Information of Data Controller Personnel and their Customers as provided for in the Agreement is compliant with the applicable law. Where ‘Personal Information’ means data or Information extracted from data/information or Personal Information which (in each case) relates to Data Controller’s Personnel, Data Controller’s customers and/or any other person connected with the Data Controller and in respect of which the Applicable Laws apply, and includes traffic data;

4. Data Processor warrants, represents, and undertake that they:

* + 1. have and will maintain all necessary registrations and notifications to Regulators responsible for regulating compliance with license obligations, regulatory requirements, and applicable laws;
    2. have and will maintain all necessary registrations and notifications to Regulators and government agencies responsible for security compliance in each country in which Services are provided;
    3. will only process Personal Information in accordance with the Agreement. In the event that a legal requirement prevents Data Processor from complying with regulatory authority's instructions or requires Data Processor to process Personal Information other than in accordance with the foregoing sentence, Data Processor shall, unless such legal requirement prohibits it from doing so, promptly inform Data Controller of the relevant legal requirement before carrying out further processing activities;
    4. will not acquire any rights or interest in Personal Information (except for the limited licence granted under the Agreement);
    5. will maintain proper records of the processing of Personal Information, including details of any processing by its Personnel;
    6. will amend, update, delete or supplement any Personal Information forthwith if Data Controller so requests in order to comply with Applicable Law;
    7. will ensure that all Personnel involved in the delivery of Services are fully trained on their obligations under Applicable Law; and

5. Both Parties will implement appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Information and against any accidental loss, destruction of or damages to Personal Information, including (without limitation) by:

* + 1. taking reasonable steps to ensure the reliability of any Personnel who have access to the Personal Information;
    2. ensuring a level of security appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage and appropriate to the nature of the Personal Information;
    3. ensuring the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
    4. ensuring the ability to restore the availability and access to Personal Information in a timely manner in the event of a physical or technical incident; and
    5. maintaining a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

6. Without affecting its general security obligations, Data Processor will notify Data Controller of any changes that it wishes to implement to its organisational security measures that may affect Personal Information and shall not make such changes if Data Controller determines that such measures will or are reasonably likely to cause a breach of Applicable Law.

7. In the event of a Data Breach, each Party will:

* + 1. immediately notify the affecting Party in writing;
    2. take all steps to mitigate or avoid such Data Breach; and

Where ‘Data Breach’ means a breach of security leading to the accidental, unauthorized, or unlawful destruction, loss, alteration or disclosure of, or access to, Customer Personal Information.

8. Both Parties will not publish, disclose or divulge any of the Personal Information to any third party, nor allow any third party to process the Personal Information on their behalf, unless Data Controller has given its prior written consent. Where Data Collector gives such written consent and Data Processor allows a third party to process the Personal Information, Data Processor shall ensure that the third party only processes such data in accordance with the scope of the consent given by Data Controller and that the third party is bound by the same written data protection obligations that Data Controller is subject to under this section.

9. Each Party will promptly (and within not more than 48 hours of the correspondence being received) provide other Party with notice of, and provide full co-operation and assistance in relation to:

* + 1. any complaint, request or enquiry made in connection with a data subject's rights in respect of their Personal Information; and
    2. any queries, complaints and other correspondence with any Regulator in relation to the processing of the Personal Information;
    3. and Data Processor will respond to any of the foregoing correspondence only after consultation with, and in accordance with the instructions of Data Controller.

10. Without prejudice to above clause, Data Processor will in a timely manner comply with, and support Data Controller to comply with, requests by data subjects to exercise their rights in respect of their Personal Information (including subject access requests).

11. On termination of the Agreement, Data Processor shall cease to use or process any Personal Information received from Data Controller under the Agreement and shall return on demand or, at the request of Data Controller, shall destroy or permanently erase all Personal Information in its possession.

12.1 As directed by the regulatory authority from time to time, both Parties shall ensure confidentiality and privacy of customer’s information and to protect customers’ data from being disclosed to unauthorized persons and third parties, including to Data Processor’s subsidiaries, affiliates and associated companies.

12.2 Both Parties shall comply with any license obligations communicated to it by the regulatory authority from time to time.

