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Vodafone Australia
**Managed
Partners**
Accreditation Handbook



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1. Introduction

- (a) In March 2006 Vodafone launched its accreditation program for Managed Partners. The objectives of the program, and of this Handbook, which accompanies the program, were to develop a culture of industry best practice in mobile premium services, to ensure customer protection, to comply with our legal obligations and to help grow the mobile premium services market. This Handbook has been a successful first step in meeting those objectives.
- (b) Since the launch of the program we have seen a number of commercial and regulatory changes in the mobile premium services market, reflecting the dynamic nature of the mobile industry and increasing consumer demand for transparency. The Mobile Premium Services Industry Scheme (**MPSIS**) was accepted by the Australian Communications and Media Authority (**ACMA**) in October 2006. As part of the MPSIS, the industry developed the MPSIS Guidelines that are largely based on this Handbook. In May 2009, following consultation between consumers, the mobile premium services industry and telecommunications carriers, the Mobile Premium Services Code (**MPS Code**) was registered by ACMA with the intention that it will replace the MPSIS.
- (c) To ensure that Vodafone's accreditation program remains current we have updated this Handbook to reflect the principles of the MPS Code and to build in the lessons we have learned since the Handbook was first developed.
- (d) It is the responsibility of everyone in the mobile value chain to deliver quality services and an unbeatable customer experience to guarantee the success and longevity of the premium services market. This Handbook provides a framework to achieve this, as well as being a guide to complying with relevant regulations. It clearly explains the minimum requirements to successfully operate within Vodafone's network in areas such as complaint-handling, advertising and promotion, subscription services, database management and content classification amongst others.
- (e) Compliance with the obligations of this Handbook will be monitored, measured and enforced. This Handbook also forms part of your contractual arrangements with Vodafone and may be revised from time to time. Vodafone will notify you in writing of any changes to the Handbook as well as certain potential implications or requirements for your business.
- (f) We sincerely thank you for your participation in the Vodafone Managed Partners accreditation program. We encourage you to continue working closely with us and with our mutual customers to ensure that the mobile messaging and content industry continues to grow.
- (g) Should you have any questions regarding this Handbook, please contact us as per the directory in section 10 of this Handbook.

The Managed Partners Team at Vodafone



2. Application



2. Application

- (a) All services offered using Vodafone's Managed Partners Portfolio and delivered to our common customer base, including any customer of a Mobile Virtual Network Operator (**MVNO**) operating on the Vodafone Network, must comply with the requirements set out in this Handbook from 1 July 2009. This Handbook will form part of your Managed Partners Agreement with Vodafone.
- (b) Under your Managed Partners Agreement, in addition to compliance with this Handbook you are obliged to comply with all applicable laws, regulations and requirements of any government or statutory body, as well as with any applicable industry standard or code, voluntary or not. Vodafone will hold you primarily responsible for the use of the Managed Partners Portfolio, regardless of whether you use parts of the portfolio yourself or for aggregation and resale to other tier-two content partners. For the purposes of this Handbook, the term "Managed Partner" is to be read to include these tier-two content partners.
- (c) Please note, whilst compliance with this Handbook may assist you to comply with your legal and regulatory obligations, this Handbook does not constitute legal advice or a comprehensive outline of all legal issues relevant to the provision of premium mobile services in Australia. Vodafone strongly encourages Managed Partners to obtain independent legal advice to ensure the premium mobile services they offer customers (and their own systems and procedures) are compliant with all applicable laws, regulations and industry codes (including the MPS Code) and with any directions or instructions given by a relevant government or industry body.
- (d) This Handbook is an active document and as set out in your Managed Partners Agreement is subject to regular review and amendment by Vodafone to reflect market developments and new services. This Handbook should also be used by Managed Partners as the starting point for an open dialogue with Vodafone in relation to the subject matter of this Handbook.
- (e) It is the responsibility of the Managed Partner to be fully conversant with the latest version of the Handbook and to ensure they are at all times in compliance. This may involve the Managed Partner proactively contacting their Vodafone account manager to ensure they are in possession of the latest version.
- (f) In addition to compliance with this Handbook, Vodafone requires that at all times each Managed Partner has at least two full time members of staff who have successfully completed Vodafone's Managed Partner accreditation program.

3. Advertising



3. Advertising

3.1 General obligations - advertising

Guiding principles: Remember that the Australian eMarketing Code of Practice, the *Spam Act 2003 (Cth)* (**Spam Act**) and the *Privacy Act 1988 (Cth)* (**Privacy Act**) apply to marketing messages and that Managed Partners must also comply with those obligations. By way of guidance, a customer should only be included in a Managed Partner's marketing database if the customer has provided express consent to receive marketing messages.

