

CODE OF CONDUCT FOR PREMIUM-RATE SERVICES

VERSION 4

11 JUNE 2013

Table of Contents

1	General Provisions	3
1.1	Introduction	3
1.1.1	Objective of this Code of Conduct	3
1.1.2	Principles	3
1.1.3	Scope	4
1.2	Definitions, interpretations	5
1.3	General rules and requirements	5
1.3.1	Operation of premium-rate services	6
1.3.2	Further requirements concerning premium-rate services with a cost limit (0691)	6
1.3.3	Data protection	6
1.3.4	Information and media regulations	7
1.3.5	Requirements concerning the service content	9
1.3.6	Content services intended for adults (erotic, overtly sexual or pornographic)	11
2	Special provisions	12
2.1	MT (received premium-rate) SMS service	12
2.1.1	Information and media regulations	12
2.1.2	Protection of Users	13
2.1.3	Registration on the website	16
2.1.4	WAP registration	17

1 GENERAL PROVISIONS

1.1 Introduction

1.1.1 Objective of this Code of Conduct

This Code of Conduct was created to serve as a collection of professional and ethical rules, harmonised with the requirements of the European Union, for content providers providing, either directly or indirectly, premium-rate services in Hungary (hereinafter: Content Providers), thereby achieving professional self-regulation in the premium-rate service segment as well.

As a fundamental objective, the rules, procedures and practices of content provision should be determined, and the users of premium-rate services (hereinafter: Users) should be made familiar with the key principles.

Furthermore, this Code of Conduct is aimed to ensure that the Content Providers providing premium-rate services via the networks of Magyar Telekom Nyrt., Telenor Hungary Ltd., Vodafone Magyarország Zrt. and Invitel Zrt. (hereinafter Operators) render their services on the basis of principles that protect the Users' interests, as well as to strengthen trust in Content Providers and the Operators and guarantee the consistency of fair services and market practices.

In order to comply with this Code of Conduct, the Operators agree to enforce the provisions herein in their number use contracts concluded with the Content Providers, which may, however, stipulate provisions that are stricter than those in this Code of Conduct.

After signing the number use contract and simultaneously accepting this Code of Conduct, conformance of the content service with the relevant requirements is the responsibility of the Content Provider.

1.1.2 Principles

To achieve the goals set forth in this Code of Conduct, the Content Providers and the Operators shall base their actions on the principles below:

- a) taking into consideration the popularity of premium-rate services, failure to provide accurate, well-founded and fair information may result in misleading, or causing damage to, certain Users and, therefore, in order to establish and maintain trust in the service, they define and enforce rules for the protection of Users that are more stringent than those required by law;
- b) they set up uniform regulations to be observed by all of them, and the acceptance of such regulations is a prerequisite for service provision;
- c) Content Providers and Operators shall mutually cooperate with one another;
- d) they always provide comprehensive information to the Users;
- e) they do their best to prevent unlawful service provision;
- f) they consider all current and technologically feasible future possibilities when setting up the regulations.

1.1.2.1 Moral requirements

Both the premium-rate service and communication to the Users must duly take into account social values and human dignity.

It is not allowed to provide services that:

- a) encourage anyone to commit illegal acts,
- b) lead to severe public outrage due to their violent or obscene content,
- c) are misleading due to their inaccuracy, ambiguity, negligence or for any other reason,
- d) lead to severe or general opposition,
- e) are defamatory or humiliating,
- f) base the service on discrimination by race, colour, sex, language, religion, political or other views, national or social origin, property, family or any other status,
- g) encourage the use of materials that are harmful to health,
- h) encourage anyone to perform dangerous activities,
- i) generate an unacceptable level of fear or anxiety,
- j) base the service on exploiting the precarious situation of the User,
- k) disturb anyone's privacy or peace without due reason,
- l) violate or compromise any other person's rights or legitimate interests or are illegal;

Furthermore, the services may not be provided in such a way that:

- m) the content or price of the service is not or not properly communicated to the Users;

1.1.3 Scope

The requirements providing a basis for this Code of Conduct must be jointly reviewed by the Operators and the Content Providers once a year, and the Code of Conduct must be revised as mutually agreed.

