

Paid Mobile Internet Services Code of Conduct

PARTICIPATING PARTIES

Operators

Vodafone

KPN

T-Mobile

Tele 2

UPC

Mobile Internet Service Providers

Netsize

KPN Callfactory

CM Telecom

Telefuture

Target Media

Sunhill Technologies

Netsmart

Content Providers

Artiq Mobile

Pect

The Mobile

Sam Media

Creative Clicks

Mobster Ltd

Considering that,

- a) Operators, Mobile Internet Service Providers, and Content Providers agreed on a Code of Conduct in 2009, with the aim of safeguarding legal certainty and transparency for End Users in the market for Mobile Internet Services;
- b) It was necessary in 2012 to review this Code of Conduct on the basis of experience gained and in order to ensure continued compliance with new and amended requirements of the members of the Foundation and End Users;
- c) three types of parties are, in principle, active in a chain on the market for these Services, namely:
 - Operators, which provide End Users with access to Mobile Networks, so that the End User is able to purchase Services;
 - Mobile Internet Service Providers, which act as intermediaries between Content Providers and Operators and which ensure the data exchange and database management that makes it possible to provide the Services and make payment transactions;
 - Content Providers, which provide the actual Service to the End User;¹
- d) the development of the Mobile Internet Services market benefits from secure and reliable payment transactions and transparency regarding the conditions for Mobile Internet Services and related payment transactions;
- e) the Parties to this Code of Conduct wish to conclude joint agreements in order to promote that security, reliability and transparency;
- f) those agreements relate solely to the Services and the related Transactions charged by the Operator to the End User, so that these agreements do not relate to Mobile Internet Services paid by the consumer in some other way;
- g) the Parties to this Code of Conduct base those agreements on the objective that misleading End Users must be avoided at all times;
- h) the Parties to this Code of Conduct wish to ensure that End Users do not receive or pay for Services without their consent and will not have to pay:
 - for Services that they have not received or not received in full;
 - for Services that do not meet justified expectations, or;
 - for Services of which the conditions have not been made sufficiently clear in advance.

¹ Section b, specifically, of the Recitals 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.

- i) the Parties to this Code of Conduct also wish to ensure that the interests of End Users are protected in the case of services for which End Users do not need to pay, but for which their personal data, MSISDN and/or ASID are used;
- j) the Parties to this Code of Conduct wish to ensure that the End User is familiar 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;
- k) Parties are aware of the fact that, in addition to the provisions of this Code of Conduct, the applicable regulatory framework will continue to apply in full;
- l) pursuant to Article 7:46(a) ff. of the Dutch Civil Code [*Burgerlijk Wetboek*], providers of services are required to provide the consumer with sufficient information regarding, *inter alia*, the identity of the service provider and the nature of the service before there is deemed to be a valid agreement;
- m) the Parties have drawn up the following text for that purpose;

the Operators, Mobile Internet Service Providers, and Content Providers that have signed this Code have agreed as follows:

CHAPTER I GENERAL PROVISIONS

Article 1 Definitions

Affiliate	A third-party enterprise, not being a Content Provider, which advertises the Mobile Internet Services of such Content Provider.
ASID	Anonymous Subscriber ID, a unique number issued by the Operator with a view to the recognition of an individual End User by the Mobile Internet Service Provider.
Confirmation Screen	The screen shown containing all the terms and conditions of which the End User must actively approve before a Service can be purchased.
Content	Information, images, TV, services, chat messages, sounds, including ringtones, MP3, which are intended for use by or with the aid of the mobile telephone.
Content Provider	Supplier of Content supplied to the End User, which Content is charged by the Operator to the End User.
Service	A once-only or subscription offer of Content to an End User, which Content is charged by the Operator to the End User.

Downloadable Content	Content (or a part of such) that may be selected, downloaded and stored, temporarily or permanently, in the memory of the mobile telephone.
Once-only Mobile Internet Service	Service whereby the End User receives the entire Content in one go, the total costs of which are known in advance and which is linked to a Once-only Mobile Internet Transaction. An exception is that a Once-only Mobile Internet Service is involved if the nature of the Service is related to the fact that the entire Content cannot be supplied in one go and is supplied in parts, in which context the parts cannot be considered as an independent service.
Once-only Mobile Internet Transaction	The authorisation by the End User of the Mobile Internet Service Provider for one Transaction that relates to a Once-only Mobile Internet Service. An exception is that a Once-only Mobile Internet 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 immediately.
End User	A user of a mobile connection of an Operator with which a Service can be purchased.
Serious Contravention	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 Parties.
Code of Conduct	The agreements relating to the offering and maintenance of Services, as laid down in this document.
SMS Service Provision Code of Conduct	The applicable SMS Service Provision Code of Conduct, including all appendices and any amendments and supplements to such (also referred to as the 'SMS Code of Conduct').
Compliance Office	The authority that carries out the Foundation's supervisory and enforcement duties.
Multiple Mobile Internet Transaction	The authorisation by the End User of the Mobile Internet Service Provider for several Transactions that relate to a Once-only Service. This is the case in relation to authorisations for paying/purchasing per level, per message, per content item, per search, per 10 minutes, x downloads per week, y messages per month, per match, but not in the case of authorisations for payment per click.
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 Internet Service Provider Platform	The location within the Mobile Internet Service Provider's domain and possibly the hardware of the Mobile Internet Service Provider and corresponding software that is connected to the Operator Platform and the platform on the part of the Content 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.
Operator Platform	A specific combination of hardware and software used by the Operator, which is linked to the Mobile Network and offers an interface to Mobile Internet Service Providers, Content Providers and indirectly to End Users.
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	The signatories to this Code of Conduct and the parties to which this Code of Conduct applies pursuant to a contractual relationship between one of the signatories and another party.
Foundation	The Mobile Services Codes of Conduct Foundation [<i>Stichting Gedragcodes Mobiele Diensten</i>] or the legal successor or successors of that Foundation.
Template:	An approved version of the Welcome Screen by the board of the Foundation, Amongst which the use of colours, logo, font, character size, lines and buttons as stated on https://payinfo.nl/mcb-current .
Transaction	A payment request from the Mobile Internet Service Provider to the Operator to charge costs to the operator's End User for a Service.
URL	Abbreviation for Uniform Resource Locator. This concerns a label that refers to an Internet information source, such as a mobile Internet page.

