

# ***Paid SMS and Mobile Internet Services Code of Conduct***

Note: This translation of the Code of Conduct is for information only.  
No right can be derived from this translation.  
All end-user communication is also translated in this document,  
these translation can not be used as all end-user communication needs to be in Dutch.

## **PARTICIPATING PARTIES**

### ***Operators (including Service Providers)***

KPN

T-Mobile

Tele2

Vodafone

Ziggo

### ***SMS and Mobile Internet Service Providers***

CM Telecom

MessageBird

mGage

Netsize

Netsmart

Sunhill Technologies

Target Media

Telefuture

### ***Content Providers***

Buongiorno

CLIQ Digital

Creative Clicks

Engagers

Mobitrans

Mobster Ltd.

Pinico B.V.

Sammedia

## **TABLE OF CONTENTS**

<b>CONSIDERATIONS.....</b>	<b>5</b>
<b>CHAPTER I General Provisions.....</b>	<b>7</b>
Article 1 Definitions.....	7
Article 2 Code of Conduct Compliance.....	12
Article 3 Applicability of Dutch Advertising Code .....	12
<b>CHAPTER II Rules of Conduct that apply to all Services .....</b>	<b>13</b>
Article 4 Misleading advertising.....	13
Article 5 No tacit approval .....	13
Article 6 Significant Changes in Services.....	13
Article 7 Mobile telephones supported.....	14
Article 8 Helpdesk for End Users .....	14
Article 9 Privacy.....	14
Article 10 Spam .....	14
Article 11 Registration Content Provider.....	15
Article 12 Services overview .....	15
Article 13 Services filter .....	16
Article 14 Disconnected numbers .....	16
Article 15 End User recognition .....	17
Article 16 Use of short codes .....	18
Article 17 Use of WAP Push messages.....	18
Article 18 Communication additional costs .....	18
Article 19 General provisions relating to Transactions.....	18
Article 20 Alternative Authorisation. ....	19
<b>CHAPTER III Rules of Conduct that apply to Once-only Services .....</b>	<b>19</b>
Article 21 General Rules of Conduct Once-only Services .....	19
Article 22 Once-only Services authorised via mobile Internet.....	20
<b>CHAPTER IV Rules of Conduct that apply to Subscription Services .....</b>	<b>21</b>
Article 23 Initial registration Subscription Service of an SMS Service.....	21
Article 24 Start of Subscription Service.....	21
Article 25 Registration Confirmation Request Subscription Service.....	22
Article 26 Welcome Screen and Welcome Message.....	22
Article 27 Rate and other communication after start of Subscription Service.....	23
Article 28 Deregistering from Subscription Service.....	24

<b>CHAPTER V</b>	<b>Chat Services.....</b>	<b>24</b>
Article 29	Additional Rules of Conduct that apply to Chat Services.....	24
<b>CHAPTER VI</b>	<b>Complaints, Compliance and Enforcement .....</b>	<b>26</b>
Article 30	Prior advice Compliance Office in respect of Service communications .....	26
Article 31	Handling of complaints from End Users .....	26
Article 32	Complaints relating to communications by Affiliates.....	28
Article 33	Enforcement via the Compliance Office.....	29
Article 34	Enforcement Committee.....	31
Article 35	Duties and powers of the Committee .....	32
Article 36	Fines and refunds (compensation for End Users).....	33
<b>CHAPTER VII</b>	<b>Final Provisions.....</b>	<b>34</b>
Article 37	Code of Conduct's entry into force.....	34
Article 38	Amendment to the Code of Conduct .....	34
Article 39	Participant Categories.....	35
Article 40	Secretariat of the Code of Conduct.....	35
Article 41	Disputes procedure .....	35
<b>Annex 1:</b>	<b>Required information for registration Content Providers .....</b>	<b>36</b>
<b>Annex 2:</b>	<b>Required information Services Overview.....</b>	<b>37</b>
<b>Annex 3:</b>	<b>List of permitted abbreviations .....</b>	<b>38</b>
<b>Annex 4:</b>	<b>Format Confirmation Screen Once-only Service .....</b>	<b>39</b>
<b>Annex 5:</b>	<b>Format Confirmation Screen Subscription Service .....</b>	<b>41</b>
<b>Annex 6:</b>	<b>Format Confirmation Screen Approved Once-only Service .....</b>	<b>42</b>
<b>Annex 7:</b>	<b>Format Confirmation Screen Approved Subscription Service .....</b>	<b>44</b>
<b>Annex 8:</b>	<b>Format Welcome Screen .....</b>	<b>47</b>
<b>Annex 9:</b>	<b>Format Deregistration Screen .....</b>	
<b>Annex 10:</b>	<b>Format Deregistration Confirmation Screen .....</b>	

## **CONSIDERATIONS**

Considering that:

- A. Operators, SMS Service Providers, and Content Providers agreed on an SMS Service Provision Code of Conduct (the "Gedragscode SMS-Dienstverlening") in 2003, with the aim of safeguarding legal certainty and transparency for End Users in the market for paid SMS Services;
- B. the SMS Service Provision Code of Conduct has been reviewed several times (in 2004, 2008, 2009, 2011 and 2014, respectively) on the basis of experience gained and in order to ensure continued compliance with (among other things) technological developments, amended legislation and new and changed requirements of End Users;
- C. Operators, Mobile Internet Service Providers and Content Providers agreed on a Paid Mobile Internet Services Code of Conduct (the "Gedragscode voor Betaalde Mobiel Internet diensten") in 2009, with the aim of safeguarding legal certainty and transparency for End Users in the market for paid Mobile Internet Services;
- D. the Paid Mobile Internet Services Code of Conduct has also been revised on several occasions (in 2012 and 2014, respectively) on the basis of experience gained and in order to ensure continued compliance with (among other things) technological developments, amended legislation and new and changed requirements of End Users;
- E. the Parties to the aforementioned Codes of Conduct wish to revise both codes of conduct once again, including in relation to the entry into force of the Act amending Books 6 and 7 of the Dutch Civil Code on 13 June 2014, the Consumer Protection Enforcement Act and some other laws<sup>1</sup>;
- F. The Parties wish to take this opportunity to merge both aforementioned codes into one code, to safeguard, inter alia, that the rules of conduct that apply to SMS services and Mobile Internet Services are mutually consistent;
- G. both in the market for SMS Service Provision and the market for Mobile Internet Services three types of parties are, in principle, active in a chain, namely:
  - (i) Operators / Service Providers, which provide End Users with access to Mobile Networks, so that the End User is able to purchase SMS and Mobile Internet Services;
  - (ii) SMS and Mobile Internet Service Providers, which act as intermediaries between Content Providers and Operators and which ensure

---

<sup>1</sup> Act of 12 of March 2014 amending Books 6 and 7 of the Dutch Civil Code, the Consumer Protection Enforcement Act, and any other laws relating to the implementation of Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council (OJ L 304/64) (Act Implementing the Directive on consumer rights).

the data exchange and database management required to provide the Services and to make payment transactions;

(iii) Content Providers, which provide the actual Service to the End Users and with whom the End Users enter into the agreement on the purchase the Services<sup>2</sup>;

H. The Parties pursue the following objectives with this Code of Conduct:

- (i) safeguarding safe and reliable payment transactions;
- (ii) safeguarding transparency about the conditions applicable to the Service Provision and the related payment transactions;
- (iii) preventing End Users from being misled;
- (iv) preventing End Users from being provided with and/or paying for Services without their consent and/or paying for Services that have not been (fully) provided, that do not meet legitimate expectations and/or the preconditions of which have not been made sufficiently clear in advance;
- (v) promoting the End User's familiarity with his or her other party or parties and that in the case of any complaints, access to a method for solving the complaint or dispute is easy;
- (vi) to ensure that the interests of End Users are protected in the case of services for which End Users are not required to pay, but for which their personal data, MSISDN and/or ASID are used.

I. The Parties to this Code of Conduct also wish to meet the legal requirements pertaining to consumer purchase and distance purchase (inter alia Book 6, Title 5, Section 2 of the Dutch Civil Code) and the Unfair Commercial Practices Act.

J. In respect of this Code of Conduct, the Parties are aware, however, of their own responsibility to comply with the laws and regulations referred to under items E and I and other applicable legislation and regulations and are aware of the fact that, in addition to the provisions of this Code of Conduct, the applicable legislation and regulations will continue to apply in full, and that compliance with this Code of Conduct does not guarantee compliance with applicable legislation and regulations;

K. in respect of the SMS Services, an SMS Service Provision Advertising Code exists, which applies to advertising for SMS Services and which contains templates and rules for, inter alia, Internet registration screens, television commercials and advertisements in print and this Code of Conduct therefore only governs issues that are not provided for in the SMS Service Provision Advertising Code, namely in particular the provision of information after registration for an SMS Service;

L. this Code of Conduct exclusively relates to paid Services that are charged by the Operator to the End User, so that this Code of Conduct does not apply to free services or services that are paid in another way by the consumer;

---

<sup>2</sup>This recital is of a purely descriptive nature. In the event of any differences between the terminology used here and the Definitions in this Code of Conduct, the latter will take precedence.

The Participating Parties have agreed the following:

## **CHAPTER I General Provisions Article 1**

### **Definitions**

Registration Confirmation Request	Free SMS MT message within the meaning of Article 24 under a of this Code of Conduct, the End User receives after having registered for a Subscription Service, and that should be answered by the End User with "PAY" before starting the Subscription Service. As an alternative to the Registration Confirmation Request, the Content Provider may use the Confirmation Screen.
Subscription Service	A Service of a periodically recurring nature for which it is necessary to deregister to stop the Service, expressly including the "1 to many Chat Services" (services where an SMS is sent to several persons (with their consent), which also allows receiving replies from several persons).
Affiliate	A company or person, not being a Content Provider, which advertises the Services of such Content Provider.
Deregistration Screen	Screen included in <b>Annex 9</b> to this Code of Conduct, which the End User may use to deregister from a Service.
ASID	Anonymous Subscriber ID, a unique number issued by the Operator with a view to the recognition of an individual End User by the Service Provider.
Confirmation Screen	The screen referred to in Article 20, Article 22 paragraph 2, and Article 24 under b of this Code of Conduct, shown to the End User containing all the terms and conditions which the End User must actively accept before a Subscription Service can start. As an alternative to the Confirmation Screen the Content Provider can also send the End User a Registration Confirmation Request.
Binary SMS Messages	An SMS message consists of 140 bytes of so-called user data. For purposes of sending SMS text messages, these user data may be

	<p>filled with a maximum of 160 GSM 7-bit characters. If the 140 bytes are not used for text, the messages are referred to as "binary SMS messages". Usually, messages require a data volume larger than 140 bytes. In those cases, several binary SMS messages are linked. For instance, ring tones may consist of one, two or three binary SMS messages. Picture SMS messages, for example, even require a minimum of three binary SMS messages. WAP Push is a type of binary SMS message.</p>
Content	<p>Information, images, TV, services, chat messages, sounds, including ringtones and other digital content.</p>
Content Provider	<p>The provider of the Service(s) with whom the End User enters into the agreement with regard to the purchase of the Service(s), whereby the Service(s) are charged by the Operator to the End User.</p>
Participant	<p>The Party that has joined the Foundation in accordance with Article 39 of this Code of Conduct. By registering as a Content Provider in accordance with Article 11 of this Code of Conduct one does not become a Participant. To become a Participant, a separate registration with and acceptance by the Foundation is required.</p>
Service	<p>A collective term including both the Mobile Internet Service and the SMS Service.</p>
Services Filter	<p>The online filter maintained and operated by the Foundation which offers End Users the possibility of indicating that they wish to be excluded from the use of paid Services.</p>
Service Provider	<p>A collective term including both the Mobile Internet Service Provider and the SMS Service Provider.</p>
Downloadable Content	<p>Content (or a part of such) that may be selected, downloaded and stored, temporarily or permanently, in the memory of the (mobile) device.</p>
Once-only Service	<p>Service, the total costs of which are known in advance</p>



and which is linked to a Once-only Transaction, whereby the End User receives the entire Content in one go or if the nature of the Service is related to the fact that the entire Content cannot be supplied in one go, the End User receives the Content in parts, in which context the parts cannot be considered as an independent service. For SMS Services, this is the case for (i) ring tones and logos consisting of several binary SMS messages, (ii) 1-to-1 chat services and goal alerts the precise number of messages for which cannot be defined and (iii) services for which it is necessary (for instance for billing reasons and VAT payment) to send several SMS messages for a Once-only Service. The termination of a Once-only Service will not require the End User's deregistration; the Service will end automatically.