12.3 In addition to above, Data Processor is also obligated to ensure confidentiality and protection of privacy of its customers’ information under the provisions of, inter alia, following laws/regulations, including various Standard Operating Procedures (SOPs)/Instructions issued by the Regulator/Government from time to time:

* The Prevention of Electronic Crimes Act, 2016
* The Investigation for Fair Trial Act, 2013
* The Subscribers Antecedents Verification Regulations, 2015
* The Mobile Number Portability Regulations,2005
* The Protection from SPAM, Unsolicited fraudulent and obnoxious communication Regulations, 2009

**Annex D**

**PMCL Information Security Management System Policy Manual for Suppliers**

# **Introduction and Purpose**

Pakistan Mobile Communications Limited (PMCL), also known as Mobilink, is a leading telecommunications service provider in Pakistan and a subsidiary of Veon Ltd.

Through a comprehensive set of information security control objectives and policy statements, this manual explains how ISO 27001 applies within PMCL. The purpose of this Policy is to outline the responsibilities of PMCL to ensure its information assets are sufficiently protected against misuse and harm by PMCL’s users and its candidates for employment.

# **Scope**

The scope of this document covers a set of directives required to be in place to support the implementation of information security in accordance with ISO 27001:2013 standard and business requirement to achieve PMCL goals for the protection and management of PMCL information assets.

All Users including employees of PMCL, contractors and authorized guests (i.e., staff, temporary staff, third-party contactors, affiliates and guests, etc.) shall comply with these directives and follow the appropriate and relevant procedures envisaged under or pursuant to this Policy Manual for Suppliers.

# **Terms and Abbreviations**

In this Policy Manual for Suppliers, unless there is anything repugnant in the subject or context, the following terms and definitions shall have the below meaning assigned to them, however, in case of conflict or inconsistency, the definitions provided in ISO/IEC 27000:2014 (E) shall prevail:

* **Active Directory (AD) / Windows DCompanyin:** means a part of Active Platform based on Microsoft Technology that enables applications to find, use, and manage directory resources (such as user names, network printers, and permissions) in a distributed computing environment.
* **Admin / Super User:** means relevant Users within the IT department with unlimited access or extensive access rights in the application, on database level and/or operating system level.
* **Air-gapped:** means a network security measure employed on one or more computers to ensure that a secure computer network is physically isolated from insecure networks.
* **Asset / Risk Owner:** are generally heads of departments, sections, groups or individuals whose work is most affected by the Asset (s) required to provide their services, and are perceived by the PMCL as the ultimate decision makers when it comes to the management of the Asset(s).
* **Asset Custodian:** are individuals / third party entity in physical or logical possession of PMCL information or information asset. These Assest Custodians are also required to implement, operate, and maintain the security measures defined by information asset owners.
* **Asset:** includes anything that has value to the PMCL.
* **Availability:** means information being accessible and usable upon demand by an authorized entity.
* **Backup:** includes a copy of a file or directory on a separate storage media.
* **Black box testing:** means a method of software testing that examines the functionality of an application without peering into its internal structures or workings.
* **CEO:** Chief Executive Officer.
* **Change Management:** includes Process of controlling changes to the infrastructure or any aspect of services in a controlled manner.
* **Confidentiality:** means the safety, secrecy, protection and non disclosure of information and information assets against unintended or unauthorized access to the standards and directions provided in this Policy.
* **Cryptography:** is a method of storing and transmitting data in a particular form that only those for whom it is intended can read and process it.
* **CTO:** Chief Technology Officer.
* **Data:** includes any Information stored or processed by any information system.
* **DCompanyin Name System (DNS):** means a hierarchical decentralized naming system for computers, services, or any resource connected to the Internet or a private network.
* **Firewalled segment:** refers to the portion of the network protected by a firewall.
* **FTP:** means File Transfer Protocol which is a standard network protocol used to transfer computer files between a Customer and server on a computer network.
* **FTPS:** means an extension to the commonly used File Transfer Protocol (FTP) that adds support for the Transport Layer Security (TLS) and the Secure Sockets Layer (SSL) cryptographic protocols.
* **GCSC:** means Group Cyber Security Center.
* **HR Department:** means Human Resources Department.
* **HSSE:** means Health Safety Security & Environment.
* **HTTP:** means an application protocol for distributed, collaborative, hypermedia information systems.
* **HTTPS:** means a protocol for secure communication over a computer network which is widely used on the Internet.
* **IDS:** means an Intrusion Detection System which is a device or a software application that monitors a network or a system for malicious activity or policy violations.
* **Information Asset:** means piece of information or data, regardless of the format, that has value to PMCL.
* **Information Security (IS):** includes Protection of information from a wide range of threats in order to ensure business continuity, minimize business risk and maximize return on investments and business opportunities.
* **Information Security Event:** means an identified occurrence of a system, service or network state indicating a possible breach of information security policy or failure of safeguards, or a previously unknown situation that may be relevant to security.
* **Information Security Governance (ISG) Team:** means a group of employees in PMCL who are responsible for the establishment, implementation, operation, monitoring, review, maintenance and improvement of the ISMS for the defined scope and boundaries.
* **Information Security Incident:** is a Single or a series of unwanted or unexpected information security events that have a significant probability of compromising business operations and threatening information security.
* **Information Security Leadership (ISL):** means a group of employees in PMCL who are Responsible for providing oversight to the information security activities at the organization level and ensuring that overall PMCL Information Security plans and objectives are met.
* **Information Security Management System (ISMS) Coordinators: means** a group of employees in PMCL who are Responsible for monitoring compliance with ISMS Policies and Procedures within their respective operational units.
* **Information Security Management System (ISMS):** means set of policies and processes established by management to assess the security requirements, develop and implement controls, evaluate effectiveness of controls and implement improvements continual improvement process.
* **Integrity:** means accuracy and completeness of information.
* **Intellectual Property Rights (IPR):** means protections granted to the creators of IP, and include trademarks, copyright, patents, industrial design rights, and in some jurisdictions trade secrets.
* **Interested Party / Stakeholder:** means such person(s) or organization (s) that can affect, be affected by, or perceive themselves to be affected by, or perceive themselves to be affected by a decision or activity.
* **iOS jailbreaking:** is the removal of software restrictions imposed by iOS, Apple’s operating system, on devices running it through the use of software exploits.
* **IPS:** means an Intrusion Prevention System which is a network security threat prevention technology that examines the network flow to detect and prevent vulnerability exploits.
* **ISO:** means International Organization for Standardization.
* **IS Manager:** means an employee at a managerial position responsible for managing Information Security of an organization.
* **Enterprise Support & Services (ESS):** Looks after Nationwide IT Helpdesk Support including End User Computing, IT Tier 2 Support, Unified Communication [VC] and Enterprise Security Operations & Planning.
* **LDAP:** means Lightweight Directory Access Protocol (LDAP) which is a software protocol for enabling anyone to locate organizations, individuals, and other resources such as files and devices in a network, whether on the public Internet or on a corporate intranet.
* **Local Laws:** Laws applicable within Pakistan.
* **Malicious Activities:** Any activity specifically intended to cause harm to an organization or its computing resources.
* **NDA:** means Non-Disclosure Agreement.
* **NOC AMT:** means a Network Operations Center – Access Management Team, a centralized group within PMCL responsible for managing Access Management over information Asset(s).
* **Outlook Web Access (OWA):** means establishing access to Microsoft Exchange Server mailbox from almost any web browser.
* **Password:** means secret words, letters, numbers, symbols, characters, phrase or any combination thereof in electronic form that must be used to gain access/admission to the system.
* **Penetration testing:** means the practice of testing a computer system, network or Web application to find vulnerabilities that an attacker could exploit.
* **PMCL Users:** Are users with access to PMCL information and information processing environment categorized into the following user groups:
* Permanent / Contractual Staff
* Trainees / Interns
* Company / Third-party Service Providers
* Guests
* **PMCL:** means Pakistan Mobile Communications Limited.
* **Policy:** Intentions and direction of PMCL as formally expressed by its Top Management pursuant to the ISMS Policy Manual (which shall be furnished upon request) or relating to or for the purposes of Information Security Management Systems
* **Procedure:** means specified and prescribed way to carry out an activity or process.
* **Public networks:** means a type of network wherein anyone, namely the general public, has access and through it can connect to other networks or the Internet.
* **Root Cause Analysis**:is a method of problem solving that tries to identify the root causes of faults or problems. A root cause is a cause that once removed from the problem fault sequence, prevents the final undesirable event from recurring.
* **Recovery:** means retrieval of data/operations/services/information/Asset (s) in case of disruption.
* **Risk Assessment:** means overall process of risk identification, risk analysis and risk evaluation.
* **Risk:** mean effect of uncertainty on objectives.
* **S/MIME:** means Secure/Multipurpose Internet Mail Extensions is a standard for public key encryption and signing of MIME data.
* **Secure Shell (SSH):** means a cryptographic network protocol for operating network services securely over an unsecured network.
* **Service Level Agreement (SLA):** means a part of a contract/agreement wherein the service provider specifies in measurable terms, what services will be furnished at the given KPIs and for achieving objectives smoothly.
* **SFTP:** means SSH File Transfer Protocol, or Secure File Transfer Protocol which is a separate protocol packaged with SSH that works in a similar way over a secure connection.
* **SLT:** means Senior Leadership Team constituted for the purpose of this Policy.
* **SOC:** means Security Operations Center.
* **Stakeholder:** means a Person(s) or organization(s) that can affect, be affected by, or to perceive themselves to be affected by a decision or activity.
* **Static code analysis:** means a method of computer program debugging that is done by examining the code without executing the program.
* **Supplier / Third-party:** means a person(s), firm or body that is recognized as being independent from PMCL and is providing services to the PMCL under an agreement/arrangement. Examples include service providers, maintenance agencies, consultants, technology partners and trainees.
* **Teleworking:** means a work arrangement in which employees do not commute to a central place of work.
* **Telnet:** means a user command and an underlying TCP/IP protocol for accessing remote computers.
* **Third party code review:** means a software source code review performed by an independent expert.
* **Threat:** means a potential cause of an unwanted incident, which may result in harm to an IT/computing system, Asset or organization.
* **TIA-942:** means the Telecommunications Industry Association (TIA) ANSI/TIA-942-A Telecommunications Infrastructure Standard for Data Centers which is an American National Standard (ANS) that specifies the minimum requirements for telecommunications infrastructure of data centers and computer rooms including single tenant enterprise data centers and multi-tenant Internet hosting data centers.
* **Transport Layer Security (TLS):** means TLS and its predecessor, Secure Sockets Layer (SSL), both of which are frequently referred to as "SSL", are cryptographic protocols that provide communications security over a computer network.
* **Top Management:** refers to the PMCL Information Security Leadership team.
* **UPS:** means an uninterruptible power supply, also uninterruptible power source, UPS or battery/flywheel backup which is an electrical apparatus that provides emergency power to a load when the input power source or mains power fails.
* **User Account:** A user is a person who uses a computer or Internet service. A user may have a user account that identifies the user by a username (also user name), screen name (also screen name).
* **Virtualization:** means the creation of a virtual (rather than actual) version of something, such as an operating system, a server, a storage device or network resources.
* **VLAN:** A virtual LAN (VLAN) is any broadcast dCompanyin that is partitioned and isolated in a computer network at the data link layer (OSI layer 2).
* **Vulnerability:** means a weakness in a computing system that can result in harm to the system or its operations, especially when this weakness is exploited by a hostile person or organization or when it is present in conjunction with particular events or circumstances.
* **Vulnerability Analysis:** Also known as vulnerability assessment which means a process that defines, identifies, and classifies the security holes (vulnerabilities) in a computer, network, or communications infrastructure.
* **Wireless networks:** means the computer networks that does not require to be connected by cables of any kind for its functioning.