Welcome Screen The first screen shown to the End User after he or she has registered for a Service that is linked to a Multiple Mobile Internet Transaction.
WWW.XYZ.NL The URL of the homepage of the Service.

Article 2 Code of Conduct

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 concludes 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 that 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 SMS Service Provision Code of Conduct must be observed. If the SMS Service Provision Code of Conduct and this Code of Conduct for Paid Mobile Internet Services conflict, the former will have preference over the latter. There is one exception to this rule, namely the active registration confirmation for a Multiple Mobile Internet Transaction, as stipulated in Article 9, paragraph 2, of the SMS Service Provision Code of Conduct. Following registration by an End User for a Service linked to a Multiple Mobile Internet Transaction, requesting active approval by responding with an SMS message may be replaced by an active confirmation on mobile Internet, as described in Article 15 of this Code of Conduct. The interpretation of terms in this Code of Conduct is separate from the interpretation of terms in the context of the Service Provision Code of Conduct, while no conclusions can be drawn from the addition or lack of provisions or terms in this Code of Conduct in the light of the Service Provision Code of Conduct.

CHAPTER II SERVICES

Article 3 Misleading advertisements

1. Advertisements 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 and products 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 that a prize has been won, a game is being played, or that membership of or affiliation to a club is involved. The above will not prejudice the fact that promotional offers may be made, provided that these comply with this Code of Conduct, the Promotional Offers Code of Conduct [*Gedragscode Promotionele Acties*], the Service Provision Code of Conduct, the Dutch Advertising Code [*Nederlandse Reclame Code*], *Wet Oneerlijke*

Handelspraktijken as well as the applicable and relevant regulatory and statutory requirements.

Article 4 Mobile telephones supported

1. 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 telephone concerned.

Article 5 Helpdesk for End User or Users

1. The Mobile Internet 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 telephone used by the End User. Every Mobile Internet Service Provider will enable every Operator to refer End Users to 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 Content Provider's homepage, the homepage of the Service (www.XYZ.nl) and on the Confirmation Screen for the Service.

Article 6 Left blank

Article 7 Left Blank

Article 8 Significant changes in Services

1. If significant changes in existing paid Services of Content Providers are introduced, the Content Provider will inform registered End Users at least one month before the change takes effect. In such cases, the End User will be permitted to deregister for the Service without any costs.
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, 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 9 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 and/or MSISDN, such must always take place on the basis of up-to-date, non-handset-related data from the Mobile Network.
- b. Providing ASID and/or MSISDN data 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 Mobile Internet 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 and/or MSISDN.
- d. If End User recognition via ASID and/or MSISDN 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 his/her 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 link which needs to be used by the End user to be forwarded to the prescribed Confirmation Screen. The further registration procedure is subject to and follows the provisions of this Code of Conduct.

Article 10 Privacy

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

Article 11 Services overview

1. The Foundation will open a central mobile Internet page (URL) at www.payinfo.nl that provides the End User with a real time overview of all Services he or she purchases or has purchased in the three preceding months. In any event, the following up-to-date information about every Service will be provided on the site:
 - a. Name 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 or the possibility for the End User to register for the Service, if applicable;
 - f. The name with 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 at the Foundation.
 - h. A link (url) to the mobile website of the Service (www.XYZ.nl)

- i. A link (URL) to the Content Provider's website address that links to accurate and proper information on the Content Provider's website where primary and immediately clearly legible information is given on accessibility data such as the Dutch telephone number (maximum charge EUR 0.15 per minute), the e-mail address of the helpdesk, the visiting address, the Chamber of Commerce and VAT numbers and the registration number of the Content Provider at the Foundation.
 - j. Contact details of the helpdesk of the Content Provider comprising at least an e-mail address and/or Dutch telephone number (maximum charge € 0,15 per minute);
2. The Mobile Internet Service Providers will offer the information required for the central mobile Internet page referred to in the first paragraph of this article in accordance with a specification to be determined by the Foundation.
3. The invoices sent by the Operators will refer to the central mobile Internet page as referred to in the first paragraph of this article, namely www.payinfo.nl.
4. The Parties to this Code of Conduct will ensure that the functionalities as referred to in the first paragraph of this article are also made accessible for their own telephone helpdesks, as well as for the helpdesks of the Operators.