Once-only Transaction

The authorisation by the End User of the Service Provider for one Transaction, the total costs of which are known in advance, that relates to a Once-only Service. An exception is that a Once-only Service is also involved if a Transaction is divided into several partial transactions. This is only the case if the division is necessary for technical reasons and the partial transactions are carried out simultaneously, the total costs of the Transaction are known in advance and the Transaction relates to a Once-only Service.

End User

A user of a fixed or mobile connection of an Operator with which a Service can be purchased.

Serious Breach

A clearly demonstrable significant breach of the Code of Conduct, involving negligence or a deliberate act or omission on the part of one of the Party that is in breach, for which the potential consequences for consumers are considerable.

Shared Short Code

A shortened number which is used by a Service Provider for various Services provided by several Content Providers.

Code of Conduct

This Code of Conduct for Paid SMS and Mobile Internet Services, including Annexes.

Compliance Office	The authority that carries out the Foundation's supervisory and enforcement duties.
MO message	Mobile Originated message: a message sent by the End User from the mobile phone of the End User.
Mobile Internet Service	Service for which the End User registers via a Confirmation Screen in accordance with Article 24 under b of this Code of Conduct, whereby the Service is charged by the Operator to the End User.
Mobile Internet Service Provider	A party that is directly connected to the Mobile Network of one or more Operators and which enables the Content Providers to offer Services to End Users via that Mobile Network (or those Mobile Networks) (also referred to as gateway or provider).
Mobile Network	The operational Mobile Network run by the Operator consisting of the GSM network in combination with a data network based on GPRS (General Packet Radio System) and/or UMTS (Universal Mobile Telecommunications System) and/or HSDPA (High-Speed Downlink Packet Access) and possibly in the future other suitable data networks based on various standards.
MT message	Mobile Terminated message: a message that is sent to the mobile phone of the End User.
Operators	Providers of Mobile Networks. For the purpose of this Code of Conduct, such will be understood to include providers of public mobile telecommunication services without their own network, which use the Mobile Network of a third party via whose network End Users can purchase Services, such as Service Providers, MVNOs (Mobile Virtual Network Operator) and MVNEs (Mobile Virtual Network Enabler) parties.
Parties/Parties to this Code of Conduct	Participants, Content Providers who have registered in accordance with Article 11 and the parties to whom this Code of Conduct has been declared applicable by agreement in accordance with the provisions of

Article 2 of this Code of Conduct.

Premium SMS MT message	An SMS message received by the End User, for which the End User will be charged by the Operator or Service Provider at the request of the SMS Service Provider.
Service Providers	Providers of public mobile telecommunication services on the electronic communication network of a third party via whose network End Users are able to purchase Services, including MVNO (Mobile Virtual Network Operator) and MVNE (Mobile Virtual Network Enabler) parties.
SMS Service	Service for which the End User registers via a Registration Confirmation Request in accordance with Article 24 under a of this Code of Conduct, whereby the Service is charged by the Operator to the End User.
SMS Service Provider	Provider that has concluded agreements with an Operator or Operators for purposes of providing and/or making available SMS Services to End Users (also referred to as gateway or SMS Broker).
Foundation	The Mobile Services Codes of Conduct Foundation [Stichting Gedragcodes Mobile Diensten] or the legal successor or successors of that Foundation.
Template	A version of the Confirmation Screen defined by the board of the Foundation, including the use of colours, logo, font, font size, lines and buttons as stated on <a href="http://payinfo.nl/mcb-current">http://payinfo.nl/mcb-current</a> .
Transaction	A payment request from the Service Provider to the Operator to charge costs to the End User for a Service.
Unique Short Code	A shortened number which is used by a Service Provider for a single Content Provider. The relevant Content Provider may offer one or several Services via the Unique Short Code.
Welcome Message	A free message the End User receives pursuant to Article 26 paragraph 2 of this Code of Conduct, after he has confirmed his initial registration for an SMS Service

in accordance with Article 24 under a of this Code of Conduct.

Welcome Screen

The screen included in **Annex 8** to this Code of Conduct, which is shown to the End User after he has actively accepted the purchase of a Subscription Service via the Confirmation Screen.

WWW.XYZ.NL

The URL of the homepage of the (mobile) website of the Service.

## **Article 2 Code of Conduct Compliance**

1. The Parties to this Code of Conduct undertake to comply with the provisions of this Code of Conduct. If a Party to this Code of Conduct enters into an agreement with a party not associated with this Code of Conduct and that agreement relates to Services associated with this Code of Conduct, the former Party will make compliance with this Code of Conduct and any amendments and supplements to such obligatory in said agreement.
2. Existing agreements will be adapted in such a way as to ensure that this Code of Conduct will also become a part of any pre-existing agreements.
3. The Parties to this Code of Conduct consider the conditions laid down in the Code of Conduct of such importance that they will make every effort to apply these conditions even if the Code of Conduct should lose its effect.

## **Article 3 Applicability of Dutch Advertising Code**

1. The special SMS Service Provision Advertising Code, adopted by the Advertising Code Committee [Stichting Reclame Code], forms part of this Code of Conduct. This means that advertising for SMS Services must comply with the SMS Service Provision Advertising Code. Each time the SMS Service Provision Advertising Code is amended, the amended SMS Service Provision Advertising Code will automatically become applicable to advertising for SMS Services and become part of this Code of Conduct, with effect from the date the amended SMS Service Provision Advertising Code enters into force.
2. If at any time the Advertising Code Committee adopts a special advertising code that explicitly applies to Mobile Internet Services (either by adopting a special advertising code for Mobile Internet Services, or by explicitly expanding the application of the SMS Service Provision Advertising Code to include Mobile Internet Services), such special advertising code will automatically be part of this Code of Conduct and therefore be applicable to advertising for Mobile Internet Services, with effect from the date on which the special advertising code comes into force. In respect of amendments to such special advertising code, the provisions in the previous paragraph regarding amendments to the SMS Service Provision Advertising Code shall apply.
3. In addition, all advertising for Services of the Content Provider (SMS Services or Mobile Internet Services) must comply with articles 3 and 4 of the SMS Service Provision Advertising Code and the general section of the Dutch Advertising Code.

4. In the event of conflict between provisions in the special code(s) referred to in paragraphs 1 and 2 on the one hand and provisions of this Code of Conduct on the other hand, the provisions of this Code of Conduct shall prevail between the Parties to this Code of Conduct, and the Foundation will endeavour to resolve the relevant contradiction as soon as possible.
5. If the Advertising Code Committee or the Appeals Board of the Advertising Code Committee has determined that the Content Provider has acted contrary to the general section of the Dutch Advertising Code or the special advertising code(s) referred to in this Article, the Content Provider shall be deemed to have violated this Code of Conduct, unless it concerns a violation of a conflicting provision within the meaning of paragraph 4 of this Article. In that case, the Foundation and/or the Compliance Office may submit the ruling of the Advertising Code Committee to the Enforcement Committee.

## **CHAPTER II Rules of Conduct that apply to all Services**

### **Article 4 Misleading advertising**

1. Advertising for Services may not contain statements, images, suggestions or omissions as a result of which the End User may be misled concerning the nature and characteristics of the Services offered, the price and the way in which it is calculated, and may also not be misleading.
2. No Service may be offered in a way that results in the Service seeming to have a character other than the actual character, e.g. by suggesting contrary to the truth that a prize has been won, a game is being played, or that membership of or affiliation to a club is involved.
3. The above paragraph will not prejudice the fact that promotional offers may be made, provided that these comply with this Code of Conduct, the Promotional Games of Chance Code of Conduct [Gedragscode Promotie-nale Kansspelen] and the applicable regulatory framework.

### **Article 5 No tacit approval**

1. Registering for or purchasing a Service by means of tacit approval is not permitted.
2. Without prejudice to the other requirements based on statutory provisions or this Code of Conduct, a Service may be provided only if final authorisation to order and pay for the Service has been given with use of the mobile device of the End User. Even if the initial registration takes place via a website or telephone number, the final registration must also take place via the relevant mobile device.

### **Article 6 Significant Changes in Services**

1. If significant changes in existing paid Services of Content Providers are introduced that are not demonstrably to the benefit of the End User, the Content Provider will inform registered End Users at least 1 month before the change takes effect.
2. The Content Provider will inform the End User about the change and the possibility to deregister, doing so in a simple and transparent manner, and in the case of Mobile Internet Services in any event by continuing to state all relevant information on the mobile Internet page used by the End User for purchasing the Service.

## **Article 7 Mobile telephones supported**

A Content Provider must not offer a Service to an End User if it is reasonably known in advance that the Service is not compatible with the mobile device concerned.

## **Article 8 Helpdesk for End Users**

1. The Service Providers and the Content Providers will ensure the existence of an easily accessible helpdesk function for the End User, which will handle complaints and comments relating to, for instance, the quality, price, amounts charged and answer questions relating to, for instance, the operation of the Service on the type of mobile device used by the End User. Every Service Provider will enable every Operator to inform End Users about the helpdesk referred to in the first sentence.
2. A clear link to correct contact information of the Content Provider or its helpdesk, as well as the number of registration of the Content Provider at the Foundation, must be present on the homepage of the Service ([www.XYZ.nl](http://www.XYZ.nl)) and on the Confirmation Screen.
3. The Service Provider and the Content Provider shall provide an optimal help function. In case HELP is sent to a Short Code via which paid Services are provided, the End User shall receive a free SMS MT message containing: "For more information go to [www.payinfo.nl](http://www.payinfo.nl)".

## **Article 9 Privacy**

1. Insofar as the Operator issues personal data to the Service Provider or the Content Provider, the Service Provider or the Content Provider may only process this personal data if and insofar as such is required for the supply of the Service to the End User or if and insofar as the End User has given prior explicit permission for such.
2. The processing of personal data by the Service Provider or the Content Provider must meet the requirements of the Dutch Personal Data Protection Act (PDPA) [Wet Bescherming Persoonsgegevens] and the Telecommunications Act [Telecommunicatiewet]. In any event, the Service Provider and the Content Provider must inform End Users in a simple and accessible manner on or via the homepage of the Service of the purposes for which they are processing the personal data of End Users.