The following activities are, in general, prohibited. Under no circumstances, a third party of PMCL is authorized to engage in any activity that is illegal under local, international law(s) and PMCL policies while utilizing PMCL owned resources. Any breach of the PMCL’s Acceptable Use Policy may lead to legal action as per the agreed contractual terms.

The lists below are by no means exhaustive, but attempt to provide a framework for activities which fall into the category of unacceptable use.

* PMCL’s proprietary information stored on computing devices, whether owned or leased by PMCL, its employee or a third party, remain the sole property of PMCL. Hence:
  + PMCL third parties have a responsibility to promptly report the theft, loss or unauthorized disclosure of PMCL’s proprietary information.
  + PMCL third parties may access, use or share PMCL’s proprietary information only to the extent it is authorized and necessary to fulfil their assigned job duties / contractual obligations.
* All mobile and computing devices of third party staff that connect to the internal network must comply with all applicable PMCL policies along with PMCL’s Access Control Policy.
* The installation or distribution or use of "pirated" or other software products that are not appropriately licensed for use by PMCL is strictly prohibited.
* Unauthorized copying or the installation of any copyrighted material or software for which PMCL or the end user does not have appropriate management permission and an active license is strictly prohibited.
* Accessing data, a server or an account for any purpose other than conducting official business, even if you have authorized access, is strictly prohibited.
* Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.) is strictly prohibited.
* Causing security breaches or disruptions of network communication is strictly prohibited. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes.
* Port scanning or security scanning is expressly prohibited unless prior notification to the Information Security Governance (ISG) is made.
* Executing any form of network monitoring which will intercept data which is not intended of the third party’s job/duty is strictly prohibited.
* Introducing honeypots, honeynets, or similar technology on PMCL’s network is strictly prohibited.
* Interfering with or denying service (for example, denial of service attack) is strictly prohibited.
* Using any program/script/command, or sending messages of any kind, with the intent to interfere with, or disable, a user's terminal session, via any means, locally or via the Internet/Intranet/Extranet is strictly prohibited.
* Providing information about, or lists of, PMCL’s employees to parties outside PMCL, without appropriate approval is strictly prohibited.
* The PMCL provides Internet access to third party staff to assist them in carrying out their duties for the Company. It should not be used for personal reasons.
* Sending unsolicited email messages, including the sending of "junk mail" or other advertising material to individuals who did not specifically request such material (email spam) is strictly prohibited.
* Any form of harassment via email, telephone or paging, whether through language, frequency, or size of messages is strictly prohibited.
* As such, third party staff are prohibited from revealing any PMCL confidential or proprietary information, or any other information not classified as public as per the PMCL Information Asset Classification Policy on online forums of social media.
* Third party staff shall not engage in any blogging or online posting that may harm or tarnish the image, reputation and/or goodwill of PMCL and/or any of its employees.
* PMCL’s trademarks, logos and any other PMCL intellectual property may also not be used by Third party staff in connection with any personal online activity.
* Introduction of any hardware or software in PMCL environment containing backdoors is strictly prohibited
* Any activity(ies) or action(s) carried out on PMCL network or in PMCL environment shall be properly authorized by PMCL relevant and authorized personnel and be notified well in advance before carrying them out
* Bypassing or circumventing any security controls are strictly prohibited
* Compliance and sharing of filled information for the two forms namely “PMCL-LST\_SR-Third Party Agreement Security Requirement - v1.0” and “PMCL-FRM\_SR-Third-party Access - v1.0” shall be submitted by the supplier





