

Communications Guidelines

Introduction

The object of the network operator and service provider's range of products is the provision of a micropayment system for high quality services using the mobile phone bill, which at the same time should include the service provider in the economic success of the services.

In order to keep the range of products at a high level of quality in the long term, the network operators and service providers have established guidelines for the communication of such services. These guidelines should prevent any instances of malpractice and should serve to protect the consumer.

As a partner of network operators and service providers, we, the company MindMatics, are obliged to comply with these communications guidelines ourselves, and we require our customers to observe these guidelines too. To this end we have summarised all the relevant rules and regulations in the following communications guidelines.

We would ask that you follow these guidelines, in order that this young market can successfully establish itself with consumers.

Kind regards,

The MindMatics Team

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1 Demands on Communications and Advertising Measures

1.1 The service provider guarantees that in their communications and in the communications of their partners, before each use of its services, the following information will be clearly legible, or acoustically or visually easy to understand, as the case may be:

- The **total price the consumer has to pay** for the service or the product according to the price regulations (PAngV). If several payment procedures are necessary for the use of a service provider's service, the service provider is then obliged to name not only the individual price (e.g. per SMS), but also the total price necessary to take up the offered service;
- The properties of the individual billing (content, provider identification) and/or the subscription services as named in section 3.2 subscription properties.
- If applicable, a note regarding the transport costs accrued (e.g. SMS/WAP/GPRS costs).
- In the case of contents, an explicit note regarding alternative participation opportunities to answer the respective contest questions.
- When using shared short code numbers, Web or WAP subscription services, and/or services from providers without a German office, "powered by MindMatics AG" will be displayed (Web/WAP/Teletext and if necessary, in print) for legal reasons.

1.2 The following guidelines must be complied with for presentation and media-based advertising, including text messages:

- i. Tariff information should be declared in **print**, on the **internet** and via online services legibly. Text should be horizontal and font size used should be at least 10pt. Tariff information should, spatially, be presented in direct connection with the shortcode. The font size should be correspondingly enlarged in the case of billboard advertising and other communications with a large surface area.

Example: **Send the keyword "prize" to 83111 (0,49 €/SMS)**

- ii. In **television programmes** tariff information must be legible and should be shown for the whole time that the shortcode is on screen. Tariff information should be presented horizontally and in direct connection with the advertised shortcode. In Germany the resolution of the television pictures should be 768 x 576 pixels. A border of at least 50 pixels space on each side, and on the top and bottom, of the screen should be observed when displaying tariff information. 30 pixels is the minimum font size. A sans-serif font should be used, and the colour of the text should be easily distinguished from the shadows.
- iii. On **Teletext** tariff information must be legible, horizontal, with a minimum font size of 30 pixels, and be presented in direct connection with the shortcode on the same page.
- iv. On **radio programmes** tariff information must be easily audible. With all acoustic advertising efforts tariff information should directly follow or come directly before the advertised shortcode.
- v. With **text messages** tariff information should appear in the main body of the text so that pricing information cannot be overlooked by the recipient because of a break in a line at the of the SMS before the price can be stipulated or other similar editorial measures can be read.

The service provider is obliged to not send any message (e.g. SMS or MMS) to mobile customers, without naming the cost of replying clearly and visibly in the text. As an exception to this, the explicit naming of the price for replying in the text of an SMS or MMS can be dispensed if the service provider is sending a reply to the same mobile customer in direct response to a request (e.g. SMS Chat: here a permanent dialogue is necessary and tariff information will only be given at the beginning of a 'conversation'). The same applies to the advertising of 0190/0900 services.

1.3 The following **currency symbols** should be used in all above mentioned media for displaying tariff information:

- € as symbol,
- EUR as the abbreviation or
- Euro as the word.

Prices should be shown to two decimal places, e.g. 1,99 EUR. When referring to the price in an SMS or MMS the symbol " / " or the phrase "per SMS" or "per MMS" should be used. The service provider is obliged to display tariff information in full i.e. consisting of the price the currency and the reference value (e.g. 1.99 EUR per SMS).