## **Article 10 Spam**

1. The Content Provider will adhere to the limitations ensuing from Section 11.7 of the Dutch Telecommunications Act [Telecommunicatiewet]. If a Content Provider does not also adhere to the limitations ensuing from Section 11.7 of the Dutch Telecommunications Act after the end of the term specified in Article 33, paragraph 5, the Service Provider will be obliged, if reasonably possible, to effectuate the immediate discontinuation of the relevant breach, following a request to that effect from the Compliance Office.
2. Databases/files of existing customers may not be used by the Service Provider or the Content Provider for offering new services, unless the End User has expressly agreed to this in advance; the active consent of the End User is required in this respect.

## **Article 11 Registration Content Provider**

1. Before being able to offer services to an End User, the Content Provider must have an approved registration with the Foundation, for which the details in **Annex 1** shall be filled in, provided and confirmed. This basic registration facilitates the supervisory and enforcement duties of the Compliance Office. The Foundation will charge the Content Party a fee for this registration per calendar year. The board shall annually determine the amount of this fee. If the Content Provider is a Participant of the Foundation, these costs will not be charged. If the Foundation is convinced of the accuracy of the data provided as required and, where applicable, the fee referred to above has been paid to the Foundation, the registration is approved.  
The Foundation shall inform the Content Provider within 3 weeks after receipt whether the conditions for activating the registration have been met.
2. A registration is valid for both SMS and Mobile Internet Services.
3. The registration referred to in paragraph 1 of this Article shall apply for a period of one calendar year. After this year the registration is renewed tacitly for periods of one (1) calendar year.
4. If registered data change, the Content Provider shall inform the Compliance Office within 14 days. If a Content Provider no longer wishes to offer its Services to End Users, the Content Provider may unsubscribe, following which the registration will be terminated. Payments made for the remainder of the year will not be refunded.
5. The Content Provider receives a registration number from the Compliance Office, which number shall be stated in the contact details as described in Article 33 paragraph 6.
6. The Compliance Office shall issue the Service Provider with the data stated in **Annex 1** relating to the Content Providers that have registered in accordance with the provisions of paragraph 1.
7. The Service Provider is responsible for:
  - a. ensuring that its affiliated Content Providers are registered with the Foundation in accordance with the provisions of paragraph 1.
  - b. verifying the accuracy of the data relating to the registration of the Content Providers.

## **Article 12 Services overview**

1. The Foundation will open a mobile Internet page (URL) at [www.payinfo.nl](http://www.payinfo.nl) for the End Users that provides every End User with a real time overview of all Transactions the End User has made in the three preceding months.
2. Service Providers and Content Providers are required to provide the Foundation with information referred to in the previous paragraph on a weekly basis, in a format to be determined by the Foundation. In addition, Service Providers and Content Providers are required to provide the Foundation with information referred to in **Annex 2** to this Code of Conduct, for both SMS and Mobile Internet Services on a weekly basis, in a format to be determined by the Foundation.
3. The Service Providers, Operators and Content Providers shall ensure that their websites have a hyperlink to the overview at [www.payinfo.nl](http://www.payinfo.nl) as referred to in the first paragraph of this Article, in no more than two clicks from the homepage.
4. The Service Providers and Content Providers shall ensure that the information relating to their own Services as referred to in the first paragraph of this Article are also made accessible for their own telephone helpdesks.

5. The Operators shall ensure that information on invoices and/or communication regarding invoices relating to the Services is provided in a transparent manner. This information shall in any case refer to [www.payinfo.nl](http://www.payinfo.nl) on the invoice.

### **Article 13 Services filter**

1. Service Providers and Content Providers are required to exclude any telephone numbers which have been registered by End Users for the SMS Services Filter from the use of Services as quickly as possible, and in any case within 2 hours, and to discontinue the provision of Services to those numbers within the same period. The provision of Services to telephone numbers that have been blocked by End Users may only be resumed after unblocking and a new application for the Service by End Users.
2. A Content Provider that receives a request for a Service from a mobile number that has been blocked via the Services Filter is obliged to send a free SMS Message with the following text: "You cannot use the service because your number has been blocked for it. You can remove the block at [www.payinfo.nl](http://www.payinfo.nl). You will then receive the service". Service Providers or Content Providers may not lift blocks imposed by End Users (or cause them to be lifted) otherwise than by referring, in the manner stipulated in this Article, to the possibility of lifting the block oneself.
3. Telephone numbers which have been registered by End Users for the Services Filter are blocked for both the SMS Services and the Mobile Internet Services. Exceptions are current subscriptions to Mobile Internet Services started by the End User before a date to be communicated by the board of the Foundation date, and these are not blocked for the duration of the subscription, in accordance with the situation prior to the entry into force of this Code of Conduct.

### **Article 14 Disconnected numbers**

1. The Operators shall notify Service Providers and the Service Providers shall notify the Content Providers of any telephone numbers that have been decommissioned (so-called disconnected numbers). If certain Service Providers are unable to provide such information, the Operators via whose networks they offer their services will provide such information instead.
2. The Operators shall notify the Service Providers and the Service Providers, in turn, shall notify the Content Providers:
  - a. immediately by means of a response to the SMS message sent by the Service Provider, and/or
  - b. on a bi-weekly basis, by means of a digital format listing the disconnected numbers no later than within one month of the relevant disconnection.
3. If a Party to this Code of Conduct reports a disconnected number immediately in the manner described in paragraph 2 under a of this Article, and, during a three-day period it has repeatedly issued such a notification regarding a certain number, the Service Provider shall ensure that all Subscription Services linked to the relevant number are de-activated forthwith. This way, if the number is re-used, the new End User will not be confronted with Subscription Services they have not signed up for.
4. If disconnected numbers are communicated on a periodical basis in the manner described in paragraph 2 under b of this Article, the Service Provider shall ensure that all Subscription Services in respect of the relevant telephone number are de-activated no later than within ten (10) working days of the receipt of the numbers, so that, if these numbers are re-used, the new End Users will not be confronted with Subscription Services they have not signed up for.
5. Operators and Service Providers will in any case prohibit Service Providers from



sending messages to telephone numbers which have been reported as unsubscribed by the Operators and/or Service Providers. This will explicitly also cover the sending of reminders, for instance in the case of televoting services.

6. Operators and Service Providers will not reconnect any disconnected numbers earlier than six weeks following the disconnection of the number.
7. The Foundation will set up a procedure for unblocking disconnected numbers that have been released again by the Operator for reuse.

### **Article 15 End User recognition**

If ASID and/or MSISDN are used when offering a Service, independent of whether a Transaction is linked to such, the following will apply:

- a. If the Service uses End User Recognition with the aid of ASID, MSISDN data and/or similar technologies, such must always take place on the basis of up-to-date, non-device related data older than 4 weeks, from the Mobile Network.
- b. Providing ASID, MSISDN data and/or similar technologies to third parties and/or linking customer and/or personal data to other data files, whether or not belonging to the Service, is not permitted, unless the End User has given prior explicit permission.
- c. The Service Provider and the Content Provider will guarantee the Operator and the End User that they will observe all applicable regulatory frameworks when using ASID, MSISDN data and/or similar technologies.
- d. If in the case of Mobile Internet Services, End User Recognition via ASID, MSISDN and/or similar technologies is not possible, for example because the End User is connected to the Mobile Internet by Wi-Fi, it is permissible to explicitly ask the End User for their telephone number on the Mobile Internet Page. The End User must receive a free SMS message in confirmation, containing a unique link to the required Confirmation Screen or a unique code which needs to be used by the End user to be forwarded to the required Confirmation Screen. The further registration procedure is subject to and follows the provisions of this Code of Conduct.

### **Article 16 Use of short codes**

1. In any Premium SMS MT message the Short Code of the relevant Service will be listed (in the header) as the sender.
2. It is not permitted to use numbers other than shortened numbers (Shared or Unique Short Code) for sending Premium SMS MT messages relating to the Services. In the absence thereof, the Operator will be entitled to disconnect the number, inform the Authority for Consumers and Markets [ACM] accordingly and follow the procedures laid down in Article 33 of this Code of Conduct.
3. All SMS communications related to the Services and all related paid and information SMS messages must be sent directly via the SMS gateway of the Service Provider that also processes the provision of the relevant Service.

### **Article 17 Use of WAP Push messages**

If the content delivery takes place via WAP Push, the same content must also be delivered by SMS within 3 minutes after the WAP Push message has been sent. Both the WAP Push message and the SMS message may be sent as a paid message, on the understanding that the same Content item may not be charged for twice. The SMS message must be a

premium message and the WAP Push message may consist of a number of (premium) messages (concatenated). The Parties have a best-efforts obligation to first send the WAP Push message and then the SMS message. The construction of the SMS message in which the same content is delivered as in the WAP Push message is as follows: "[Link to content] (also sent as service message) Info [www.payinfo.nl](http://www.payinfo.nl)."

### **Article 18 Communication additional costs**

In cases where next to the (standard) price of the Service, additional telephone costs may be charged, the Content Provider shall communicate this in the advertising where the price of the Service is stated. If the amount of these additional costs are known in advance, this amount shall be explicitly stated. If the amount of these additional costs is not known in advance, a general description shall be used indicating that there may be some additional costs, which will be charged in addition to the (standard) price of the Service.

### **Article 19 General provisions relating to Transactions**

1. The Service Provider shall include a clear description of the Transaction in the payment instruction to the Operator in accordance with the Operator's specification.
2. Said description must contain at least information on how the Content Provider's helpdesk can be contacted. The Operator will have a best-efforts obligation to list the relevant information on the specified invoice sent to the End User.
3. The Content Provider will guarantee that the rate shown in the Confirmation Screen or the Registration Confirmation Request is in line with the rate charged to the End User.
4. Services can be paid by sending a Premium SMS message or via a transaction carried out via mobile Internet. In case of subscription services, the initially selected payment method for the Service may not be changed.
5. The Service Provider shall actively monitor the transactions and will:
  - a. Conduct regular, at least weekly, volume checks in order to determine whether there exists exceptional traffic on their network in order that potential breaches of the Code of Conduct can be determined and terminated faster. If exceptional traffic is observed then the Service Provider must forthwith report this to the Compliance Office.
  - b. analyse all transactions on a daily basis and determine whether the provisions of Article 25 paragraph 1 and Article 26 paragraph 2 of this Code of Conduct with regard to the registration and information messages are complied with;
  - c. If it is established that transactions have taken place that do not comply with the provisions under b., inform the Compliance Office thereof forthwith and suspend the relevant Service until the Content Provider has adjusted the Service in accordance with the Code of Conduct.

### **Article 20 Alternative Authorisation and Alternative Confirmation Screen**

It is permitted to deviate from the forms by which the End User consents to a payment as prescribed in Chapter III and IV, if the alternative authorisation process has been approved by the relevant Operator to which the End User is connected, as well as by the Compliance Office. The Compliance Office and/or the Operator may impose additional requirements to the service provision and any approval issued may be withdrawn by the Compliance Office or the relevant Operator.

Furthermore, it is permitted, in derogation from Article 22 in conjunction with **Annex 4** for a Once-only Service, and in derogation from Article 24 under b in conjunction with **Annex 5** for a Subscription Service, to use the Alternative Confirmation Screen as set out in **Annex 6** for a Once-only Service, and to use the Alternative Confirmation Screen set out in **Annex 7** for a Subscription Service, provided that:

1. the Service, the promotional material, and the application of the Alternative Confirmation Screen as prescribed in **Annexes 6 and 7** have been approved in advance by the Compliance Office;
2. in case of a Subscription Service, the subscription does not amount to more than € 5.00 per week.