Article 12 Use of the mobile telephone

1. Registering for or purchasing a Service by means of tacit approval is not permitted.
2. Without prejudice to the other requirements based on legislation or this Code of Conduct, a Service may be supplied only if confirmation of purchase, as referred to in Article 14, or confirmation of registration, in accordance with Article 15, has been made with use of the mobile telephone of the End User to whom the Service is being supplied. If the initial registration takes place via a website or telephone number, the final registration must also take place via the mobile handset (06 number or ASID) in question.

Article 12a. Registration offering Services

1. A Content Provider may offer Services to an End User. Before offering these Services, the Content Provider shall register with the Foundation, filling in and confirming the details in Annex 3. This basic registration facilitates the supervisory and enforcement duties of the Compliance Office.
2. The Foundation will charge the Content Provider a fee for this registration per calendar year. The board shall annually determine the amount of this fee. After payment, the registration will have the status Active. If the Content Provider is a participant of the Foundation, these costs will not be charged.
3. A registration is valid for both SMS services and mobile internet Services.
4. 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 year.
5. If registered information changes, the "Content Party" should inform the Compliance Office within 14 days. If a Content Party no longer wishes to offer its

- Services to End Users, the Content Party can unsubscribe. The registration will then be terminated. Payments made for the remainder of the year will not be refunded.
4. After complete registration, the Content Provider receives a registration number from the Compliance Office, which number should be stated in the contact details as described in Article 18 sub f.
 5. The Mobile Internet Service Provider is responsible for:
 - a. ensuring that its associated parties 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 Provider.

CHAPTER III TRANSACTIONS

Article 13 General provisions relating to transactions

1. The Mobile Internet Service Provider must include a clear description of the Transaction in the payment instruction to the Operator in accordance with the Operator's specification. That description must contain at least information on how Content Provider's helpdesk can be reached. The Operator will have a best-efforts obligation to list the relevant information on the specified invoice sent to the End User.
2. The Mobile Internet Service Provider will guarantee that the rate shown in the Confirmation Screen is in line with the rate charged to the End User and that this is the rate passed on to the Operator for the purpose of the invoicing of the Service to the End User.
3. Without prejudice to other requirements on the basis of statutory provisions or this Code of Conduct, a Service may be provided only if the End User has clicked on 'Betalen' (Pay) in a Confirmation Screen as prescribed in Article 14 or Article 15.

Article 14. Once-only Mobile Internet Transactions

1. In case of a Once-only Mobile Internet Transaction, the Mobile Internet 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 is part of the Code of Conduct. The Board shall provide an example file of the Template. Except for the provisions of Article 14 paragraph 4, it is not permitted to deviate from the Template. The current Template shall be available at <https://payinfo.nl/mcb-current>.
2. A Content Provider may request permission to use its own colour scheme and logo in accordance with the provisions of Article 14 paragraph 4.
3. The following information shall be displayed as follows in the Confirmation Screen.

Format 1: Confirmation Screen Once-only Mobile Internet Transaction

Logo / brand name	1
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Pay via your mobile phone bill.	1a
Provider: Koning Beer b.v.	2
Name of service: Your Content	3
Price: € 5.00	4
Type: One-off payment	5
For: Unlimited access for 1 day.	6
<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid black; padding: 5px; text-align: center;">Betalen (Pay)</div> <div style="border: 1px solid black; padding: 5px; text-align: center;">Cancel (Annuleren)</div> </div>	7
Help desk: Help No right of withdrawal. Price is incl. VAT and ex. cost of mobile internet.	8
Are you younger than 16 years? Ask your parents for permission.	9
I agree to the terms of use (privacy) terms	10
Click here to save this page	11
More information on payments via the mobile phone bill is available at payinfo.nl	12

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 "Provider:" the name under which the Content Provider of the Service is registered with the Chamber of Commerce (including any trade name used).
3. Display "Name of service:" the name of the Service or the product. This 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.
4. Display the "Price:" the price in Euros, e.g. €1.50.
5. Display the text "One-off payment".
6. Display the text "For:" followed by the number of items and/or the duration of the purchase.
7. The payment and cancellation buttons in accordance with the Template.
8. Help desk (link) that leads to accurate and adequate information on the Content Provider's mobile website that primarily and directly legible shows the following (contact) details:
 - a. the Dutch phone number (max. € 0.15 per minute),
 - b. the email address of the help desk,
 - c. the visiting address, and

- d. the Chamber of Commercial number and VAT number, as well as
 - e. 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). Foreign entities shall also display the foreign Chamber of Commercial number and the country of registration.
9. Display the following text in accordance with the Template: "No right of withdrawal. Price is incl. VAT and ex. cost of mobile internet. Are you younger than 16 years? Ask your parents for permission".
 10. Display the text "I agree to the terms of use" followed by a link to the (privacy) terms, which amongst others shall state the purpose for which the personal information shall be used as well as that the End User, where applicable, also agrees to the transfer of his mobile phone number to the Mobile Internet Service Provider and the Content Provider.
 11. 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 email address after which the contents of the Confirmation Screen shall be send by email to the End User.
 12. Display the following text in accordance with the Template: "More information on payments via the mobile phone bill is available at payinfo.nl"
4. 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 may be found at 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 3.
5. As of April 1st 2012, the Confirmation Screen must be hosted by the Mobile Internet Service Provider who has a direct connection with the Operator. The relevant Mobile Internet 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) legislation). On this page, the use of the word "free" or similar phrases such as "you have won a prize" is prohibited.