The provisions of this Code of Conduct must be applied by all Content Providers to all premium-rate services rendered to Users who have a subscription contract with an electronic communications service provider in Hungary.

The following are considered as premium-rate services:

- a) Sent premium-rate SMS service (MO - mobile originated);
- b) Received premium-rate SMS service (MT - mobile terminated);
- c) Premium-rate voice calls (event-based Audiofix or minute-based Audiotex);

Pursuant to Decree No. 3/2011 (IX. 26.) of the National Media and Infocommunications Authority on the national allocation plan of electronic communications network identifiers (hereinafter: ANFT), premium-rate services are functioning in the number ranges designated for premium-rate services without a cost limit, with the code 90, and premium-rate services with a cost limit, with the code 91, as well as, until 30 June 2013, in the premium-rate service number ranges 17cd and 17cde.

1.2 Definitions, interpretations

The terms related to premium-rate services are to be interpreted according to their definitions in the applicable regulations and generally accepted industry practice.

This Code of Conduct contains the following additional definitions, which are used herein as follows:

Adult content: any service that may adversely impact the physical, mental or moral development of minors, particularly by presenting violent or pornographic content as a key element in an overt and naturalistic way. Chat lines for sexual information, dating services, and non-sexual entertainment do not belong to this category.

Minor: a natural person younger than 18 years of age, except persons who are married, provided that the marriage has not been declared invalid by the court due to the lack of competence or the absence of the guardian authority's permit, necessary as a result of the person's status as a minor.

With limited legal capacity: used for a minor who is older than 14 years of age and is not legally incapacitated, or an adult who has been placed under guardianship by the court as legally incapacitated.

Legally incapacitated: used for a minor who is younger than 14 years of age, and also for a minor who is older than 14 years of age, but has been placed under guardianship by the court as legally incapacitated. The guardianship becomes effective when the persons reaches adulthood, but the minor is regarded as legally incapacitated already on the date of the decision becoming final.

Adults placed under guardianship by the court as legally incapacitated shall also be regarded as legally incapacitated. Persons who are incapable of judgement for the successful administration of their affairs, either permanently or temporarily at the time of making a legal statement, qualify as legally incapacitated even without being placed under guardianship.

Publication for minors: publications (including those distributed electronically) for an audience in which minors are present in an overwhelming majority, as well as ones that, according to the publisher's intention, appear to be wholly or partly intended for minors.

Service for minors: any services wholly or partly intended for minors. Any premium-rate service appearing in a publication for minors shall qualify as a service for minors.

1.3 General rules and requirements

The Content Providers are fully responsible for ensuring that they and the subcontractors they use for the provision of premium-rate services comply with the provisions set forth in the applicable regulations and in this Code of Conduct while carrying out their activities.

The Content Providers are fully responsible for ensuring that they conform with the requirements of the Hungarian legal system and, in particular, fulfil the applicable copyright requirements regarding the content of their services.

The Operators are required to keep up-to-date records of the premium-rate services and the Content Providers in accordance with Decree No. 2/2011 (IX. 26.) of the National Media and Infocommunications Authority on the management of electronic communications network identifiers (hereinafter: Decree). The Operator must make such records available on its website in a way that they are easily accessible and searchable for everyone, and

shall provide information on the records via its customer service. The Operator must make the current version of the Code of Conduct available on its website.

1.3.1 Operation of premium-rate services

Premium-rate services may only be provided in the number ranges specified in ANFT and the Decree, as determined by the Operators as the holders of the right to designate numbers.

The Content Providers shall make all reasonable efforts to ensure that the services they provide comply with the generally accepted quality standards, taking into consideration the availability and quality parameters of the Operators' communications networks.

The Operators are entitled to propose, in writing, the discontinuation of certain services, subject to the obligation to give reasons. If the Operators propose to discontinue certain content categories and/or services, the Content Providers agree to use their best efforts to withdraw all advertisements published in the printed press within the shortest time possible and cancel any further publications.