The Compliance Office may set supplementary requirements for the service provision and/or for the Alternative Confirmation Screen and may withdraw any approval granted.

The approval as referred under 1. will be given by the Compliance Office according to a guideline to be published by the board.

## **CHAPTER III Rules of Conduct that apply to Once-only Services**

### **Article 21 General Rules of Conduct Once-only Services**

1. If a Once-only Service consists of multiple messages (e.g. for technical reasons), this should be clearly indicated stating the total rate for the entire Service.
2. The End User receives the following information message as confirmation of each Once-only Transaction:

"You pay once-only € <x.yy> for <name of service> via your telephone bill. More info? [www.payinfo.nl](http://www.payinfo.nl)"

The content of this message may be started with additional text that provides the End User with information relating to the payment (e.g. "Your vote for Ruud has been processed." or "Use the code ABCD to top up your game credits"), subject to the following conditions:

- That the message is not bigger than 1 SMS
  - That the additional text does not detract from the information message referred to in this Article.
3. For each Once-only Service and as soon as € 30 in costs has been incurred within a calendar month, the End User shall receive the following information message, which is sent by the Content Provider:

"You are using the <name of service> Service. The costs so far this month are € <30/60/90...>. For questions go to <service url> or call <telephone number helpdesk>. Info? [www.payinfo.nl](http://www.payinfo.nl)."

4. Registration for a Premium SMS service is subject to a minimum age of eighteen (18 years), unless the order is placed with consent of the parents or legal representative of the End User. This implies that when using the templates pertaining to the SMS Services Advertising Code the text: "Are you under 16? Then ask your parents for consent" needs to be replaced by the text: "Are you under 18? Then ask your parents for consent".
5. The Service Provider shall effectuate payment for the Once-only Service via a Once-only Transaction, to ensure that the End User can relate the Transaction to the Service and the invoice. Notwithstanding the preceding sentence, it is permitted to divide a

Once-only Transaction into several sub-transactions if this is necessary for technical reasons and the partial transactions are carried out simultaneously and the total costs of the Transaction are known in advance.

6. If the second sentence of the preceding paragraph applies, the Service Provider shall verify in advance whether an End User is able to pay the full amount owed for the Service. If that is not the case, the Service shall not be provided. If, for technical reasons, the Service Provider is not able to perform verification in advance, the Service Provider may provide the Service on the condition that the full Service shall be rendered to the End User even if the End User is unable to pay the full amount owed for the Service. In that situation, the Service Provider has the right, for a period of no more than one (1) month following End User's enrolment, to collect the amount owed or the remainder of the amount owed.

## **Article 22 Once-only Services authorised via mobile Internet**

1. In case of Once-only Services where the End User gives final authorisation to order and pay for the Service via a (mobile) Internet page, the Service Provider shall ensure that the End User is shown the Confirmation Screen, in accordance with the Template in the prescribed format, immediately before the actual purchase of the product. The Template forms part of the Code of Conduct. The Foundation shall provide an example file of the Template. Except for the provisions of paragraph 3 and Article 20 of this Code of Conduct, it is not permitted to deviate from the Template. The current Template shall be available at <http://payinfo.nl/mcb-current>.
2. The information shall be displayed in the Confirmation Screen in accordance with the format included in **Annex 4** to this Code of Conduct. The use of the word "free" or similar phrases such as "you have won a prize" is prohibited.
3. The Content Provider may, for a fee as determined annually by the Foundation's Board, request permission to use its own colour scheme and logo. After approval by the Compliance Office, deviation from the Template is only allowed on the following points:
  - colour of the Pay and Cancel buttons. Both must have an identical colour;
  - colour of the text of both buttons;
  - background colour;
  - colour of other texts;
  - line colour;
  - displaying the logo.The procedure for requesting permission can be found at [login.payinfo.nl](http://login.payinfo.nl). The Compliance Office shall review on the basis of the following criteria:
  - Contrast and legibility of the confirmation page. In accordance with Level AAA of the WACG 2.0, being i.a. a minimum contrast of 7.1.
  - Misleading nature of the logo, on the basis of Article 4.
4. The Confirmation Screen must be hosted by the Service Provider who has a direct connection with the Operator. The relevant Service Provider shall be responsible for having available an End User's Confirmation Screen for a minimum period of two years (within the framework of the applicable privacy and other legislation). On this page, the use of the word "free" or similar phrases such as "you have won a prize" is prohibited.

## **CHAPTER IV Rules of Conduct that apply to Subscription Services**

### **Article 23 Initial registration Subscription Service**

1. The initial registration for a Subscription Service does not take place before the

nature and the price of the Subscription Service have been communicated to the End User by the Content Provider.

2. The initial registration for a Subscription Service may be effected either via (mobile) Internet or by mobile telephone.
3. The initial registration for a Mobile Internet Subscription Service or SMS Subscription Service must be effected by means of a registration button on the homepage of the service. It is not allowed to guide the End User directly, via a banner, to the Registration Screen.
4. The initial registration for an SMS Subscription Service can be effected by mobile telephone as follows:
  - a. In the event of Unique Short Codes, by sending the word AAN or ON (whether or not preceded by a keyword), in capitals or lower case, to the Short Code. For instance: the word ON is sent to Short Code 1234.
  - b. In the event of Shared Short Codes, by sending the communicated keyword to the Short Code, followed by the word AAN or ON. For instance: the word ASTRO ON is sent to Short Code 1234.

#### **Article 24 Start of Subscription Service**

Before a Subscription Service commences, the End User should, following initial registration, at the discretion of the Content Provider:

- a. have received either a Registration Confirmation Request by free SMS message in accordance with the provisions of Article 25 and subsequently have confirmed the initial registration. This confirmation of registration occurs if the End User, after having received the Registration Confirmation Request, actively sends an SMS message from the mobile device to which the messages are to be sent, containing:
  - for Shared Short Codes: <keyword> and "PAY" to the <Short Code> ,
  - for Unique Short Codes: the word "PAY" to the <Short Code>
- b. or be shown a Confirmation Screen, in accordance with the Template in the required format. The provisions pertaining to the Confirmation Screen referred to in Article 22 shall apply by analogy to the Confirmation Screen for Subscription Services, except for that the data in the Confirmation Screen are shown in accordance with the format included in **Annex 5** to this Code of Conduct.

#### **Article 25 Registration Confirmation Request Subscription Service**

1. The Registration Confirmation Request within the meaning of Article 24 under a, consists of one (1) SMS message, contains no blank lines, and includes (exclusively) the following text:

"Text PAY to <short code> for your subscription to <service name>, € € <amount>/<period>. You pay via your telephone bill. Info: <service url>. "

In case of shared short codes the keyword must be inserted in front of "PAY", hence as follows:

"Text <keyword> PAY to <short code> for your subscription to <service name>, € <amount>/<period>. You pay via your telephone bill. Info: <service url>."

This means that, by way of an example, the following Confirmation Registration Request may be considered in compliance with the provisions of this Article:

"Now text PAY to 1234 for your subscription to ABCD ring tones, €6 /wk. You pay via your telephone bill. Info: [www.xyz.nl](http://www.xyz.nl)."

2. The website that the Confirmation Registration Request refers to must contain information about the helpdesk and how to deregister from the Subscription Service.
3. It is not permitted to send more than 1 reminder SMS to the End User if the End User has not sent PAY after receiving the Confirmation Registration Request. A reminder SMS must be identical to the Confirmation Registration Request and must be sent within 5 minutes of the first Registration Request Confirmation.

### **Article 26 Welcome Screen and Welcome Message**

1. If the End User has given active consent via the Confirmation Screen as described in Article 24 under b, the Service Provider shall immediately show the End User the Welcome Screen that is clear and legible to the End User, as included in **Annex 8** to this Code of Conduct. It is not permitted to deviate from or to provide other information or show more blank lines than shown in the format, which is included in this **Annex 8** to this Code of Conduct. The following conditions apply to the Welcome Screen:
  - a. With the exception of the logo, the font used must be Arial;
  - b. With the exception of the logo and the "Doorgaan" (Continue) button, the letter size used on the screen must be 14 pixels.
  - c. The height of the logo must be a maximum of 60 pixels or ¼ of the visible width of the telephone screen (in portrait orientation), i.e. if the screen is 300 pixels wide, the logo may be a maximum of 75 pixels high;
  - d. the use of the word "free" or similar phrases such as "you have won a prize" is prohibited.
  - e. There must be a clear contrast between the background colour and the font colour so that the Confirmation Screen can be read clearly (for example, yellow on orange, blue on green, and grey on black are not permitted).
2. After the End User has actively given consent in according with Article 24 under a, the End User will receive a free Welcome Message, which contains the following text:

"You are using <service name>. Want to deregister? Text stop to <short code>. For questions go to <service url> or call <telephone number helpdesk>. Info? [www.payinfo.nl](http://www.payinfo.nl)."
3. After the End User has actively given consent via a Confirmation Screen, the End User will receive a free Welcome Message, which contains the following text:

"You pay € <x.yy> per <period> for <service name> via your telephone bill. Want to deregister? Text STOP to <short code> For questions go to <service url> or call <telephone number helpdesk>. More Info? [www.payinfo.nl](http://www.payinfo.nl)."

## **Article 27 Rate and other communication after start of Subscription Service**

1. In order to inform End Users of the costs, after the start of a Subscription Service, free information SMS messages must be sent by the Content Provider:
  - a. For each Service and as soon as € 30 in costs has been incurred for the service within a calendar month, the End User shall receive the following free information message:

"You are using the <service name>. The costs so far this month are € <amount 30/60/90..>. For questions go to <service url> or call <telephone number helpdesk>. Info? [www.payinfo.nl](http://www.payinfo.nl)."
  - b. Exactly one year after registration for the relevant Service, the Content Provider must send the End User a free information SMS message, which contains the following text:

"You are using subscription <service name>, the costs are € x.xx/Week. For questions go to <service url> or call <telephone number helpdesk>. Info? [www.payinfo.nl](http://www.payinfo.nl)."
2. In case of a Subscription Service, it is not permitted to charge once-only costs, in addition to the periodic costs of the Subscription Service.

## **Article 28 Deregistration from Subscription Service**

1. The following rules of conduct apply to deregistration from a Subscription to an SMS Service:
  - a. In case of Unique Short Codes, an SMS Subscription Service may be discontinued at all times by sending the word UIT or STOP (whether or not preceded by a keyword), in capitals or lower case, to the Short Code. For instance: the word STOP is sent to Short Code 1234.
  - b. In case of Shared Short Codes, an SMS Subscription Service may be discontinued at all times by sending the communicated keyword to the Short Code, followed by the word UIT or STOP, with a space between the keyword UIT or STOP. For instance: the words ASTRO STOP are sent to Short Code 1234 to deregister from a service. If, upon deregistration (UIT or STOP) on a Shared Short Code, the End User does not mention the keyword of the Service, he or she will be automatically deregistered from all SMS Subscription Services offered on the relevant Short Code. This means that the deregistration command UIT or STOP on a Shared Short Code will result in the End User's deregistration from all SMS Subscription Services provided via such Short Code.