6. For a Once-only Mobile Internet Service and as soon as € 50 in costs has been incurred, the End User shall receive once and free of charge the following informational message, sent by the Mobile Internet Service Provider:
"Free message: you are using service 'service name'. The costs incurred to date amount to € 50. Go to www.xyz.nl for your service. Info: www.payinfo.nl".
7. The Mobile Internet Service Provider shall effectuate payment via a single payment instruction, to ensure that the End User can relate the Transaction to the Service and the invoice. Notwithstanding the preceding sentence, several payment instructions for one Service are permitted only if the nature of the Service prevents effectuating payment via a single payment instruction.
8. If the second sentence of the preceding paragraph applies, the Mobile Internet 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 Mobile Internet Service Provider is not able to perform verification in advance, the Mobile Internet 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 Mobile Internet Service Provider has the right, for a period of no more than one month following End User's enrolment, to collect the amount owed or the remainder of the amount owed.

Article 15. Multiple Mobile Internet Transactions

1. In the case of a Multiple Mobile Internet Transaction, an End User can enrol once for a specific Service provided by a Content Provider.
2. In the case of a Multiple Mobile Internet Transaction, the Mobile Internet 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 is part of the Code of Conduct. The Board shall provide an example file of the Template. Except for the provisions of paragraph 3, it is not permitted to deviate from the Template. The current Template shall be available at <https://payinfo.nl/mcb-current>.
3. A Content Provider may request permission to use its own colour scheme and logo in accordance with the provisions of Article 14 paragraph 4.

4. The following information shall be displayed as follows in the Confirmation Screen.

Format 2: Confirmation Screen Multiple Mobile Internet Transaction

Logo / brand name	1		
Pay via your mobile phone bill.	1a		
Provider: Koning Beer b.v.	2		
Service name: Your Content	3		
Price: € 5.00 per month	4		
Type: Subscription	5		
For: 3 items per week	6		
<table border="1" style="display: inline-table; margin-right: 20px;"> <tr> <td style="padding: 5px;">Betalen (Pay)</td> </tr> </table> <table border="1" style="display: inline-table;"> <tr> <td style="padding: 5px;">Annuleren (Cancel)</td> </tr> </table>	Betalen (Pay)	Annuleren (Cancel)	7
Betalen (Pay)			
Annuleren (Cancel)			
Help desk: Help No right of withdrawal. Price is incl. VAT and ex. cost mobile internet.	8		
Are you younger than 16 years? Ask your parents for permission.	9		
I agree to the terms of use (privacy) terms	10		
Click here to save this page	11		
More information on payments via the mobile phone bill is available at payinfo.nl	12		

1. The Mobile Services Codes of Conduct 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 "Provider:" the name under which the Content Provider of the Service is registered with the Chamber of Commerce (including any trade name used).
3. Display "Name of service:" the name of the Service. This shall make clear the involved content category, such as games, ringtones, dance ringtones, wall papers, video, chat etc.
The name of the Service shall be consistent with the logo / 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.
In the case of subscriptions with an initial free period, the commencement date shall also be displayed: payment commences on: 4-1-2014.
4. Display the "Price:" the price in Euros, e.g. €1.50
The price per week shall be displayed.
If enrolment fees or similar costs are applicable, the type of fee shall be described fully, including the price. The costs of the first week (or month) and the following weeks (or months) shall be quoted separately.

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

5. Display the text "Subscription".
6. 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

7. The payment and cancellation buttons in accordance with the Template.
8. Help desk (link) that leads to accurate and adequate information on the Content Provider's mobile website that primarily and directly legible shows the following (contact) details:
 - a. the Dutch phone number (max. € 0.15 per minute),
 - b. the email address of the help desk,
 - c. the visiting address, and
 - d. the Chamber of Commercial number and VAT number, as well as
 - e. the name under which the Content Provider is registered with the Chamber of Commerce (including any trade name or brand name used). Foreign entities shall also display the foreign Chamber of Commercial number and the country of registration.
9. Display the following text in accordance with the Template: "No right of withdrawal. Price is incl. VAT and ex. cost mobile internet. Are you younger than 16 years? Ask your parents for permission".
10. Display the text "I agree to the terms of use" followed by a link to the (privacy) terms, which amongst others shall state the purpose for which the personal information shall be used as well as that the End User, where applicable, also agrees to the transfer of his mobile phone number to the Mobile Internet Service Provider and the Content Provider.
11. 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 email address after which the contents of the Confirmation Screen shall be send by email to the End User.

12. Display the following text in accordance with the Template: "More information on payments via the mobile phone bill is available at payinfo.nl"

5. The Content Provider may request the Compliance Office permission to use its own colour scheme and logo. The provisions of Article 14 paragraph 4 shall apply.
6. As of April 1st 2012, the Confirmation Screen must be hosted by the Mobile Internet Service Provider who has a direct connection with the Operator. The relevant Mobile Internet 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) legislation). On this page, the use of the word "free" or similar phrases such as "you have won a prize" is prohibited.
7. The Mobile Internet Service Provider shall effectuate payment via a single payment instruction, to ensure that the End User can relate the Transaction to the Service and the invoice. Notwithstanding the preceding sentence, several payment instructions for one Service are permitted only if the nature of the Service prevents effectuating payment via a single payment instruction.
8. If the second sentence of the preceding paragraph applies, the Mobile Internet 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 Mobile Internet Service Provider is not able to perform verification in advance, the Mobile Internet 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 Mobile Internet Service Provider has the right, for a period of no more than one month following End User's registration, to collect the amount owed or the remainder of the amount owed.