If the Content Provider or its subcontractor ceases to provide services on a premium-rate number, in order to comply with the record keeping obligation described in the Decree, the Content Provider is required to notify the Operators accordingly and request the deactivation of the given number within the shortest time possible. If the Content Provider fails to fulfil this obligation, the Operators are entitled to take action according to their contracts.

If the Operators notice such faults in connection with the service that prevent the further provision of the service at any of the Content Provider's call numbers under the same conditions, the Operators are entitled to warn the Content Provider in writing to modify/correct its service within the time specified in the Decree or instruct its subcontractor to modify/correct it.

1.3.2 Further requirements concerning premium-rate services with a cost limit (0691)

The Content Providers, as users of premium-rate numbers, acknowledge that, pursuant to the provisions of ANFT, voice-based services with the code 0691 and, until 30 June 2013, in the ranges 17cd and 17cde may only be rendered on condition that the highest fee payable by the calling party is determined by the Operator in a way that does not exceed the fee published by the National Media and Infocommunications Authority (NMIA) on its website after negotiations with the affected service providers, by 31 January every year; this fee is HUF 1,000 at the time of preparing this Code of Conduct.

The Operators shall disconnect the call when the User reaches the published limit.

According to ANFT, adult content may not be provided on premium-rate call numbers (with the code 0691 and in the ranges 17cde and 17cd).

1.3.3 Data protection

The Content Provider is responsible for informing the Users of the parties affected by data management, as well as the scope, purpose, duration and legal basis of data management. In addition, it must be permitted that the managed data be deleted upon the request of the data subject, unless further data management is permitted by law, in accordance with the applicable statutory regulations.

Call data and billing data are to be managed by the Operators according to the effective General Terms and Conditions (GTC) and the provisions of the applicable legal regulations.

1.3.4 Information and media regulations

The provisions below apply to various forms of promotional and advertising activities with the direct or indirect aim of encouraging the use of premium-rate services.

Advertisements must comply with the relevant advertising regulations, particularly Act CLXXXV of 2010 on media services and mass media and Act XLVIII of 2008 on the essential conditions of and certain limitations on business advertising, as well as Act XLVII of 2008 on the prohibition of unfair commercial practices against consumers and Act LVII of 1996 on the prohibition of unfair and restrictive market practices.

Each advertisement must contain the phone number and price of the service, as well as information on the content provider providing the service:

- a) When publicising the service, Content Providers are required to display, in an easily visible form, the name of the Content Provider or its subcontractor and a Hungarian customer contact phone number (not a premium-rate number and not an international toll-free number) accessible during normal working hours, an email address, and a Hungarian postal address (not a post-office box), as well as their detailed rules for participation and contact information. With regard to television programmes, due to the limited display surface, it is sufficient for the Content Provider to show, in addition to the SMS/IVR number and the gross charge to be paid for its use, the phone number of the customer service and the website where the rules of participation for the given programme are available.
- b) Specifying the customer service phone number in radio commercials or spots is not required. The Content Provider is obliged to notify the radio station's customer service of the Content Provider's own customer service phone number. For visual media channels, the Service fee and the customer service number must be, if the size of the advertising surface allows it, at least half the size of the font size used to indicate the call number of the Content Service, but must be, at a minimum, easy to read.
- c) In every advertisement, the displayed (area) code of the premium-rate service (0690, 0691) must be clearly separated from the rest of the phone number and must be easily visible and highlighted to make it clear that it is a premium-rate service.
- d) If a service cannot be used by the customers of every communications operator, it is necessary to indicate the operators in whose networks the service is available.
- e) Content Providers are required to display in every advertisement the call number of and charges payable for their services clearly and understandably, in an easily visible form. The gross billing unit price of the services must be indicated in the official Hungarian currency, using Arabic numerals. In each case where the customer does not use a service on an individual basis but subscribes for the service for a definite or indefinite term, and is therefore subject to any kind of continuous payment obligation, the Content Provider shall indicate the fact of the subscription and the fee payable for the subscription period. In television commercials, in addition to the clear communication of relevant information, the fact of the subscription must also constitute a part of the audio information conveyed.
- f) Textual information relating to the service, particularly with respect to the charges to be paid, is to be displayed in an easily visible and readable form and in a horizontal orientation in such a way that it becomes part of the User message, bearing in mind the characteristics of the information tool used.