1.4 The service provider has to guarantee that the **colour of the text** used in all tariff information in all advertising material can always be easily differentiated from the background.

1.5 The service provider is obliged to comply with its general duty to supply information in a suitable form vis-à-vis the user within the context of the '**provider identification**' (**Anbieterkennzeichnung**) according to **§ 6 of the German Teleservices Act (Teledienstgesetz)**. The provider identification cannot be available exclusively via premium SMS or premium rate telephone numbers.

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- 1.6 If, within the context of a service which is being implemented by the service provider, one or more SMS or MMS messages is sent back to the mobile customer, the service provider should attach the corresponding shortcode of the service, or an alphanumeric sender which clearly represents the name of the service provider, to the SMS/MMS the customer receives.
- 1.7 The provider agrees not to advertise Premium SMS shortcodes in connection with telephone numbers from the telephone number ranges 0190 and 0900.
- 1.8 The service provider will clearly state in their service offer to the end customer that the contract for the provision of the service will be accomplished exclusively with the content provider.
- 1.9 The following additional guidelines must be observed for the advertising of services for **T-Mobile customers**:
- i. It is forbidden for the service provider or one of its cooperation partners to name or portray T-Mobile, Deutsche Telekom AG or a company within the Deutsche Telekom group with one of their registered trademarks or logos in their communications or in the execution of its services unless T-Mobile gives the service provider its written permission in particular instances.
 - ii. In the case of SMS-based services, which are supplied in line with the business model **Factoring** (e.g. subscription services), the service provider will name the total price payable by the customer (gross) in its advertising and other communications, and in this way differentiate between the **transport component (supply of services by T-Mobile)** and the **value-added component (supply of services by the content provider)**. Here the concrete amounts will be presented and named, from which the total price payable by the customer is comprised. T-Mobile's transport component is 0.12 € per SMS-MO.

Example (communication **plus** TMD transport service):

Send the Keyword "Chat" to 81188 (1.99 €/SMS*)

* plus T-Mobile transport cost

- iii. In the case of **MMS, CSD and GPRS** based services, the above-mentioned guidelines apply. A concrete declaration of T-Mobile's transport prices is not necessary due to the various levels of pricing depending on volume and connection time. The service provider will thus be supplied with the incidental price for the demands on the value-added service with the advice **'plus T-Mobile transport cost'**.

1.10 The following additional guidelines must be observed for the advertising of services for **Vodafone customers**:

- i. Using suitable means of communication in which a premium SMS service is mentioned, the service provider is obliged to disclose the composition of the total price the customer has to pay per SMS for users of the Vodafone short messaging centre i.e. to present the two components by naming the concrete amounts of which the price is made up, in which the Vodafone portion shall always be indicated after the total price of the SMS. The following are regarded as being particularly suitable media for such itemisation: printed material (e.g. newspaper advertisements, flyers, price lists etc), faxback texts, WAP, internet, teletext and call centre information. There exists no obligation to itemise the price in SMS, on radio, on TV or in subscription services. This price communication does not apply to services that will be billed through Vodafone "Mobiles Bezahlen".

The two individual components of the total price the customer has to pay can be shown in the above mentioned media up to 30% smaller than in the tariff information according to figure 2.

Example: **Send the keyword "prize" to 83111 (0.49 €/SMS*)**

* VD2 customers: 0.12 € VD2 service + 0,37 € additional provider fee

- ii. The provider guarantees that the short number will not be named, imprinted, or faded in the immediate vicinity of a symbol of another telecommunications company whether the form be written, pictorial, or a logo. This is only permissible if the access for the availability of the service comes from various networks whereby no logos or other symbols could be visually highlighted.
- iii. By using "Mobiles Bezahlen" the provider guarantees to abide by Vodafone's design guidelines.