I/We, do hereby declare that I/We have read and fully understood the above terms and conditions, and that I had the opportunity to discuss the same with the Information Security Governance, and that I/We agree to be bound by the directives of the above terms and conditions as laid by PMCL and its representative from time to time.

**Annex IS - 02**

**User Registration and Anti-Identity Theft and Anti-Phishing Declaration.**

Identity theft is unauthorized access to personally identifying information (PII), including Critical User Information including Customer Data Records and work or personal Email or other passwords which are used to gain access to critical information. Many people associate such crimes with online scams such as phishing emails. However, most identities are stolen using low-tech methods. There are many ways thieves may obtain your personal information by using:

* **Phishing/Spam:** They send an email, Facebook or pop-up message that looks like it came from a real bank or credit card company asking for identifying information. (This is called phishing.)
* **Social engineering/pretexting:** They pose as a legitimate business or government officials to obtain your personal information or work information that can be later used to exploit at the source.
* **Shoulder surfing:** Someone watch you from a nearby location as you type in your password or other confidential information, or listen in on your telephone conversation.
* **Hacking:** Some to gain unauthorized access into computer networks where information is stored, it includes to get the access to a system that is being used to connect to a Server Machine or system that has critical information stored on it.
* **Dumpster diving or trash rips:** Rummage through communal or business trash to obtain copies of personal or critical records that typically bear critical management plans, business or personal information. If such information needs to be trashed, Trash it completely.

Thieves can use illegally obtained personal identity information, your work passwords or your personal accounts that can be used later used to gain access to the critical information / exploit the systems. Phishing is a cybercrime where well designed and legitimate looking emails and pop up messages lure victims into revealing their username, password, or other sensitive information. The Phishing messages look authentic to the kind of communication you would expect to get from the person you trust.

However, you should never trust email or pop up messages that ask you to confirm, validate, or update your information by responding to the email or by following a link.  The following needs to be keenly observed to be secure:

* Never reply to any message of email that asks for your User ID, password, work account information, or anything else that would be considered sensitive information.
* Immediately report any suspicious email to your manager or your POC assigned by PMCL, or Information Security Teams at isg@mobilink.net.
* Never click on a link in a message or pop up. Never call phone numbers that are provided in messages that ask for personnel information.
* Delete suspicious messages without opening them.
* NEVER try your work Passwords on any link even if shared by your colleague or by a Facebook/Social Media User.
* BEWARE Look after the Password Safety is your personal responsibility, If your password is compromised, you are solely responsible for it.

**PMCL will NEVER send a message asking you to validate, confirm, or update your personal information and passwords**.

*Always be suspicious of requests for personal information that come via email, Facebook, particularly requests for personal and work passwords and accounts, banking information, or wire transfers of money, even if the request seems to come from a good friend.*

**Prevention of Electronic Crime Act 2016 Pakistan - for whoever commits/involved or threatens to commit has non-bail-able prison of seven years or with fine up to five million rupees or both.**

**BEWARE – Password is your Secret, When Shared with anybody or on Portal it’s no more secret and all activities from your account shall be your Sole Responsibility.**