Furthermore, in the case of subscription-type services, the fact of the subscription, the period of subscription, the charge payable for the period or, in the case of an indefinite period, the charge payable for one month, must be indicated in a visual form ensuring that the User can easily review the main conditions relating to the service. Apart from the visual form facilitating easy review, the Content Provider must display contact information to be used by the User to collect detailed information on the conditions of the service.

- g) The Content Provider commits to receive calls and messages initiated by Users only on condition that, according to the records, the Content Service was actually available for use at the time of making the call or sending the message. Users may not be charged any fee for calls or messages initiated outside this period.
- h) If the fees to be paid or the phone numbers to be used for longer-term (particularly subscription-type) services change during the term of the service, the customer must be directly notified of the change in the fee or phone number of the service, the extent of such change, and the possibilities of termination at least 30 days before the change takes effect in the form of a notification SMS message.
- i) With regard to device-specific services, the Content Provider shall display on all advertising surfaces information relevant to the appropriate device types (possibly with website availability).
- j) It is particularly prohibited to advertise premium-rate services as free of charge, or advertise certain products or services as free within the framework of a service provided at a premium-rate phone number.
- k) In the case of gift or bonus content, the method of use and the volume of gift or bonus content that may be used during a given period of time must be clarified.
- l) The Content Provider agrees not to contact Users or Users not using their services through direct marketing tools via any channel, particularly by way of SMS or email messages, and not to disclose to third parties any User information acquired by it during the provision of the service, unless the User has expressly approved such contact or disclosure in advance in a verifiable and documented manner, in accordance with the applicable Hungarian regulations, after being properly informed (including, in particular, the provisions of Act CXII of 2011 on information self-determination and the freedom of information and of Act CXIX of 1995 on the use of name and address information serving the purposes of research and direct marketing). The Content Provider must ensure that Users can withdraw such approval at any time, without giving their reasons.
- m) The Content Provider may only accept orders for MT services through a procedure that allows the User to be properly identified (phone number).
- n) The Content Provider must ensure that, after the premium-rate voice call is successfully established, the User receives unambiguous confirmation of the receipt of the call.

1.3.4.1 Special regulations concerning the website operated by the Content Provider

The Content Provider is required to operate a service website with the description of the service and its conditions use, as well as the requirements concerning data management in connection with the service in the Hungarian language and in a well-arranged, structured and clear-cut form.

Furthermore, Content Providers must also indicate the availability of the Operators' websites for premium-rate services, as well as for the records and information websites required by the Decree.

Invitel: <http://www.invitel.hu/invitel/ugyfelszolgalat/tajekoztatok>

Magyar Telekom http://www.t-mobile.hu/lakossagi/ugyintezes/uzletszabalyzatok/emeltdijas_archivum

Telenor: http://www.telenor.hu/edsz_lista/

1.3.4.2 Requirements for the Content Provider's General Terms and Conditions

The Content Provider is obliged to establish and publish the General Terms and Conditions for the provision of its service, including the description of the service and the conditions of its use, as well as the requirements concerning data management in connection with the service, and provide clear and understandable information on the fees and billing methods associated with its services and any technical requirements for the use of the content service or the technical parameters of the content provided which enable the User to ascertain the availability of the content provided before using the content service. The *General Terms and Conditions* must be available from the homepage and all secondary pages of the website. These provisions also apply to the Content Provider's subcontractors with respect to the relevant services.