Article 16 Supplementary conditions for Multiple Mobile Internet Transactions

1. The following applies to all the screens referred to in this article:
 - a. With the exception of the logo, the font used must be Arial;
 - b. With the exception of the logo and the 'Akkoord' (Approved) and 'Annuleren' (Cancel) buttons, the letter size used on the screen must be 14 pixels. The height of the logo must be a maximum of 60 pixels or ¼ of the visible width of the phone screen (in portrait orientation), i.e. if the screen is 300 pixels wide, the logo may be a maximum of 75 pixels high;
 - c. The word 'gratis' (free) or similar phrases such as 'u heeft een prijs gewonnen' (you have won a prize) may not be used;
 - d. 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);

- e. With effect from 1 April 2012, the screen must be hosted by the Mobile Internet Service Provider that has a direct connection to the operator. The relevant Mobile Internet Service Provider is responsible for making the Confirmation Screen available to an End User for a period of at least two years (within the framework of the applicable privacy and other rules and regulations).
2. In the case of a Multiple Mobile Internet Transaction, the Mobile Internet Service Provider will show the End User the following Welcome Screen immediately prior to the actual registration, will ensure that the Confirmation Screen is clear and legible to the End User. It is not permitted to show other information or more blank lines than are shown in the following format.

Format 3: Welcome Screen

Logo / brand name	1
Registration for [Service name] was successful.	2
<div style="border: 1px solid black; padding: 2px; display: inline-block;">Continue</div>	3
For an overview of all payments and to deregister, go to: www.payinfo.nl	4
Privacy and other conditions	5
Helpdesk: www.hollandbv.nl	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 central mobile Internet page as referred to in Article 10, paragraph 1, of this Code of Conduct, with a statement that deregistration information and an overview of payments is also available on this page.
5. Link to the privacy and other conditions, which include the purpose for which the personal data is being used and the statement that, where applicable, the End User approves the passing on of his or her mobile number to the Mobile Internet Service Provider and the Content Provider.
6. Helpdesk (link) that links to accurate and proper information on the Content Provider's mobile website where primary and immediately clearly legible

information is given regarding the following accessibility data: the Dutch telephone number (maximum charge EUR 0.15 per minute), the e-mail address of the helpdesk, the visiting address and the Chamber of Commerce and VAT numbers, as well as the name under which the Content Provider is registered with the Chamber of Commerce (including any trade name used). In the case of a foreign entity, the foreign Chamber of Commerce number and the country of the relevant Chamber of Commerce must also be given.

3. After registering, the End User receives confirmation of the Multiple Mobile Internet Transaction in an SMS message (free of charge). The content of the message is as follows and refers to the mobile website for the Service:

'Free message: you are using the subscription [Service name]. The cost up to now is x.xx/Week. Go to www.xyz.nl Afmelden (deregister): www.payinfo.nl'

If payment for content is made on a monthly basis, the price must be specified on a monthly basis.

4. In order to inform the End User of a current Service that costs more than EUR 5 per week, free information SMS messages must be sent by the Content Provider when the Multiple Mobile Internet Transaction is renewed. The website used is the mobile website for the Service:

'Free message: Your subscription to your service has been renewed. Go to www.xyz.nl for your service. Info: www.payinfo.nl'

5. In order to inform the End User of the costs after the Multiple Mobile Internet Transaction, the Content Provider shall inform the End User thereof by means of a free informative SMS message on the date exactly 1 year after the registration of the subscription by the End User on the relevant Service. The website used is the mobile website form the Service:

"Gratis bericht: je maakt gebruik van abonnement 'Dienstnaam', de kosten zijn € x.xx/Week. Ga naar www.XYZ.nl Afmelden: www.payinfo.nl"
(Free message, you are using subscription 'Service name', the costs are € x.xx/Week. Go to www.XYZ.nl Deregister: www.payinfo.nl").

For all Services registered before 1 April 2013, The Content Provider needs to inform the relevant End Users ultimately on 1 April 2014 as stated in this clause.

6. All the free information SMS messages to the End User referred in Article 16 must be sent by the Mobile Internet Service Provider via the relevant Mobile Internet Service Provider's SMS gateway. The SMS Service Provider and the Mobile Internet Service Provider are consequently the same party. This article and all the free information SMS messages referred to in Article 16 apply with effect from 1 April 2012.

7. On the homepage of a subscription Service (www.XYZ.nl) a link needs to be in place to deregister (called "Afmelden") which directly leads to the Deregisterscreen as defined in clause 16.8.
8. If an End User clicks on a link to deregister, the End User will be enabled to deregister by means of the following deregistration screen. It is not permitted to show other information or more blank lines than are shown in the following format. Clicking 'Akkoord' (Approved) once means deregistering for the Service.