When someone deregisters from a certain SMS Subscription Service, a message confirming deregistration will always be sent by SMS Message. The End User is not charged for such confirmation messages.
  - d. If the End User nevertheless continues to receive messages after his or her proper deregistration, the SMS Service Provider and the Content Provider must solve this problem in the shortest possible term, in accordance with the provisions of Article 28 of the Code of Conduct. If it has been established that the End User has continued to receive messages after his or her proper deregistration, the SMS

Service Provider or Content Provider will reimburse the End User.

- e. Every Content delivery to an End User's mobile telephone must include the following text: "info? www.payinfo.nl" or `www.payinfo.nl'. This website, which is owned by the Foundation, explains how an End User can deregister from an SMS Subscription Service.
  - f. For technical reasons, the previous paragraph does not apply to service messages such as MMS and WAP Push. In the case of service messages, this information must be stated clearly visible on the download page without the End User needing to scroll.
2. The following rules of conduct apply to deregistration from a Subscription to a Mobile Internet Service:
- a. On the homepage of the Mobile Internet Service (www.xyz.nl) a link needs to be in place to deregister (called "Afmelden") which directly leads to the Deregistration Screen within the meaning of **Annex 9** to this Code of Conduct. Clicking "Akkoord" (Agree) once means deregistering for the Service. If an End User deregisters via the above Deregistration Screen, the Service Provider must show the End User the deregistration confirmation screen, which is included in **Annex 10** to this Code of Conduct. The screen must be clear to and easily legible for the End User.
- The following applies to both the Deregistration Screen and the deregistration confirmation screen:
- the provisions of Article 26 paragraph 1 under a through e, apply by analogy;
  - that it is not permitted to deviate from or to provide other information or show more blank lines than shown in the format, which is included in **Annex 9** and **Annex 10** , respectively, to this Code of Conduct.
- b. The Mobile Internet Service will be terminated on the date that the Operator has indicated that the relevant MSISDN / ASID is no longer active.
3. This website [www.payinfo.nl](http://www.payinfo.nl), which is owned by the Foundation, clearly explains how an End User can deregister from a Subscription Service.
4. If the End User nevertheless continues to receive messages after his or her proper deregistration, the Service Provider and the Content Provider must solve this problem in the shortest possible term, in accordance with the provisions of Article 31 of the Code of Conduct. If it has been established that the End User has continued to receive messages after his or her proper deregistration, the Service Provider or Content Provider will reimburse the End User.
5. The Subscription Service will be considered to have been terminated if the Content Provider does not offer the content associated with a Subscription Service to the End User for a continuous period of 2 weeks and fails to comply with the agreement for the Subscription. After that period of inactivity, the Content Provider may not reactivate the service. The End User does not need to actively deregister.

## **CHAPTER V            Chat Services**

### **Article 29    Additional Rules of Conduct that apply to Chat Services**

- A chat service can consist of fictitious persons, in which case the End User must not be given the impression that it is possible to make physical appointments.



- For chat Services, a free welcome message is obligatory.  
The order of the text in the welcome message must always be as follows:
  - **The nature of the Service:** logically and unambiguously state that it concerns a chat Service. The word "chat" must always be mentioned here;
  - **Information on the price and the frequency:** which states unambiguously what costs will be involved in the Chat Service (total costs of the Service for one chat message sent by the End User), as well as the number of messages that will be received per chat. The above must be indicated as follows: "€ 3/chat, send 1 is receive max. 2." or "€ 1/chat, send 1 is receive 1." There must be a punctuation mark between the price statement and the number of messages to be received;
  - **Information on the helpdesk:** by at least providing a website. The statement must always start with www.;
  - **Information on deregistering:** by stating that no action is required for deregistration.
- The welcome message must always be legible and understandable for the End User. Therefore, it is not permitted that the welcome message is a long, consecutive sentence. This means that between components 1, 2, 3 and 4 there should be a punctuation mark, making it clear to the End User that they are separate components of the welcome message.
- It follows from the above that the following welcome message may be considered in compliance with the provisions of this Article and must be used, therefore:

"Welcome to the chat, € 1.50/chat, send 1 is receive 1. Info?  
[www.xyz.nl](http://www.xyz.nl). Stop? Don't send a message."

- After a period of one (1) month of inactivity on the chat Service, the End User must receive the welcome message again after the first chat message that he/she sends.
- For chat Services, the following also applies:
  - a. A maximum of two (2) paid chat messages may be sent to the End User for each chat message sent by the End User.
  - b. The Content Provider may send a total maximum of two (2) chat messages within any 72-hour period following the most recent chat message sent by the End User, as long as the maximum number of chat messages sent to the End User per chat message sent by the End User is not exceeded. After this 72-hour period, no chat messages may be sent to the End User, unless the Service is newly initiated by sending a chat message by the End User.
  - c. In order to inform End Users of the costs, after the start of a chat Service, free information SMS messages must be sent in accordance with Article 21 paragraph 3.

## **CHAPTER VI Complaints, Compliance and Enforcement**

### **Article 30 Prior advice Compliance Office in respect of Service communications**

1. The Content Provider may, for a fee as determined annually by the Foundation's Board, submit communications they wish to use to promote a Service, as well as the screens they wish to use to inform End Users about their Service, to the Compliance Office for advice in advance.
2. The Compliance Office shall consider a request for prior advice in respect of the communications referred to in paragraph 1 only if the Content Provider has submitted all the screens of the Content Provider shown to the End User prior to registration with the Compliance Office.
3. The Compliance Office reviews the communications and is authorised to request additional information from the Content Provider prior to making a decision. If the Compliance Office is of the opinion that the communications do not comply with the Code of Conduct, the Compliance Office identifies the parts of the communications that do not comply, following which the Content Provider shall be afforded the opportunity to adjust the communications and re-submit it to the Compliance Office.
4. If the Code of Conduct is amended, a Party shall always submit communications already approved to the Compliance Office for review. In absence thereof, any previously granted approval shall be deemed to have lapsed.
5. Any approval granted by the Compliance Office shall only relate to the combination of all the screens and SMS messages that will be shown to the End User when registering for a Service. Approval by the Compliance Office shall therefore not imply that the individual screens and messages also comply with the Code of Conduct when used in combination with other screens and/or messages.
6. Approval of communications by the Compliance Office does not preclude that the communications may nevertheless be considered in violation of the Code of Conduct, the law, the Dutch Advertising Code or other relevant legislation and regulations by a judge, the Enforcement Committee, the ACM, the Advertising Code Committee or any other authority. Therefore, the Compliance Office shall not accept any liability in this respect.
7. The Compliance Office is authorised to withdraw any approval granted at a later stage. Such withdrawal shall not have retroactive effect.

### **Article 31 Handling of complaints from End Users**

With due observance of the basic principles listed below, the End User will be free to decide whether he or she submits questions, comments or complaints to his or her Operator, Service Provider facilitating the relevant Service or the Content Provider offering the Service. The Party to which the End User submits a complaint will handle such complaint.

1. Handling of complaints by Service Providers and Content Providers
  - a) In cases where the End User submits complaints, questions or comments to the Service Provider or Content Provider regarding the content, operation or communication of a Service provided by the relevant Service Provider or Content Provider, the Service Provider or Content Provider shall provide a satisfactory response. If, for example, the End User wishes to deregister, the Service will be discontinued as soon as possible. A complaint submitted by an End User will always be handled and not passed on to another Party or to an Affiliate.

- b) If the Service Provider submits a request for the provision of the (comprehensive) message history to the relevant Content Provider, said Content Provider must provide the requested information within three working days of receiving said request. If this term is exceeded, the Service Provider will be obliged to compensate the End User in the context of the complaints procedure.
- c) If the registration of a Subscription Service proves not to have been in accordance with the provisions of the Code of Conduct, the End User will be presumed not to have given their consent for the relevant Service and will be compensated for the amount in dispute. Such compensation will be paid out by the Service Provider or Content Provider that has handled the complaint, within 30 days of it being established that the complaint is well-founded.
- d) The Service Provider or Content Provider handling the complaint will have a best-efforts obligation to complete such handling within ten working days; if this term is exceeded, the End User will be actively informed by the party handling the complaint. If the End User receives compensation, this will be paid by the Party that assumed the handling of the complaint, within 30 days of it being established that the complaint is well-founded.
- e) Mobile Internet Service Providers shall ensure that the Confirmation Screen and, if applicable, the End User's related message history of the free information SMS messages (service, time, date, mobile number and content) and any costs charged to the End User are stored for at least two years – within the limits of the applicable privacy and other rules and regulations – for consultation in the event of any complaints or disputes. Mobile Internet Service Providers and Content Providers will also be obliged to store such information so as to provide information at the End User's request and in order to resolve and prevent any cases of fraud. The records of registration must be kept for at least two years following the termination of the Service.
- f) The provisions under e shall apply by analogy to SMS Service Providers in respect of the following information: all registration, consent and deregistration messages (Short Code, service, the time of the message, mobile number and content) of the End User plus his entire Premium SMS MT message history and any costs charged to the End User. SMS Service Providers and Content Providers, and any legal successors or following holders of specific Short Codes, are subject to a best-efforts obligation for the provision of information as referred to in this Article for two years after termination of the SMS Service by the End User.
- g) If, after correctly deregistering, the End User nevertheless continues to receive Content, the Service Provider and the Content Provider will make every effort to solve this problem in the shortest possible term and they will be responsible for the immediate reimbursement to the End User of any user costs that have arisen after the deregistration.

## 2. Handling of complaints by the Operator

- a) In cases where the End User submits any complaints, questions or comments to the Operator, the Operator will provide a satisfactory response. If, for example, the End User wishes to deregister, the Service will be discontinued as soon as possible. A complaint submitted by an End User will always be handled and not passed on to another Party or to an Affiliate.
- b) If the Operator submits a request for the provision of the (comprehensive) message history, and/or the necessary data for determining whether an End User has taken an informed decision, to the relevant Mobile Internet Service Provider or the Content Provider, this Mobile Internet Service Provider/Content Provider must

provide the requested information within three working days of receiving said request. If this term is exceeded, the Operator will be obliged to compensate the End User in the context of the complaints procedure.

- c) If the registration of a Subscription Service proves not to have been in accordance with the provisions of the Code of Conduct, the End User will be presumed not to have given their consent for the relevant Service and will be compensated for the amount in dispute. Such compensation will be paid out by the Operator, within 30 days of it being established that the complaint is well-founded.
- d) Paragraph 1 under d of this Article shall apply by analogy to the Operator.
- e) Paragraph 1 under e through h of this Article shall apply by analogy in the event of complaint handling by the Operator.
- f) Operators are authorised, on behalf of the Parties, to provide the information obtained pursuant to Article 2 under e to the End User to whom the costs for the relevant Service have been charged and to guarantee that such End User is entitled to request such information:
  - in case of SMS Services: the records of the registration and deregistration, plus the overview of the comprehensive Premium SMS MT message history;
  - in case of Mobile Internet Services: the records of the registration and deregistration plus the overview of the comprehensive Content history.

### 3. Telecommunications Disputes Committee

- a) The Operators governed by this Code of Conduct are members of the Telecommunications Disputes Committee.
- b) Any disputes between an End User who is a natural person and not acting in a professional or commercial capacity and one of the Parties to this Code of Conduct regarding the conclusion or performance of the agreement providing for the Services provided or to be provided by the relevant Party may be submitted, either by said End User or by the relevant Party, to the Telecommunications Disputes Committee if it has become clear that the Parties will not be able to resolve their dispute amicably.
- c) In the event of any disputes regarding the costs of Services to be charged, the Operators undertake not to advance in their defence that the End User's claim should be disallowed because the services in question are not provided by the Operator itself or because the Disputes Committee is not competent in respect of such Services.