1.3.5 Requirements concerning the service content

1.3.5.1 Service intended for legally incapacitated persons and persons with limited legal capacity

The information provided in connection with services intended for legally incapacitated persons or persons with limited legal capacity, or the views conveyed through such information, may not interfere with the privacy or peace of minors, mentally retarded or mentally handicapped persons or any other persons under guardianship, bearing in mind the need for special protection for such persons. In particular, the following types of content may not be provided:

- a) references to sexual activities; nudity in a sexual or non-sexual context;
- b) words adversely affecting the development of children (e.g. obscene, violent);
- c) references to or encouragement of violent activities; images, video or audio materials with such content, or applications involving such content;
- d) encouragement of the consumption of alcohol, illegal drugs, tobacco products, or any other intoxicating materials.

In addition, advertisements made easily accessible to legally incapacitated persons or persons with limited legal capacity must contain a warning, highlighted in the same manner as the main message of the advertisement, drawing their attention to the HUF price of calling or sending an SMS message to the given phone number per minute or per message, respectively. With regard to services intended for legally incapacitated persons or persons with limited legal capacity, received premium-rate MT solutions are prohibited in all instances.

Services intended for legally incapacitated persons or persons with limited legal capacity may not encourage the excessive use of the service.

Services intended for minors may not encourage the purchase of products or services, with the exception of products or services commonly used by, and as such not in any way harmful to, minors.

Furthermore, under no circumstances may advertisements inspire or encourage minors to use premium-rate services with the code 90.

1.3.5.2 Sweepstakes

The Content Provider must always comply with the applicable provisions in force of Act XXXIV of 1991 on gambling operations. In the event of unlawful acts, the Content Provider is liable for all resulting damages and costs.

1.3.5.3 Donations

The collection of donations is not allowed within the framework of premium-rate services.

1.3.5.4 Dating and chat services

Within the context of dating services, an advertiser is a natural person who publishes his or her description for dating purposes within the framework of the service; the respondent is the natural person who replies to the message.

The Content Provider or, when a subcontractor is used, its subcontractor reviews the advertisements posted by the advertisers, makes them suitable for publication, and ensures that they contain phone numbers, addresses or other personal data only with the advertiser's consent.

The Content Provider must agree with each advertiser on whether his or her phone number can be directly disclosed to the respondents, or the personal identification information of the interested respondents should be collected for him or her. Only the real data of existing advertisers, who applied on a voluntary basis, may be used for the service, and the Content Provider or its subcontractor is required to make a statement in this respect. The Content Provider or its subcontractor must have regulations in place for the management of intentionally misleading advertisements, which must be made available to the visitors of its website.

Within the context of dating services, it is regarded as a misleading advertisement if the advertiser posts the description of another person, or of a non-existent person, for dating purposes.

The advertisers' data (clearly matched to the reference numbers used in the message) must be retained, subject to a confidentiality obligation, for the period specified in the applicable regulations.

The Content Provider shall ensure that, upon the advertiser's request, his or her message is deleted from the service as soon as reasonably practicable, at the latest within 48 hours (except in print media, where such deletion is impossible, and where only republication is prohibited).

In the case of a dating service, irrespective of whether it is based on voice calls or SMS messages, the Content Provider is to make efforts, as far as it is feasible considering the specifics of the service, to moderate published or released texts, with special emphasis on texts appearing in the media, and therefore becoming accessible to the public, publicly advertised, or in connection with any service with one or more participants. Exceptions are messages directly sent by advertisers to one another. If the Content Provider uses a subcontractor for the provision of its service, the moderation of texts is the responsibility of the actual provider of the service; this fact must be expressly included in the contracts concluded between the Content Provider and the subcontractors.

SMS chat services may only be used within the framework of an MO service.

The Content Provider may provide the chat service regulated in this Section in such a way that its employees, or those of its subcontractor, actually participate in the chat under their own name or under an assumed name. This fact must be communicated by the Content Provider to the User using the service in a clearly visible place and manner before the User's registration for the service. This situation is not subject to the rules set forth under Subsection 3 of this Section.

1.3.5.5 Quiz service

Quiz services may only be offered within the framework of an MO service.

1.3.6 Content services intended for adults (erotic, overtly sexual or pornographic)

Content services intended for adults may only be advertised in media in which the publication of content intended for persons over 18 is allowed.