2 Demands on the Means of Ordering (Web or WAP Based Services)

2.1 Mobile customers can order the service provider's services on the web (Internet) using the authorisation and ordering methods which are described in detail below:

- i. **Entry of MSISDN** by the respective mobile customer in a designated legitimation field on the service provider's website. Data **security** is guaranteed during the whole ordering and authorising process by way of a secure data transfer (SSL, IPsec) at the service provider's gateway with the mobile customer.
- ii. The service provider creates a **PIN** (8 digit, alphanumeric, case sensitive) and sends this to the mobile customer via **SMS-MT**.
- iii. The mobile customer confirms their order by entering the PIN on the service provider's website.

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- iv. The service provider compares the PIN entered on the web by the mobile customer with the PIN sent previously to the respective mobile customer. If there is a **100% match** between the two pins, the mobile customer will be granted access to the protected web area, or will be send the service, as the case may be.
- v. The validity of the PIN is limited to a maximum of 30 minutes and can be entered incorrectly a maximum of three times. A further incorrect entry results in the termination of the ordering process.

2.2 In the course of the MSISDN submission by the mobile telephone customer, the additional following information must be communicated to the mobile telephone customer

- Content of the service
- Price in direction conjunction with the release of the payment process (payment button)
- Customer care contact information of the content provider

2.3 In the event of a WAP based order, the authorisation and authentication process as described above can be avoided if the consumer's MSISDN has already been transferred by the mobile network operator.

3 Demands on the Means of Ordering (Speech-Based Services)

3.1 The ordering of value-added services can alternatively be placed via voice entry. The delivery of value-added services can take place via SMS, MMS, WAP, Web or voice.

3.2 The use of dialling applications to create a voice connection is not permitted. Furthermore, the use of shortcode for video-telephony offers is not permitted.

3.3 The provider may not use the voice connection as a pure payment or ordering function; instead, this must present an actual added value for the customer.

3.4 The provider guarantees that the customer will be explicitly informed about the price (including billing unit) before the respective use of the value-added services. The provider guarantees this both via the price communication as per the measure of the regulations in section 1 and via the activation of a respectively current price announcement directly at the beginning of the connection to the shortcode.

3.5 The following information must be announced to the customer before an order in the speech portal:

- Provider identification
- Content/description of the value-added service
- Price announcement of the value-added service

3.6 A toll-free price listing (listening before buying) must be made possible for ring tones, music downloads and speech-based value-added services.

3.7 The mobile customer must confirm the ordering of the value-added service by saying a previously named keyword or by entering a code via DTMF. False or incomplete keywords or code may not be used for billing and must be answered with help information that is free of charge to the mobile customer.

3.8 The provider is obligated to automatically disconnect a connection to a shortcode after the uninterrupted duration of 60 minutes.

4 Special Guidelines for Chat Services

4.1 The provide of chat services obligated to send the customer a so-called "Welcome-SMS" and/or "Welcome-MMS" at the latest upon the receipt of the first SMS/MMS message, which must have the following content:

- Name of the service provider
- Description of the service
- Price per SMS/MMS to the mobile customer

4.2 The provision of services to the end customer may only begin after the successful sending of the "Welcome-SMS/MMS" to the mobile customer.

4.3 The content provider is obligated to send the mobile customer another "Welcome-SMS/MMS" after chat inactivity of more than 7 days if this customer again makes use of the chat service.

5 General Guidelines for Subscription Services

5.1 Subscriptions are characterised by the fact that by making an initial purchase of a service, the mobile customer agrees to receive further subsequent services without having to actively agree each time to be charged for the provision of the successive service. The individual amounts of the series of payments to be charged are fixed at the

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point when the initial payment is made. The subscribed-to service can then be received periodically (e.g. daily weather reports, weekly remuneration for using an email account).