## **Article 32 Complaints relating to communications by Affiliates**

- 1. With regard to marketing with the help of Affiliates, the Content Provider must:
  - a) oblige Affiliates contractually (e.g. by means of general terms and conditions or rules of procedure) to comply with this Code of Conduct and other relevant legislation and regulations, including the Dutch Advertising Code and, insofar as SMS Services are concerned, the SMS Service Provision Advertising Code;
  - b) oblige Affiliates contractually to comply with enforcement by the Compliance Office and the Enforcement Committee and to adhere to instructions given by the Compliance Committee and decisions given by the Enforcement Committee;
  - c) provide Affiliates with this Code of Conduct and, insofar as SMS Services are concerned, the SMS Service Provision Advertising Code;
  - d) actively intervene in case of breaches by Affiliates of the legislation and regulations referred to under a, and endeavour to prevent any breaches by

Affiliates;

- e) contractually prohibit Affiliates from advertising for Services on websites that are, by their nature, evidently aimed, fully or in part, at young people;
  - f) oblige Affiliates to store their advertisements for one year and keep these available for providing them upon first request to the Content Provider or the Compliance Office for the purposes of complaint handling and enforcement.
2. If the Compliance Office establishes a breach of this Code of Conduct by an Affiliate with regard to the Service, the Content Provider of this Service must ensure that the breach is discontinued within two working days of a demand to this effect by the Compliance Office.
  3. In derogation from the provisions of the SMS Service Provision Advertising Code, the Content Provider will be fully liable for breaches by Affiliates advertising for the Services of the Content Provider. This implies that the Compliance Office may take enforcement measures against the Content Provider and that the Enforcement Committee may impose sanctions on the Content Provider for breaches by Affiliates. This therefore concerns a strict liability of the Content Provider for conduct of the Affiliates of the Content Provider.

### **Article 33 Enforcement via the Compliance Office**

1. The Foundation will appoint an authority (hereinafter "the Compliance Office") which will carry out the Foundation's enforcement and supervisory duties.
2. The Compliance Office will be authorised to take enforcement action against any established breaches of the Code of Conduct, either at the request of Participants of the Foundation or on its own initiative.
3. The Compliance Office will call to account the Party or Affiliate in respect of which a breach of the Code of Conduct has been established (hereinafter "the Party in breach") or one or more natural persons that are or were associated with it by substantially determining or having determined the policies of said Party or Affiliate.
4. If a Party fails to comply with one or more provisions of this Code of Conduct, the Participant of the Foundation that has established the relevant breach by such Party shall report the breach to the Compliance Office as soon as possible (no later than within one week) following its discovery of same.
5. The Compliance Office will determine whether the act violated the Code of Conduct and will, if it is of the opinion that this is the case:
  - (i) directly call to account the Party in breach and instruct it to adjust its services immediately and in any case within two (2) working days of receiving the notice from the Compliance Office in connection with the breach, or to suspend or cancel the relevant Service in such a way that the breach of the Code of Conduct is discontinued within two (2) working days, and/or
  - (ii) provide the relevant Service Provider with a copy of the notice of the breach if the Party in breach is a Content Provider, and/or
  - (iii) in the event of a breach that can be clearly demonstrated and if the Service is not adjusted by the party in breach within two (2) working days, instruct the Party in breach to cease promoting the relevant Service and to suspend or cancel same, and/or
  - (iv) in a situation as described above under (iii), the Compliance Office may also instruct the Service Provider to ensure that the relevant Service is suspended

or cancelled.

6. The Service Providers will be responsible for keeping the Content Providers' contact information at the Compliance Office up-to-date. In addition, the Service Providers must regularly provide a summary, containing for each Service that is live the information as described in **Annex 2**.
7. Furthermore, if it is of the opinion that the instruction/instructions issued by the Compliance Office pursuant to paragraph 5 of this Article has/have not been entirely complied with, the Compliance Office will submit a request for enforcement to the Enforcement Committee in the event of a breach of the Code of Conduct, in the manner further provided for in Articles 34 and 35 of the Code of Conduct. Such a request must be submitted within three (3) months of the expiry of the term referred to in paragraph 5 (i) of this Article. In case of a Serious Breach this time limit shall be 6 months. Also if, in the opinion of the Compliance Office, a ruling on the provision of services or conduct of the Party in breach is desirable due to a different valid reason, for instance because such provision of services or conduct repeatedly fails to comply with the Code of Conduct, the Compliance Office will submit a request for enforcement to the Enforcement Committee, within 3 months after the most recent breach. In case of a Serious Breach this time limit shall be 6 months, in the manner further provided in Articles 34 and 35 of this Code of Conduct. Even if in the opinion of the Compliance Office a ruling by the Enforcement Committee is not or not sufficiently complied with, the Compliance Office may submit a request for enforcement to the Enforcement Committee.
8. Furthermore, if the Compliance Office is of the opinion that instructions issued by it pursuant to paragraph [?] of this Article have not been complied with or have not been fully complied with, the Compliance Office may institute emergency proceedings before the Dutch Advertising Code Committee [Reclame Code Commissie, or RCC]. The Compliance Office will then submit a complaint to the Advertising Code Committee on the basis of the instructions because the Compliance Office is of the opinion that the Advertising Code is being breached by the Party allegedly in breach. The Party allegedly in breach and the Compliance Office undertake to be present at the Advertising Code Committee's session on the first date available for the hearing to provide a further explanation of the complaint and/or the defence. Both the Compliance Office and the Party allegedly in breach undertake to provide the Advertising Code Committee with information and/or relevant documentation in the shortest possible term to enable the Advertising Code Committee to reach a decision on the basis of proper information. The decision of the Advertising Code Committee will be rendered in writing within three (3) working days of the hearing and will be considered "provisionally enforceable". This means that, if the Advertising Code Committee confirms that the Party allegedly in breach has indeed breached the Advertising Code, the communications in dispute and any other communications of the Party in breach that are essentially equivalent to the communications in dispute may no longer be made public, with immediate effect.  
An appeal may be lodged with the Appeals Tribunal [College van Beroep] against the decision of the Advertising Code Committee within seven (7) days of the date of the decision. The same conditions will apply to proceedings before the Appeals Tribunal as apply to proceedings instituted before the Advertising Code Committee. If it becomes clear that the Party in breach has not immediately complied with the decision of the Advertising Code Committee, the Compliance Office will submit a request for enforcement to the Enforcement Committee. Such a request will be submitted to the Enforcement Committee no later than within four (4) weeks of the Compliance Office establishing the non-compliance with the decision of the Advertising Code Committee
9. Participants of the Foundation may lodge an appeal with the Enforcement Committee

against the finding by the Compliance Office within thirty (30) days of the finding of the Compliance Office being filed in the manner described in paragraph 5 or 12 of this Article. If a Party wishes to lodge an appeal against a finding by the Compliance Office, such Party must be a Participant of the Foundation, in which case the appeal may be submitted to the Foundation's secretariat.

If a Party wishes to lodge an appeal against a finding by the Compliance Office and this Party is not a Participant of the Foundation, the appeal may be submitted to the Foundation's secretariat upon payment of an annual fee to be determined by the Foundation.

10. The Compliance Office, at its own discretion but within the limits of the applicable privacy and other rules and regulations, may call on Parties to provide log data and/or marketing communications and/or web logs for investigation of possible breaches of the Code of Conduct. Log data means, inter alia, registration messages, deregistration messages, server logs, Content received, the Confirmation Screen and, if applicable, the related history of the free information SMS messages (service, time, date, mobile number and content) relating to an End User. The Parties are obliged to provide this information within two (2) working days. The Content Providers warrant that the End Users - if and insofar this information contains personal data of End Users - have agreed that these data may be provided to the Compliance Office for the purpose described in this Article.
11. In the event of a Serious Breach of the Code of Conduct, an Operator can submit a request for enforcement directly to the Enforcement Committee.
12. In the event of agreement between the Compliance Office and the Operators regarding a Serious Breach, the Compliance Office may instruct the Party that is in breach to cease promoting the relevant Service, to suspend the relevant Service (to cease charging costs to the End Users concerned), to cancel the relevant Service, and/or to inform users of the Service of the possibility of a refund, within two (2) working days. In case the Party that is in breach fails to comply with the instructions of the Compliance Office, the Service Provider will be obliged to comply with the request to suspend the relevant Service (to cease charging costs to the End Users concerned) or to cancel the relevant Service. The Service Provider will be obliged to do this within two (2) working days after receiving the instruction from the Compliance Office. If the Party that is in breach disagrees with the decision by the Compliance Office and the Operators, the Party that is in breach may lodge an appeal with the Enforcement Committee in accordance with paragraph 9 of this Article. In case the Party that is in breach lodges an appeal, there will be no instruction that it inform users of the SMS Service regarding a refund; this possibility will then form part of the decision that may be handed down by the Enforcement Committee. If it so wishes, the Compliance Office may submit a request for enforcement to the Enforcement Committee within four (4) weeks after the instruction has been issued.
13. Where this Article refers to the period of two (2) working days, that period will commence at midnight on the next working day. For example: if an instruction is issued by the Compliance Office at 14:12 hours on 2 February, the period will commence at 00:00 hours on 3 February.

#### **Article 34 Enforcement Committee**

1. An Enforcement Committee (hereinafter "the Committee") has been established.
2. The Committee has three independent members. The Committee consists of a legal expert and two other persons of which at least one (1) of them has knowledge of the sector. The Committee needs to be competent, independent and balanced. The members are appointed for a three-year period by the members of the Foundation's

Board. The members may be re-appointed.

3. The members will carry out their duties independently and may not have any interests of any nature in or related to Parties to the Code of Conduct.
4. The members of the Committee cannot be removed from office during their term, unless they so request at their own initiative, unless they breach paragraph 3 of this Article or unless they seriously neglect their duties.
5. The Committee will receive secretarial and financial support from the Foundation.
6. The members of the Committee will each receive an expense allowance, to be determined by the Board, for every request for enforcement handled.

### **Article 35 Duties and powers of the Committee**

1. At the request of the Compliance Office, an Operator or a Party lodging an appeal against a finding by the Compliance Office pursuant to Article 33 paragraph 9 of the Code of Conduct, it will be the Committee's duty to rule on the act of a Party or one or more natural persons that are or were connected with it by substantially determining or having determined the policies of said Party that was assessed by the Compliance Office. The Committee will determine whether the act breached the Code of Conduct and, if the Committee finds that this was indeed the case, it will impose an appropriate penalty on the Party that is in breach, in accordance with paragraph 2 of this Article.
2. The Committee will impose a sanction only if it is convinced that the Code of Conduct has been breached and the procedure laid down in Article 33 of the Code of Conduct has been followed.
3. In derogation from paragraph 2, the Committee may also impose a penalty if, although the breaches of the Code of Conduct were reversed following the first warning, there has been a Serious Breach and/or the Code of Conduct was repeatedly breached by the Party that is in breach or one or more natural persons as referred to in the first paragraph of this Article, in such a way as to render the breaches structural in nature.
4. By way of a penalty, either separately or combined, the Committee may:
  - a. issue a reprimand;
  - b. impose a penalty up to a maximum of € 100,000 per established breach;
  - c. prohibit the provision of certain services during a specified period of time;
  - d. prohibit a legal entity or a natural person connected to same in the capacity of a managing director from offering Services to End Users during a specified period (blacklist);
  - e. impose the obligation to issue rectifications;
  - f. impose the obligation to provide compensation for any demonstrable damage;
  - g. impose an order subject to a coercive penalty payment if the Party in breach does not comply with the penalty in a timely manner;
  - h. take other measures which it considers proportional and appropriate.In addition, the Committee may determine that the costs of handling the request should be borne by the Party or Parties that have been found to be in breach for purposes of the penalty, subject to a maximum of € 4,500.
5. The Committee's decisions will be binding on all Parties to the Code of Conduct. A decision by the Committee is a binding decision and does not constitute arbitration within the meaning of Article 1020 of the Dutch Code of Civil Procedure [Rv].
6. The Compliance Office will supervise the compliance with the Committee's decision.
7. The Committee's decisions will be published on the Foundation's website, taking account of requirements related to corporate confidentiality.
8. The Committee will refrain from rendering any decision or imposing any penalty if, prior to such, the request is withdrawn.