Adult content may only be provided via premium-rate call numbers without a cost limit (0690).

Within the context of content services intended for adults, the party providing the service is required to perform its advertising activity taking into consideration, and in compliance with, the applicable regulations.

2 SPECIAL PROVISIONS

This Section contains the unique, special requirements for each type of service. In any issues not regulated in this Section, the requirements set forth under the General Provisions are authoritative, followed by the number use contract concluded with the Operator.

2.1 MT (received premium-rate) SMS service

2.1.1 Information and media regulations

It must be made clear for Users that, within this service, they are to pay a fee when receiving an SMS message.

MT-type services may only be launched if the Content Provider is able to determine in advance the expected or estimated costs incurred by the User, or clear information is provided regarding the possible frequency.

The items of information that need to be included in the various types of press and communication materials are shown in the table below:

Type	Required information
Printed press, Internet	<ul style="list-style-type: none">- service number;- gross fee for each SMS message received and frequency of receipt OR total fee for the entire subscription period (for an indefinite-term subscription, the amount of fee for one (1) month) OR total fee for one (1) month;- method of cancellation;- Content Provider's name, customer service contact information (phone, email, postal address), website;- depending on the method of using the service, warning about the additional costs of WAP usage (incidental costs of the use of the service).
TV, radio	<ul style="list-style-type: none">- service number;- gross fee for each SMS message received and frequency of receipt OR total fee for the entire subscription period (for an indefinite-term subscription, the amount of fee for one (1) month) OR total fee for one (1) month;- method of cancellation;- at least two of the following data: Content Provider's name, customer service contact information (phone, email), website;

2.1.2 Protection of Users

2.1.2.1 Registration/application

The use of the service and the corresponding legal transaction is initiated by the User by successfully sending an SMS message, in compliance with the specified content requirements, to the service number. This action is performed based on the Content Provider's notification specifically regarding the User's received premium-rate SMS registration, being aware of the fact that registration means ordering multiple/repetitive Services ("Application").

The Content Provider is only entitled to provide the Service to Users who have successfully registered. Registration is considered successful if the User's SMS message, complying with the Content Provider's requirements, is terminated by the Operator at the Connection Points in accordance with the provisions of the contract between them.

The Content Provider is to confirm the User's successful registration within three (3) minutes in an SMS reply message with information on the service, free of charge for the User and successfully delivered to the Service Provider; the exact content of such reply message is specified in the corresponding table of the Code of Conduct (the above procedure hereinafter jointly referred to as "Successful Registration", the Content Provider's reply as "Notification", a User successfully registering as "Registered User")

The Content Provider shall ensure that it only accepts one registration per User and per service with respect to received premium-rate SMS services.

The Content Provider acknowledges that, during the provision of premium-rate services (for every message from the beginning of registration to the cancellation of the subscription), it is only allowed to use the Operators' short message service centres (SMSC). Furthermore, it acknowledges that the Operators are not required to forward to the Users messages received via foreign short message service centres (SMSC), and that, with regard to User complaints, messages delivered in this way do not qualify as User information according to the Code of Conduct.

If the Content Provider fails to comply with these requirements, the Operators may regulate the relevant consequences in their framework contracts.

2.1.2.2 Notification SMS messages

A notification SMS is an SMS reply message containing information on the service, which must be sent by the Content Provider to the User after registration. The Content Provider is required to send a notification SMS message to the User for every customer registration. Notification SMS messages are free of charge for the User. The exact content of the notification SMS messages to be sent as a reply to registration is included in the following mandatory message. The Content Provider may deviate from this sample only to the extent this is allowed by this Code of Conduct or its framework contract concluded with the Operators.

Recommended reply message samples:

"You have subscribed to our (e.g. received premium-rate) service. We will send you x SMS messages per month/day/week for HUF gross/message. If you want to discontinue receiving SMS messages, send back the word STOP (flat fee). Info: tel. number/www. (website link to Cont.Prov.)"

or

"You have subscribed to our received premium-rate service. We will send you x SMS messages per month/day/week for HUF gross/message. If you want to discontinue receiving SMS messages, send back the word STOP plus key word (flat fee). Info: tel. number/www. (website link to Cont.Prov.)" Notification SMS messages may not contain actual content or advertisements related to the service, but they may contain information on the type or nature of the service to be provided (at the Content Provider's discretion).