Format 4: Deregistration screen

Logo / brand name	1
Deregistering from subscription:	2
Name of Service: 'name of the Service'	3
Price per week: € 5.00	4
Name of Content Provider: Holland BV (12logo)	5
Click on 'Akkoord' (Approved) to confirm deregistration from the subscription service.	6
<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid black; padding: 2px 5px; text-align: center;">Akkoord (Approved)</div> <div style="border: 1px solid black; padding: 2px 5px; text-align: center;">Annuleren (Cancel)</div> </div>	7
Helpdesk:www.hollandbv.nl	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 content category, for example games, ring tones, dance ring tones, wallpapers, 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. The name with which the Content Provider of the Service is registered with the Chamber of Commerce (including any trade name used).
5. Statement: 'Click on "Akkoord" (Approved) to confirm deregistration from the subscription service.'
6. The 'Akkoord' (Approved) and 'Annuleren' (Cancel) buttons must be the same size and colour and must be placed next to one another. The letter size is 16 pixels. The button must not be higher than 2½ times the letter size. If the size of the screen means that it is not possible to position the buttons

next to one another, they may be positioned underneath one another, with a maximum of one blank line between them.

7. Helpdesk (link) that links to accurate and proper information on the Content Provider's mobile website where primary and immediately clearly legible information is given regarding the following accessibility data: the Dutch telephone number (maximum charge EUR 0.15 per minute), the e-mail address of the helpdesk, the business address and the Chamber of Commerce and VAT numbers, as well as the name under which the Content Provider is registered with the Chamber of Commerce (including any trade name used). In the case of a foreign entity, the foreign Chamber of Commerce number and the country of the relevant Chamber of Commerce must also be given.
8. Return link to the previous mobile Internet page.
9. If an End User has deregistered for a Service linked to a Multiple Mobile Internet Transaction, the Mobile Internet Service Provider must show the End User the following screen to confirm the deregistration. The screen must be clear to and easily legible for the End User. It is not permitted to show other information or more blank lines than are shown in the following template.

Format 5: Deregistration Confirmation Screen

Logo / brand name	1
Registration 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'.
4. A Service which is linked to a Multiple Mobile Internet Transaction will be terminated on the date that the Operator has indicated that the relevant MSISDN / ASID is no longer active.

CHAPTER IV COMPLAINTS, COMPLIANCE AND ENFORCEMENT

Article 17 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, the Mobile Internet 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 Mobile Internet Service Providers and Content Providers

- a) In cases where the End User submits complaints, questions or comments to the Mobile Internet Service Provider or Content Provider regarding the content, operation or communication of a Service provided by the relevant Mobile Internet Service Provider or the Content Provider, the Mobile Internet Service Provider or Content Provider shall provide a satisfactory response. If, for example, the End User wishes to deregister, the service will be halted as soon as possible. A complaint submitted by an End User will always be handled and not passed on to another Party.
- b) If the registration of a Multiple Mobile Internet Transaction 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 his or her consent for the relevant Service and he or she will be compensated for the amount in dispute. Such compensation will be paid out by the Mobile Internet Service Provider or Content Provider that has handled the complaint, within 30 days of it being established that the complaint is well-founded.
- c) The Mobile Internet Service Provider or Content Provider that assumed the handling of 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, same 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.
- d) Mobile Internet Service Providers shall ensure that the Confirmation Screen and, if applicable, the End User's related message history for the free information SMS message traffic (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.
- e) The obligation to store records as described in the preceding paragraph will not

apply if the registration for the Service took place before the Code of Conduct initially entered into force on 1 March 2012; in that event, a one-year obligation to store records will apply, within the limits of the applicable privacy and other rules and regulations.

- f) If, after correctly deregistering, the End User nevertheless continues to receive Content, the Mobile Internet 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 halted as soon as possible. A complaint submitted by an End User will always be handled and not passed on to another Party.
- b) If the Operator (not being the End User) 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, this Mobile Internet Service 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 Multiple Mobile Internet Transaction 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 his or her consent for the relevant Service and he or she 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) The Operator will have a best-efforts obligation to complete handling of the End User's complaint within ten working days; if this term is exceeded, the End User will be actively informed by the Operator handling the complaint. If the End User receives compensation, same 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 for 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 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, within the limits of the applicable privacy and other rules and regulations.

- f) The obligation to store records as described in the preceding paragraph will not apply if the registration for the Service took place before this Code of Conduct initially entered into force on 1 March 2012; in that event, a one-year obligation to store records will apply.
- g) Operators will be entitled, on behalf of Parties, to provide the records of the registration and deregistration obtained pursuant to Article 17(2)(e) plus the overview of the comprehensive Content history to the End User to whom the relevant costs have been charged and guarantee that they are entitled to request such information.
- h) In addition, the Operators will have a best-efforts obligation to provide for an arrangement for the suspension of the payment obligation in respect of Content provided in the event that the End User contests the payment and/or submits a complaint to the Telecommunications Disputes Committee if they do not have such an arrangement upon this Code of Conduct taking effect. The definitive arrangement will be part of the Code of Conduct.

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 on the one hand and one of the Parties to this Code of Conduct on the other 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 the relevant 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, 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 18 Enforcement via the Compliance Office

- a) The Foundation will appoint an authority (hereinafter 'the Compliance Office') which will carry out the Foundation's enforcement and supervisory duties.
- b) The Compliance Office will be authorised to take enforcement action against any established violations of the Code of Conduct, either at the request of Members of the Foundation or on its own initiative.
- c) The Compliance Office will call to account a Party (hereinafter 'the Party in breach') or one or more natural persons that are or were connected with it by substantially determining or having determined the policies of said Party or Affiliate.
- d) If a Party fails to comply with one or more provisions of this Code of Conduct, the member 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.
- e) 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 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 working days, and/or
 - (ii) provide the relevant Mobile Internet 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 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 in Article 18(e)(iii), the Compliance Office may also instruct the Mobile Internet Service Provider to ensure that the relevant Service is suspended or cancelled.
- f) The Mobile Internet Service Providers will be responsible for keeping the Content Providers' contact information at the Compliance Office up-to-date.