- 5.2 The service provider must guarantee by using suitable means of communication that the mobile customer is well informed about the nature and features of the subscription. This particularly applies to content, price (individual and total price), frequency and duration of the service as well as direct debit options (from hereon known collectively as 'subscription features'). The term "subscription" ("Abo") must be clearly communicated.
- 5.3 Upon subscription, the mobile participant will regularly receive the service upon request, however, not more than a maximum of ten (10) times per day and sixty (60) times per month.
- 5.4 A time-based billing unit less than or equal to one day (e.g. 0,49 euro/minute, 1,99 euro/hour, 4,99 euro/day) is excluded from billing for continuing obligation.
- 5.5 If an attempt to charge the customer for the service should fail, then a further two attempts at charging the customer are allowed. After repeated failed attempts at charging the customer for subscription services, the service provider shall cancel the subscription and inform the customer of this by sending them a free SMS.

6 Special Guidelines for Subscription Services (SMS or MMS Subscriptions)

6.1 Mobile customers can order subscriptions via SMS in the following way:

- i. The service provider texts the mobile customer a shortcode, priced according to tariff, and a keyword. The mobile customer sends an SMS-MO to the shortcode they have just received from the service provider.
- ii. The mobile customer then receives one or more free SMS-MTs from the service provider, containing descriptions of the various services. The **service description** must contain the following information as a minimum. This information must be displayed for the customer in an unambiguous and suitable way:
 - Information regarding the respective provider
 - The **price per successive service** (including tax and fees) to be paid by the mobile customer
 - maximum number of instalments in a precisely named base period (**frequency**),
 - A detailed description of how the mobile customer can end the service. A note regarding cancellation options can take place via an answering text message, but upon the receipt of the confirmation SMS by the content provide, must take place via an additional SMS.
- iii. By sending a confirmation SMS-MO priced according to tariff, the mobile customer bindingly orders themselves the subscription. Subscriptions can only be ordered with the command "**START Keyword**" in conjunction with a keyword previously specified by the service provider.
- iv. If the service provider receives an acknowledgement from the respective network operator, the service provider should on his part send a free **confirmation SMS** to the mobile customer. If the payment is successfully authorised by the network operator, the service provider should inform the mobile customer of the subscription features. If the payment is not successfully authorised, the service provider should inform the mobile customer of the reason why the transaction failed.
- v. After completing this process the service provider can begin with the sending of direct debit of the series of payments according to the subscription features as communicated to the customer. Receiving SMS can not incur any additional costs for the mobile customer other than those already authorised.
- vi. The cancellation must at least take place via the same shortcode. The syntax "**STOP Keyword**" is provided for this.
- vii. The mobile customer can cancel the subscription at any time. The cancellation will be immediate for event based subscriptions and effective upon the end of the billing period agreed to with the service provider for budget subscriptions.

6.2 If a keyword SMS which cannot be recognised is sent, free error information containing the basic functions will be sent to the mobile customer. The following basic functions will be provided:

- "**START Keyword**" – starts a subscription service
- "**STOP Keyword**" – ends a subscription service
- "**STATUS**" – delivers a list of active subscriptions on the shortcode
- "**STOP all**" – ends all subscription services on the shortcode
- "**INFO**" – Domestic information (name, address, hotline number) of the content provider or the mediator.

6.3 If the payment authorisation is carried out via SMS, but the invoicing is not (e.g. billing via email or telephone), the service provider has to inform the mobile customers via SMS (along the lines of section 2) or using the same method as used for the billing, about the running time, frequency and price (individual and total price) as well as the procedure for cancelling the subscription, as well as ultimately the total running time of the subscription to the maximum costs that the billing provides.

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7 Special Guidelines for Subscription Services (Web or WAP Subscriptions)

- 7.1 The regulations from section 5 apply to the ordering process of subscription services on the web and WAP with the following exceptions.
- 7.2 The service provider shall provide a way for the consumer to cancel the subscription at any time during its duration for free (except for delivery costs), at least using the same medium by which the invoicing is carried out.
- 7.3 The service provider shall offer the customer the possibility of accessing a list of their subscriptions and the status of those subscriptions. This option should be explicitly communicated to the customer.