If the User registered for an MT service by mistake, he or she must be allowed to cancel the service after receiving the notification SMS message. The notification must make it clear to the User which service he or she has registered for, in order to facilitate cancellation if necessary.

2.1.2.3 Content SMS messages

The Content Provider shall send the actual content to the User in content SMS messages. The Content Provider may not deliver content SMS messages billed at a premium rate within three (3) minutes after the notification SMS messages have been sent and successfully delivered, a precondition for which is that the Content Provider requests delivery reports about the notification SMS messages. After that, deliveries shall occur not more frequently than with two (2) minute intervals, as specified in the Code of Conduct. This requirement applies to the time period between the deliveries of SMS messages or SMS groups with a distinct content that can be individually interpreted; exceptions are notification SMS messages and SMS messages delivering content in several interlinked messages, which are considered as a single transaction.

When sending content SMS messages, Content Providers must refrain from cross-marketing activities, i.e. they may send the User only content advertised under the number concerned and relating to the type of service concerned.

If sending an SMS message by the Content Provider to the User fails for any reason, including running out of available balance for receiving premium-rate services, the premium-rate or MT service being banned, or the termination of the User, the Content Provider agrees, after receiving the corresponding error message, to attempt to send the last message again according to the business model for failed deliveries only after the validity period of the original message has expired, as determined by the default setting of the Operator. When performing repeat deliveries, the Content Provider must refrain from repeatedly attempting to send SMS messages that were previously due but failed to be delivered.

The Content Provider is entitled to send only as many SMS messages to Registered Users during a certain period of time (day/week/month) as was indicated in the communication materials promoting the service.

2.1.2.4 Cancellation, expiry

Users are entitled to cancel the service at any time. To ensure consistency, cancellation should be effected by sending the word "STOP". If the cancellation does not indicate which service it applies to (e.g. "STOP xxx" or "xxx STOP"), all services belonging to the same number will be terminated.

If more than one service is provided under the same service number, cancellation should be carried out by a code word applying to the content, e.g. "STOP RING" or "RING STOP".

The cost the User has to pay for cancellation should not exceed the standard SMS rate according to the tariff package used by the User in the Operator's network.

In addition, registration should be removed automatically, without any further action by the User in the following situations:

- The User has barred with the Operator the use of premium-rate services or, if possible, individual service types. After detecting the occurrence of termination, the Content Provider must remove the registration associated with the service according to its records; following that, the Content Provider may only send the User a notification SMS concerning the termination, depending on the provisions of the service contract concluded with the Operator.
- If, based on the error code returned by the Operator, the Content Provider attempted to deliver an SMS message to a number associated with a terminated User or to a non-existing number, after receiving the error code, the Content Provider must remove the User number and the registration associated with the given service by the end of the next business day.
- In the event that the actual use of a subscription-based service may require further active steps, over and above the act of ordering and cancellation (e.g. in the case of downloading various content, the initiation of downloading), the Content Provider agrees that if, in the case of an active subscription for the given call number, the User does not exhibit any active behaviour for the use of the service for 3 months, not even on a single occasion, the Content Provider is to draw the User's attention to the fact of their registration via a notification SMS message. The Content Provider must request confirmation from the User concerning the further activation of the subscription in an SMS reply message, subject to the same rate as the registration SMS. The possibility and method of cancellation is to be indicated in the SMS message. If, after the request, the User does not send an SMS reply message by the end of the next business day, clearly indicating his or her intention to use the service further, the service ordered by the User is to be considered as cancelled, and the Content Provider must notify the User accordingly and remove the User's registration from its records.

During the registration procedure, the Content Provider must draw the User's attention to this circumstance, and the User must consent to the possible transfer of data during the registration by means of a statement. If the User refuses to make this statement, the registration procedure is unsuccessful.