9. The Committee will draw up Regulations on the Enforcement of the Code of Conduct which will be communicated to the Parties to the Code of Conduct. The Regulations will describe, among other things, the procedure and terms applied by the Committee before it renders a decision. The procedure shall comply with the reasonable requirements of transparency, objectivity and non-discrimination.

### **Article 36 Fines and refunds (compensation for End Users)**

1. A fine imposed by the Committee in accordance with Article 35 paragraph 4 must be paid into the Foundation's bank account in Amsterdam within 14 days after publication of the decision. If the penalty is not credited to the Foundation's account of the Foundation within 30 days after notice, the fine shall be increased by 25%.
2. The Service Provider shall at the request of the Compliance Office immediately suspend payments that the same is liable to make to the Content Provider and to, at the request of the Compliance Office, pay a potential fine to the Foundation within a time limit of 4 months by setting off the fine against the amounts payable to the Content Provider. If the amounts payable to the Content Provider are lower than the financial obligations that the Committee imposed on the Content Provider (e.g. fine or refund) then the Service Provider shall only pay the Foundation the total of the payable amounts and the Content Provider remains responsible for payment of the remaining amount. If the Content Provider is affiliated with several Service Providers, the Compliance Office will determine which Service Provider(s) shall submit a request for suspension as aforesaid.
3. If the Committee's decision imposes that the Content Provider compensates End Users and insofar as the Operator does not compensate the End User - to the extent and scope as stated in the decision - the Compliance Office may order the Service Provider to inform the End Users via SMS of the possibility of compensation through the Foundation's website. The End Users' compensation shall be paid by the Service Provider from the amount payable to the convicted Content Provider arising from the provision of services, insofar as this is adequate. The Service Provider is entitled to charge to the convicted Content Provider the costs reasonably incurred in the execution of the compensation.
4. To facilitate the conscientious execution of the aforementioned fine and compensation processes, the Service Provider shall:
  - a. following a written request by the Compliance Office, within a maximum of 6 weeks before the Compliance Office submits a request for enforcement to the Committee in accordance with Article 33 paragraph 7 of the Code of Conduct regarding the conduct of a Content Provider, immediately suspend payment of monies payable to the Content Provider until the provisions set forth below under b of this Article have been met and provide the Compliance Office with an overview of the monies withheld. The Compliance Office shall notify the Content Provider that the Service Provider Service has been requested to suspend payments.
  - b. after the Content Provider has paid a fine under Article 35 paragraph 4 of the Code of Conduct, has implemented a sanction imposed to compensate End Users, or if no fine or sanction has been imposed, upon written request from the Compliance Office, release the suspended payments;
  - c. up to a maximum amount of € 25,000.00 guarantee the payment of the fine and the indemnification of End Users if there is, at the discretion of the Enforcement Commission, question of a serious breach by a Content Provider.

## **CHAPTER VII Final Provisions**

### **Article 37 Code of Conduct's entry into force**

1. This Code of Conduct will take effect on 1 August 2017.

### **Article 38 Amendment to the Code of Conduct**

1. This Code of Conduct shall only be amended if with respect to a proposal for amendment of the Code of Conduct:
  - a. the voting quorum is met taking into account that a minimum of 50% of all Participants of the Foundation has cast their vote in time regardless of whether the individual Participant voted for or against the proposal for amendment and regardless to which category the Participant belongs (hereinafter "Voting Quorum"), and
  - b. the voting result is equal or greater than 0.6 where the voting is conducted as follows:
    - i. the three categories of Participants as described in Article 39 of this Code of Conduct each have 1/3 of a vote ("Vote");
    - ii. if one of the three categories does not vote because none of the Participants in this category votes for or against the proposal, then this category's Vote's share shall be divided equally over the other two (2) categories, thereby increasing their vote to 1/2 per category;
    - iii. within each category the Vote is divided according to the active voters for or against within the category, such that every actively voting Participant receives an equal share in the final Vote of the category (therefore, votes that were not cast are not counted as votes against the proposal).
    - iv. the proposal shall be adopted if the sum of the Votes is greater than 0.6.

#### *An example: Category 1*

*(Operators):*

*if 3 out of the 5 Participants of this category Operators cast their vote, 2 in favour of the amendment, 1 against the amendment and 2 members abstain from voting, the Vote for this category is  $2/3 \times 1/3 = 0.222$ ;*

*Category 2 (Service Providers):*

*if 4 out of the 8 Participants of this category cast their vote, 3 in favour of the amendment, 1 against the amendment and 4 members abstain from voting, the Vote for this category is  $4/8 \times 1/3 = 0.249$ ;*

*Category 3 (Content Providers):*

*if 4 out of the 4 Participants of this category cast their vote, 2 in favour of the amendment and 2 against the amendment, the Vote for this category is  $2/4 \times 1/3 = 0.166$ ;*

*Since the Voting Quorum was met (11 out of 17 Participants voted =>50%), and the total Vote ( $0.222 + 0.249 + 0.166$ ) = 0.637, the proposal for amendment may be adopted.*

2. Proposals for amendment of the Code of Conduct may be submitted by Participants, ACM, and legal entities whose statutory objective is the protection of the interests of consumers. Proposals shall be submitted via the Foundation's postal or e-mail address.
3. The Foundation's Board shall make an effort to provide an initial response to the submitter of the proposal within 1 month after receiving the proposal for amendment.
4. The Foundation's Board shall make an effort to inform all Participants in a timely (at least 2 weeks before the deadline) and sufficient manner regarding the proposed amendments to the Code of Conduct, so that all Participants may be able to cast their vote. This means, among other things, that if a Participant did not cast its vote, the Foundation's Board shall approach this Participant personally to still try to come to a vote.

### **Article 39 Participant Categories**

Parties to this Code of Conduct may become Participants of the Foundation and will be divided into three categories, to wit:

- Category 1: Operators or other parties, if they facilitate their own Services or Services of Service Providers and charge such services to End Users, including mobile and fixed network providers insofar as they offer Services to End Users and/or Service Providers, insofar as they charge Services to their End Users, either explicitly or as the result of the applicability of this Code of Conduct to their agreement with the Operator;
- Category 2: Service Providers
- Category 3: Content Providers.

To become a Participant, registration with and acceptance by the Foundation is required.

### **Article 40 Secretariat of the Code of Conduct**

The secretariat of the Code of Conduct and its management is conducted by the Foundation. Any correspondence regarding the Code of Conduct should be sent to the Foundation's postal address.

### **Article 41 Disputes procedure**

Without prejudice to the provisions of Chapter VII of this Code of Conduct, any disputes regarding this Code of Conduct must first be communicated in writing to the parties involved and to the Foundation's Board. If this does not lead to a resolution that is acceptable to all parties to the dispute within six (6) weeks, the dispute will be submitted to the competent District Court in The Hague, The Netherlands.

## **Annex 1: Required information for registration Content Providers**

a. Company:

- Name of the company (legal name) #
- Business address and geographical address if different from the business address #
- Name, e-mail address date of birth and ID copy of the authorised signatories
- Chamber of Commerce number (if applicable) #
- Trade names #
- VAT identification number #

b. Private persons (if not registered with the Chamber of Commerce)

- Full name #
- Date of birth #
- Residential Address #
- Copy ID
- VAT identification number

c. Ultimate Interested Party\*

- Full name #
- Date of birth
- Copy ID

d. Contact person for Foundation

- Full name
- Position
- Telephone
- E-mail address

e. Contact details for enforcement by the Compliance Office

- Full name #
- Position #
- Telephone #
- E-mail address #

In addition, the registering entity must expressly agree to the Code of Conduct and the particular advertising code(s) that can be viewed via a hyperlink.

\*Ultimate Interested Party: any natural person who, directly or indirectly, has an Interest\*\* in the (assets of the) Organisation.

\*\*Interest: capital interest (e.g. shares, certificates), voting rights in the shareholders' meeting, actual control, or –if the Organisation is a foundation or a trust- interest as a beneficiary of its assets or particular control over those assets.

# This information is shared with the Service Provider, see Article 11.

## **Annex 2: Required information Services Overview**

- a. Name and key characteristics of the Service;
- b. Rate;
- c. Frequency and time unit, if applicable;
- d. Date and time at which the Service or Services were purchased;
- e. The way in which the End User can deregister, if applicable;
- f. The name under which the Content Provider of the Service is registered with the Chamber of Commerce (including any trade name or brand name used);
- g. The registration number of the Content Provider of the Service at the Foundation.
- h. A link to the website (URL) of the Service ([www.XYZ.nl](http://www.XYZ.nl))
- i. A link to the confirmation screen, if applicable
- j. The Short Code, if applicable.
- k. A link to the Content Provider's URL that links to accurate and proper information on the Content Provider's website where primarily and immediately clearly legible the following information and information on accessibility is given:
  - the Dutch telephone number (no more than the standard charges);
  - the e-mail address of the helpdesk;
  - the business address and the visiting address if different from the business address;
  - the Chamber of Commerce and VAT number;
  - the name under which the Content Provider of the Service is registered with the Chamber of Commerce (including any trade name or brand name used);
  - the registration number of the Content Provider at the Foundation;
  - In case of a foreign entity also the Foreign Chamber of Commerce number and the country of the relevant Chamber of Commerce.
- l. Contact details of the helpdesk of the Content Provider comprising at least an e-mail address and/or Dutch telephone number (no more than the standard charge);

### **Annex 3: List of permitted abbreviations**

*Words that may not be abbreviated:*

Subscription Service [Abonnementsdienst]  
Subscription [Abonnement]  
Stop [Stoppen]  
Deregister [Afmelden]  
Cost / Costs [Kost / Kosten]  
Day [Dag]  
Download  
Download costs [Downloadkosten]  
Costs [Kosten]  
SMS  
Per sent message [Per verzonden bericht]  
Per received message [Per ontvangen bericht]  
Wallpaper  
Ringtone  
Realtone  
Sound  
Item  
Product  
Info  
Help

*Permitted abbreviations:*

Per message = /message [Per bericht = /bericht]  
Per content item = /item  
Per chat = /chat  
Maximum = max [Maximaal = max]  
Minimum = min [Minimaal = min]  
Per week = /wk  
Per month = /mth [Per maand = /mnd]  
Euro = € (for example € 0.70)  
Including = Incl [Inclusief = Incl]  
Times = x [Keer = x] (for example 3x a fun sound)  
For example = e.g. [Bijvoorbeeld = bijv]

*Examples of abbreviations that are NOT permitted:*

/r.m. (per received message) [/o.b. (per ontvangen bericht)]  
/m. (per message) [/b. (per bericht)]  
p.w. (per week)  
prm and p.r.m.  
[pob en p.o.b.]  
psm and p.s.m.  
[pvb en p.v.b.]  
pm and p.m.  
[pb en p.b.]  
pw

## Annex 4: Format Confirmation Screen Once-only Service

The Confirmation Screen must be displayed full-screen in a separate window, whereby at least the following items 1 through 9 are visible without scrolling. I--framing of the Confirmation Screen is not permitted.