The Mobile Internet Service Providers must also provide a regular overview, comprising for each live Service: a link to the Confirmation Screen, the name of the Service, whether the relevant Service is once-only or multiple, the price, and the URL for the Service.

- g) Furthermore, if it is of the opinion that the instruction/instructions issued by the Compliance Office pursuant to sub-paragraph e 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 19 and 20 of the Code of Conduct. Such request must be submitted within four weeks of the expiry of the term referred to in Article 18(e)(i). 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, 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 if the Code of Conduct is breached, within four weeks after the most recent contravention, in the manner further provided in Articles 19 and 20 of the Code of Conduct.
- h) Furthermore, if the Compliance Office is of the opinion that instructions issued by it pursuant to sub-paragraph e 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 Standards Committee [*Reclame Code Commissie*, or *RCC*]. The Compliance Office will then submit a complaint to the Advertising Standards Committee on the basis of the instructions because the Compliance Office finds 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 Standards Committee's session on the first date available for the hearing to provide a further explanation of the complaint and the defence. Both the Compliance Office and the Party allegedly in breach undertake to provide the Advertising Standards Committee with information and/or relevant documentation in the shortest possible term to enable the Advertising Standards Committee to reach a decision on the basis of proper information. The decision of the Advertising Standards Committee will be rendered in writing within three working days of the session and will be considered 'enforceable regardless of any appeal'. This means that, if the Advertising Standards Committee confirms that the Party allegedly in breach has indeed breached the Advertising Code, the communication or communications in dispute and any other communication or communications of the Party in breach that are essentially equivalent to

the communication or 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 Standards Committee within seven 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 Standards Committee. If it becomes clear that the Party in breach has not immediately complied with the decision of the Advertising Standards Committee, the Compliance Office will submit a request for enforcement to the Enforcement Committee. Such request will be submitted to the Enforcement Committee no later than within four weeks of the Compliance Office establishing the non-compliance with the decision of the Advertising Standards Committee.

- i) Members of the Foundation may lodge an appeal with the Enforcement Committee against the finding by the Compliance Office within thirty days of the request of the Compliance Office being filed in the manner described in Article 18(e) and (l). If a Party wishes to lodge an appeal against a finding by the Compliance Office, such Party must be a member 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 member of the Foundation, the appeal may be submitted to the Foundation's secretariat upon the payment of an annual fee to be determined by the Foundation.
- j) 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 weblogs for investigation of possible contraventions of the Code of Conduct. 'Log data' means the Confirmation Screen and, if applicable, the related message history for the free information SMS traffic (Service, time, date, mobile number and content) in relation to an End User. Parties are obliged to provide this information within two working days.
- k) In the event of a serious breach of the Service Provision Code of Conduct that can be clearly demonstrated, an Operator can submit a request for enforcement directly to the Enforcement Committee.
- l) In the event of agreement between the Compliance Office and the Operators regarding a Serious Contravention, the Compliance Office may instruct the Party that is in breach to take the following action within two working days: 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. If the Party that is in breach fails to comply with the instructions of the Compliance Office, the Mobile

Internet 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 Mobile Internet Service Provider will be obliged to do this within two working days after receiving the request 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 the manner described in Article 18(i). If the Party that is in breach submits 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 weeks after the instruction has been issued.

- m) Where Article 18 refers to the period of two 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 19 Enforcement Committee for Mobile Services

1. An Enforcement Committee for Mobile Services (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 whom at least one of them has knowledge of the sector. The Committee shall be competent, independent and balanced. The members will be 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 receive an expense allowance – to be determined by the Board – for every request for enforcement handled.

Article 20 Duties and powers of the Committee

1. At the request of the Compliance Office, Operator, or a Party lodging an appeal against a finding by the Compliance Office pursuant to Article 18(e) 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 Mobile Internet Service Provider, Content Provider or Affiliate 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 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 18 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 Contravention and/or the Code of Conduct was repeatedly breached by the Operator, Mobile Internet Service Provider, Content Provider, Affiliate or one or more natural persons as referred to in Article 20(1) of the Code of Conduct, 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 EUR 100,000 per established breach;
 - c. supplementary to Article 20(4)(b), in the event of a repeated breach by one and the same Affiliate or Content Provider of a Mobile Internet Service Provider of the special advertising code in respect of the provision of Services, the Committee may impose a penalty of EUR 25,000 per Affiliate or Content Provider;
 - d. prohibit the provision of certain services during a specified period of time;
 - e. 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);
 - f. impose the obligation to issue rectifications;
 - g. impose the obligation to provide compensation for any demonstrable damage;
 - h. impose an order subject to a coercive penalty payment if the Party in breach does not comply with the penalty in a timely manner;
 - i. 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 EUR 4,500.
5. The Committee's decisions will be binding on all Parties to the Code of Conduct.
6. The Compliance Office will supervise the compliance with the Committee's decisions.
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 [*Reglement Handhaving Gedragscode*] 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 will meet the reasonable requirements of transparency, objectivity

and non-discrimination.