2.1.2.5 Modification of service, switch between services

Switching from one service provided by the Content Provider to the other directly and instantly in such a way that the User cancels his or previous service and places an order for a new service in a single action is not supported, even in the event of the explicit and clear expression of the User's intention.

The above limitation does not apply to the possibility for the User to order a new service after cancelling the previous one, in a separate step of the procedure.

2.1.2.6 Unsolicited SMS messages

Content Providers may not send any SMS messages to the Users in connection with the service without registration.

It is regarded as a particularly serious violation of the provision on the prohibition of unsolicited SMS messages if the Content Provider attempts to persuade the User to register for a subscription-based service by means of a 'yes or no' message.

2.1.2.7 Error message

If the User sends the service number an SMS message, the content of which cannot be interpreted, the Content Provider is to deliver a notification SMS message requesting the User to send a new message with a clear content, indicating the contact information for its information and customer service centre.

2.1.3 Registration on the website

These provisions contain additional requirements in connection with those forms of content services where the User can register for the content services rendered not only by SMS, but also directly through the website operated by the Content Provider.

The conditions that are different for web-based registration are included in the Operators' individual contracts.

The Content Provider is required to provide the User with all necessary information, for which the Content Provider shall create a web-based registration interface.

The registration website must contain a link to the "*General Terms and Conditions*" document mentioned under Section 1.3.4.2, as well as to the statement on compliance with the Code of Conduct. The person registering must state he or she has read and accepted the "*General Terms and Conditions*" with the help of a checkbox. During the service registration procedure, it must be expressly and clearly stated that registration results in the regular receipt of messages based on a subscription. This information must be acknowledged by the User with the help of an additional tool: a checkbox and a notification SMS message.

By ticking the checkbox, the User accepts the provisions of the "*General Terms and Conditions*", mentioned under Section 1.3.4.2, on the rendering of services, and declares, if this is not included in the above document, that he or she is aware of the tariff schedule associated with the service. When programming the website, the Content Provider may not apply a technical solution that ticks the checkbox in advance instead of being done by the User: this must always be performed by the User personally.

To launch the registration procedure and to specify the call number used by the User, the above confirmation step must be performed prior to specifying the call number.

The Content Provider assigns a password/activation code to the phone number specified by the User on the web interface; this password/activation code must either be sent to the User by SMS or displayed on the website. The maximum validity of the password/activation code must be five to ten (5-10) minutes. Sending and displaying the unique identification code qualifies as a notification message and is free of charge for the User.

If the User received the password/activation code by SMS, it must be entered in the appropriate field on the web interface within the timeframe mentioned above. If the password/activation code is displayed on the website, it must be sent by the customer to the premium-rate number indicated on the website (service number) within the timeframe mentioned above. The customer's registration is finalised in the above manner.

In the event of successful registration, the Content Provider notifies the User accordingly in a notification SMS message, the content of which is regulated by Section 2.1.2.2. Following that, the delivery of premium-rate SMS messages may be started after at least 3 minutes.

The phone number of the service, the gross price, and the possibility of cancellation should appear in different parts of the website, with several warnings displayed. If the Content Provider fails to comply with these requirements, the Operators may regulate the relevant consequences in their framework contracts.

2.1.3.1 Provision of data to Operators

To prevent and effectively manage customer complaints, the Content Providers are required to give detailed and accurate information, in accordance with the individual service contracts of the Operators, to the requesting Operator concerning the services provided by them, either on a general basis, or with respect to individual call numbers.

The information disclosed in this procedure constitutes a business secret of the Content Provider and, if customers' personal data are also disclosed, the provisions of the relevant data protection regulations are applicable.

2.1.4 WAP registration

Based on the discretionary decisions of individual Operators, WAP registration is governed by the rules established for SMS and web-based registration (see Sections 2.1.2 and 2.1.3, respectively), on the understanding that the Content Provider may not use a link resulting in an immediate payment obligation on the part of the User, even if accurate and comprehensive information has been provided.