8 Special Guidelines for Speech-Based Subscription Services

- 8.1 Mobile customers can order speech-based subscription via the following dialogue:
- i. The mobile customer establishes a voice connection and selects an offered subscription service via voice or DTMF.
 - ii. The mobile customer then receives one or more free SMS-MTs from the service provider, containing a description of the respective service. The **service description** must contain the following information as a minimum. This information must be displayed for the customer in an unambiguous and suitable way:
 - The **gross price per sending of an SMS** to be paid by the mobile customer.
 - Maximum number of SMS-MTs in a precisely named base period (**frequency**)
 - A detailed description of how the mobile customer can end the service.
 - iii. By sending a confirmation SMS-MO priced according to tariff, the mobile customer bindingly orders themselves the subscription. Subscriptions can only be ordered with the command "**START Keyword**" in conjunction with a keyword previously specified by the service provider.
 - iv. If the service provider receives an acknowledgement from the respective network operator, the service provider should on his part send a free **confirmation SMS** to the mobile customer. If the payment is successfully authorised by the network operator, the service provider should inform the mobile customer of the subscription features. If the payment is not successfully authorised, the service provider should inform the mobile customer of the reason why the transaction failed.
 - v. After completing this process the service provider can begin with the sending of direct debit of the series of payments according to the subscription features as communicated to the customer. Receiving SMS can not incur any additional costs for the mobile customer other than those already authorised.
 - vi. To unsubscribe from the service, the same shortcode has to be used. The syntax "**STOP Keyword**" is provided for this.
- 8.2 If a keyword SMS which cannot be recognized is sent, free error information containing the basic functions will be sent to the mobile customer. The following basic functions will be provided.
- "**START Keyword**" - starts a subscription service
 - "**STOP Keyword**" - ends a subscription service
 - "**STOP all**" ends all subscription services on the shortcode
 - "**STATUS**" – delivers a list of active subscriptions on the shortcode
 - "**INFO**" – Domestic information (name, address, hotline number) of the content provider or the mediator.

9 Bill Warnings

- 9.1 For **individual or chat services**, the service provider is obligated to give every customer a free bill warning when they reach the first and every subsequent **50.00 Euros** per shortcode in a calendar month per SMS to notify them that they have reached this amount. Via the Bill Warning, the customer is kept informed of the volume they accumulated in each calendar month.
- 9.2 For **subscription services**, the mobile customer will be informed in increments of 20 Euro about their accumulated volume via a free "**Bill Warning**" via SMS-MT from the service provider that the corresponding sum has been reached by use of the subscribed service. The Bill Warning SMS must also include information regarding the possibilities for ending (and the methods of ending) the value-added service.
- 9.3 The above-named guidelines are equally valid for the delivery channels of SMS, Web, WAP and voice.

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10 Special Regulations for SMS/MMS That Have Been Sent Unrequested

- 10.1 The content providers and mediators agree not to send end customers **any unrequested SMS/MMS** (e.g. SMS spam). Advertising via electronic post (e.g. SMS or MMS) without the prior consent of the addressee is an unacceptable disturbance and therefore fundamentally prohibited (see § 7 section 2, number 3 of the German Law Against Unfair Competition (UWG). As an **exception**, advertising via electronic post is not an unacceptable disturbance if the preconditions of **§ 7 section 3 of the German Law Against Unfair Competition (UWG) are provided ("opt-out" choice)**. If the company has received the mobile telephone number via an order and the customer does not object, the company can send the customer an advertising SMS/MMS for similar products or services. The precondition for this is **that the customer, from the time that they have provided their contact information and in every advertising SMS, is advised that they can object to this form of advertising** without incurring transmission costs other than those as per the basic tariff.

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