1	Logo / Brand name
1a	Pay via your mobile phone bill.
2	Service name: Your Content
3	Price: €5.00
4	Type: Once-only payment For:
5	Unlimited access for 1 day Service delivery: Immediately after ordering
6	<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid black; padding: 5px 15px;">Pay</div> <div style="border: 1px solid black; padding: 5px 15px;">Cancel</div> </div>
7	Helpdesk: <a href="#">Help</a>
8	Purchasing this service means that you waive your right of withdrawal.
9	Price is incl. VAT and excl. cost of mobile Internet. Are you younger than 18 years? Ask your parents for permission.
10	I agree to the terms of use ( <a href="#">privacy</a> ) <a href="#">terms</a>
11	More information on payments via the mobile phone bill is available at <a href="#">payinfo.nl</a>
12	Paid SMS and Mobile Internet Services Code of Conduct applies
13	Provider: Identity and (if applicable), trade name Geographic address (address where service provider actually holds office) Telephone number Fax number (if available) E-mail address
14	<a href="#">Click here to save this page</a>
15	Suitable mobile devices

1. The Foundation's logo in accordance with the Template, or the approved logo of the Service or the Content Provider, or the brand name in banner format.
- 1.a If a different format is used, a tagline shall be displayed in accordance with the Template, displaying the text "Pay via your mobile phone bill".

2. Display the "Service Name:" the name of the Service or the product. This also shall make clear the involved content category, such as games, ringtones, dance ringtones, wall papers, video, chat etc. The name of the Service and/or the description of the product shall be consistent with the logo and brand name of the site, as well as with the screen or screens preceding the Confirmation Screen, where the End User is invited to make a purchase.
3. Display the "Price:" the price in Euros, e.g. €1.50.
4. Display the text "Once-only payment".
5. Display the text "For:" followed by the number of items and/or the duration of the purchase.
6. The payment and cancellation buttons in accordance with the Template.
7. Helpdesk link to accurate and proper information on the Content Provider's mobile website that primarily and directly legible shows the following information and information on accessibility:
  - a. the Dutch telephone number (no more than the standard charges), b. the e-mail address of the helpdesk;
  - c. the visiting address, and
  - d. the Chamber of Commerce and VAT number, and
  - e. the name under which the Content Provider is registered with the Chamber of Commerce
  - f. (including any trade name or brand name used).
  - g. Foreign entities shall also display the Foreign Chamber of Commerce number and the country of the relevant Chamber of Commerce.
8. Display the following text in accordance with the Template: "Purchasing this service means that you waive your right of withdrawal.
9. Display the following text in accordance with the Template: "Price is incl. VAT and excl. cost of mobile Internet." Are you younger than 18 years? Ask your parents for permission."
10. Display the text "I agree to the terms of use" followed by a link to the privacy and other terms, which shall state, inter alia, the purpose for which the personal data shall be used as well as that the End User, where applicable, also agrees to the transfer of his mobile phone number to the Service Provider and the Content Provider.
11. Display the following text in accordance with the Template: "More information on payments via the mobile phone bill is available at [payinfo.nl](http://payinfo.nl)."
12. Link to the Code of Conduct.
13. Display the "Provider": the name under which the Content Provider of the Service is registered with the Chamber of Commerce (including any trade name or brand name used), as well as the other information contained in the above format.
14. Link "Click here to save this page". The End User must be able to save this page to a permanent data storage medium. Also in accordance with this Code is a screen where the End User can fill in an e-mail address after which the contents of the Confirmation Screen shall be sent by e-mail to the End User.
15. Link to a list of devices suitable for use of the Service. Link to such a list is not necessary if the Service Provider can guarantee it only sends the End User Content that is suitable for the device of the End User.



## **Annex 5: Format Confirmation Screen Subscription Service**

Same as the Confirmation Screen for Once-only Mobile Internet (**Annex 4**), except that:

- Display the text "Type" followed by: Subscription;
- Display the text "For:" followed by the number of items and/or the duration of the purchase. Examples of correct price quotes are:

For: 3 items per week

For: 5 credits per month

For: Unlimited downloads per month

For: Unlimited access per week

- "Service name" is followed by: In the case of subscriptions with an initial free period, the commencement date shall also be displayed: payment commences on: 1-4-2015.
- Display the text "For" followed by, where applicable, a reference to the minimum duration of the subscription, for example: "Minimum duration: 1 week."
- display the price as follows:

The price in Euros, e.g. € 1.50.

The price per week shall be displayed.

If payment is effected on a monthly basis, the price must be specified on a monthly basis.

Pricing per click is explicitly prohibited. Examples of correct price quotes are:

Price: € 5.00 per week

Price: € 5.00 per month

Price: €10.00 per month

Price: € 5.00 per week

## Annex 6: Format Confirmation Screen Approved Once-only Service

The Confirmation Screen Approved Service must be displayed full-screen in a separate window, whereby at least the following items 1 through 9 are visible without scrolling. I-framing of the Confirmation Screen is not permitted.

1	< Back	Pay via your mobile phone bill.
2a	Brand / service name	
2b	Your content	
2c	Content type / category	
3	Price: € 5.00	
4	Type: Once-only payment	
5		
6	<div style="border: 1px solid black; padding: 5px; display: inline-block;">Pay</div>	
7	Helpdesk: <a href="#">Help</a>	
8	Purchasing this service means that you waive your right of withdrawal.	
9	Price is incl. VAT and excl. cost of mobile Internet. Are you younger than 18 years? Ask your parents for permission.	
10	I agree to the terms of use ( <a href="#">privacy</a> ) <a href="#">terms</a>	
11	More information on payments via the mobile phone bill is available at <a href="#">payinfo.nl</a>	
12	Paid SMS and Mobile Internet Services Code of Conduct applies	
13	Provider: Identity and (if applicable) trade name Geographic address (address where provider actually has its office) Telephone number Fax number (if available) Email address	
14	<a href="#">Click here to save this page</a>	
15	Suitable mobile devices	

1. The text in accordance with the template and the text "Pay via your mobile phone bill"...
2.
  - a. Display the name of the Service or the product. The name of the Service needs to be consequently in keeping with the logo and the brand name of the site and with the screen or screens, prior to the Confirmation Screen, in which the End User is invited to make a purchase.
  - b. Advertisement
  - c. The content category, for example games, ring tones, dance ring tones, wallpapers, video, chat, etc.
3. Display the "Price:" the price in Euros, e.g. €1.50.
4. Display the text "Once-only payment".
5. The "pay" button in accordance with the Template.

The other elements are equal to the ones set out in **Annex 4**.

## **Annex 7: Format Confirmation Screen Approved Subscription Service**

The same as the Confirmation Screen Approved (Once-only) Service (**Annex 6**), except:

- Display the text "Type" followed by: Subscription;  
Examples of correct price quotes are:  
For: 3 items per week  
For: 5 credits per month  
For: Unlimited downloads per month  
For: Unlimited access per week
- "Service name" is followed by: In the case of subscriptions with an initial free period, the commencement date shall also be displayed, e.g. payment commences on: 1-4-2015.
- The price will be displayed as follows:  
The price in Euros, e.g. €1.50.  
The price per week shall be displayed.  
If payment is effected on a monthly basis, the price must be specified on a monthly basis.

Pricing per click is explicitly prohibited. Examples of correct price quotes are:

Price: € 5.00 per week  
Price: € 5.00 per month  
Price: €10.00 per month  
Price: € 5.00 per week

## **Annex 8: Format Welcome Screen**

Logo / Brand name	1
Registration for "service name" was successful.	2
Continue	3
For an overview of all payments and deregistration go to: <a href="http://www.payinfo.nl">www.payinfo.nl</a>	4
privacy and other terms	5
Helpdesk: <a href="http://www.hollandbv.nl">www.hollandbv.nl</a>	6

1. The logo of the Service or the Content Provider, or the brand name in banner format.
2. The text "Registration for 'service name' was successful".
3. Option button "Ga Verder" (Continue), which refers to a link to a follow-up page of the Service. Continuing may not be determined or influenced by a countdown timer.
4. A reference to the (mobile) Internet page as referred to in Article 12, first paragraph, of this Code of Conduct, with a statement that deregistration information and an overview of payments is also available on that page.
5. Link to the privacy terms and other terms and conditions, which shall state, inter alia, the purpose for which the personal data shall be used as well as that the End User, where applicable, approves the passing on of his or her mobile number to the Service Provider and the Content Provider.
6. Helpdesk (link) that links to accurate and proper information on the Content Provider's mobile website where primarily and immediately clearly legible information is given regarding the following information and information on accessibility: the Dutch telephone number (no more than the standard charge), the email address of the helpdesk, the visiting address and the VAT and Chamber of Commerce numbers, as well as the name under which the Content Provider is registered with the Chamber of Commerce (including any trade name used). In case of a foreign entity, the Foreign Chamber of Commerce number and the country of the relevant Chamber of Commerce must also be given.

## **Annex 9: Format Deregistration Screen**

Logo / Brand name	1
Deregistering from subscription:	2
Service name: "service name"	3
Price per week: € 5.00	4
Name of content provider: Holland BV (12logo)	5
Click on "Akkoord" (Agree) to confirm deregistration form the subscription service.	6
Agree            Cancel	7
Helpdesk: <a href="http://www.hollandbv.nl">www.hollandbv.nl</a>	8
Back	9

1. The logo of the Service or the Content Provider, or the brand name in banner format.
2. Statement that the Service subscription is being deregistered.
3. Name of the Service. This must also show the relevant content category, such as games, ringtones, dance ringtones, wall papers, video, chat, etc.
4. The price of the Service must be given on a weekly basis. If payment is effectuated on a monthly basis, the price and the number of Content items must be specified on a monthly basis.
5. The name under which the Content Provider of the Service is registered with the Chamber of Commerce (including any trade name or brand name used).
6. Text: "Click on 'Akkoord' (Agree) to confirm deregistration from the subscription service."
7. With regard to the rules applicable to the "agree" and "cancel" buttons, see the rules applicable in accordance with the Template to the "pay" and "cancel" buttons.
8. Helpdesk (link) that links to accurate and proper information on the Content Provider's mobile website where the following primary and immediately clearly legible information and information on accessibility is given: the Dutch telephone number (no more than the standard charge), the email address of the helpdesk, the business address and the VAT and Chamber of Commerce numbers, as well as the name under which the Content Provider is registered with the Chamber of Commerce (including any trade name used). In case of a foreign entity, the Foreign Chamber of Commerce number and the country of the relevant Chamber of Commerce must also be given.
9. Return link to the previous mobile Internet page.

**Annex 10: Format Deregistration Confirmation Screen**

Logo / Brand name	1
Deregistration for "service name" was successful.	2
<input type="button" value="Continue"/>	3

1. The logo of the Service or the Content Provider, or the brand name in banner format.
2. The text "Deregistration for 'service name' was successful".
3. Option button "Continue".