Article 20b. Fines and refunds

1. A fine imposed by the Commission in accordance with Article 20 paragraph 4 shall must be paid to 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. If the Mobile Internet Service Provider is able and willing to deduct the fines owed by the Content Provider from the payments to the convicted Content Provider:
 - a. the Mobile Internet Service Provider and the Content Provider record this in a settlement agreement;
 - b. the Mobile Internet Service Provider shall pay the fine to the Foundation within a period of 12 months, whereupon the Content Provider has fulfilled its obligation to pay referred to in paragraph 1.

If the Mobile Internet Service Provider is unable to pay the fine in full to the Foundation, the Content Provider shall remain responsible for payment of the remainder owed to the Foundation.

Compensation End Users

3. If the Commission's decision imposes that the Content Provider compensates End Users - to the extent and scope as stated in the judgment - the Mobile Internet Service Provider shall inform End Users via sms of the possibility of compensation through the Foundation's website. The End Users' compensation shall be paid by the Mobile Internet Service Provider from the amount payable to the convicted party arising from the provision of services, insofar as this is adequate. The Mobile Internet Service Provider is entitled to charge to the convicted party the costs reasonably incurred in the execution of the compensation.

Agreement Mobile Internet Service Provider - Content Provider

4. To facilitate the conscientious execution of the abovementioned fine and compensation processes, the Mobile Internet Service Provider shall include in the agreement with the Content Provider regarding the provisioning of services the following:
 - a. If the Compliance Office sends a request for enforcement to the Commission in accordance with Article 14g of the Code of Conduct, with respect to the conduct of a Content Provider, the Mobile Internet Service Provider shall, on first written request from the Compliance Office, immediately suspend payment of moneys payable to the Content Provider until subparagraph b of this article has been fulfilled.
 - b. After the Content Provider has paid a fine possible under article 16 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, the

Mobile Internet Service Provider, upon written request from the Compliance Office, releases the suspended payments.

CHAPTER V FINAL PROVISIONS

Article 21. The Code of Conduct's entry into force

1. This Code of Conduct will take effect on April 1st 2014.
 - a. The amendments to Articles 14 and 15 of April 1st 2014 shall take effect on September 1st 2014.
 - b. Notwithstanding Article 21 paragraph 1.a, Article 14 paragraph 3 and Article 15 paragraph 4 shall take effect on June 13th 2014.
 - c. Prior approval shall be requested from the Compliance Office for Services commencing on September 1st 2014 or later. Existing Services shall be reviewed retrospectively by the Compliance Office.
 - d. With regards to existing Content Providers providing Services in the Netherlands, the amendments to Article 12a of April 1st 2014 come into effect on August 1st 2014, by which date every Content Provider shall be registered in accordance with Article 12a paragraph 1, and in failing which it shall no longer be possible for them to provide services by that date. (The Mobile Internet Service Provider shall ensure that the Content Providers are aware of this registration and whether they register by this date or not.)
 - e. Effectively from July 1st 2014, new Content Providers who currently do not offer content services, will have to register before they can offer their services.
2. Notwithstanding Article 18 of this Code of Conduct, an Operator or Mobile Internet Service Provider may discontinue or suspend Services which do not comply with this Code of Conduct upon this Code of Conduct taking effect until they have been modified to comply with the Code of Conduct.

Article 22 Amendments 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 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 23 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 parties in this category votes for or against the proposal than this category's Vote's share shall be divided equally over the other two categories, thereby increasing their vote to ½ 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 member 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 Operators:

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

Category Mobile Internet Service Providers:

if 4 out of the 8 members of this category vote, 3 vote in favour, 1 votes against en 4 abstain from voting, the Vote for this category is $3/4 \times 1/3 = 0.249$;

Category Content Providers:

if 4 out of the 4 members of this category vote, 2 in favour and 2 against the proposal, the Vote for this category is $2/4 \times 1/3 = 0.166$;

Because the Voting Quorum was met (11 out of 17 parties 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 affiliated Operators, Service Providers, Mobile Internet Service Providers, Content Providers, 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 email 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 time (at least 2 weeks before the deadline) and sufficiently regarding the proposed amendments to the Code of Conduct, so that all Participants may be able to cast their vote. This means amongst others 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 23 Applicability of the Code of Conduct

Parties may become Members 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 Mobile Internet Service Providers and charge such services to End Users, including mobile and fixed network providers insofar as they offer Services to End Users, 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:

Mobile Internet Service Providers;

Category 3:

Content Providers, either explicitly or as the result of the applicability of this Code of Conduct to their agreement with the Mobile Internet Service Providers or as a consequence of registration as Content Provider in accordance with article 12a.

Article 24 Secretariat of the Code of Conduct

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

Article 25 Disputes procedure

Without prejudice to the provisions of Chapter 4 of this Code of Conduct, any disputes regarding this Code of Conduct must first be communicated 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 weeks, the dispute will be submitted to the competent District Court in The Hague, The Netherlands.

Annex 1: Required information for registration

Commercial and public bodies

- Name of the entity
- Address
- Name, email address, date of birth, and copy ID of the authorized signatories
- Chamber of Commerce number (if applicable)
- Trade names

Private persons

- Full name
- Date of birth
- Living address
- Trade names
- Copy ID

Ultimate Interested Party*

- Full name
- Date of birth
- Copy ID

Contact person for foundation

- Full name
- Function
- Telephone number
- Email address

Contact details for enforcement

- Full name
- Function
- Telephone number
- Email address

In addition, the registering entity must submit to the codes of conduct and the advertising code.

*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.