3.2 Advertising requirements

3.2.1 Price and material terms: In advertisements for mobile premium services, a Managed Partner must:

- (a) include clear, prominent and legible information in plain language on price and material terms:
 - (i) including, if the service is a subscription service a statement setting out:
 - (A) any sign-up cost;
 - (B) the basis for calculating charges, including any:
 - (aa) charge per MO message;
 - (bb) charge per MT message; or
 - (cc) charge per Charge Period, and that Charge Period;
 - (ii) including where relevant, a statement that it is a subscription service, for each mobile premium service advertised;
 - (iii) accurately and within sufficient proximity to, in the same orientation and direction as, and simultaneously and for the same duration as:
 - (A) the short code for; or
 - (B) if no short code is displayed, the primary mechanism displayed to enable customers to request or subscribe to,

the mobile premium service being offered to make it obvious that the information applies to that mobile premium service;
 - (iv) for long enough to allow it to be read or heard, and understood by an average person;

(v) on the same page as the rest of the advertisement; and

(vi) if the advertisement is online, above the fold.

(b) expressly refer to any carriage fees that will apply for access or use of each mobile premium service advertised;

(c) use a minimum 6 point font for all text in any print medium; and

(d) clearly and legibly state:

(i) the Managed Partner's Helpline; and

(ii) where the service is a subscription service, how to unsubscribe.

3.2.2 Requirements for disclaimers: A Managed Partner must ensure that any disclaimer included in an advertisement for a mobile premium service is:

(a) placed next to the offer for the mobile premium service;

(b) linked to the offer by an asterisked footnote or other symbol; or

(c) if the advertisement is for radio or television, is part of the advertisement visually or aurally, and

(d) readily available and clearly indicated and stated, having regard to the type of advertising and its intended audience.

3.2.3 Prohibitions on disclaimers: A Managed Partner must ensure that any disclaimer included in an advertisement for a mobile premium service is not:

(a) inconsistent with anything in the principal message of the advertisement;

(b) negating the principal message of the advertising; or

(c) introducing a new or additional offer.

3.2.4 Limitations: If an advertisement offers a mobile premium service:

(a) for a limited period or in limited quantity; or

(b) that is available only to a limited class of customers,

the Managed Partner must ensure that the advertisement clearly communicates that limitation.

3.2.5 Special offers: A Managed Partner must ensure that advertisements for special offers to give a discount or rebate from standard mobile content fees for a limited period contain sufficient details of the special offer including:

(a) its principal elements;

(b) any conditions or limitations; and

(c) any future start date, and the end date.

3.2.6 Savings claims: A Managed Partner must ensure that advertisements which make any savings claim about a mobile premium service specify the service, rate or other matter on which the savings claim is based.

3.2.7 Advertising "free" services: A Managed Partner must ensure that any advertisement for a mobile premium service that is described as "free" clearly states the terms and conditions of supply, including whether the supply is conditional on the customer also accepting any other service for which mobile content fees may be incurred.

3.2.8 Use of the term "free": Where a Managed Partner uses the term "free" or an equivalent in an advertisement for mobile premium services, the Managed Partner must ensure that:

(a) a message is sent to the customer's nominated mobile phone without charge, when the "free" period is over including details of:

(i) the impending charges for the mobile premium service;

(ii) the Helpline; and

(iii) the "STOP" command;

(b) the "free" mobile premium service is not subject to any charge, fee or cost, other than carriage fees;

(c) the duration of the "free" period is clearly stated to the customer in any messages sent as part of the mobile premium service;

(d) the advertisement clearly identifies those elements that are referred to as "free" or equivalent;

(e) other conditions that qualify the offer are stated; and

(f) the prices of other products or services accompanying the mobile premium service are not inflated to cover some or all of the offer described as "free" or equivalent.

3.2.9 Benefits: A Managed Partner must ensure that advertisements which offer or promote any benefits in relation to mobile premium services clearly communicate any conditions upon the customer's ability to use the benefits.

3.2.10 Misleading advertising: A Managed Partner must ensure that advertisements for mobile premium services are not confusing, misleading or deceptive, having regard to the intended audience.

3.2.11 Up to date advertising: A Managed Partner must ensure that advertisements for mobile premium services do not contain out of date material.

3.2.12 Mobile marketing messages: A Managed Partner must ensure that any mobile premium service marketing message sent to a customer's mobile phone is sent at no cost to the customer, and must:

- (a) commence with the phrase "FreeMsg";
- (b) not imply that it is a personal message or otherwise suggest a false imperative for the customer to reply;
- (c) not include any adult related language or concepts;
- (d) clearly and accurately identify the individual or organisation who authorised the sending of the message; and
- (e) include details of the "STOP" command, and the short code to which it must be sent, if that short code is different to the short code used for the marketing message.

Examples of a marketing message that implies it is a personal message or otherwise suggests a false imperative for the customer to reply include:

"I fancy you"

"I miss you"

"I'm lonely, do you want to chat?"

"Where are you?"; and

"Urgent, please call!"

There are no definitive guidelines as to what may constitute such an invitation, personal message or false imperative. It is up to the Managed Partner to apply common sense.

Example of a mobile marketing message for a premium SMS or MMS service that is not a subscription service:

FreeMsg New ringtone available now. Cost = \$3 + data carriage fees. To receive, reply YES. To stop reply STOP. For help ring [Helpline]. From Hot Tones Pty Ltd

3.2.13 Limited number of marketing messages: A Managed Partner must not send more than one mobile premium service marketing message to a customer's mobile phone per week, unless the customer consents to receive more.

3.2.14 Endorsements: A Managed Partner must ensure that advertisements for premium SMS or MMS services only imply that they are supplied or endorsed by Vodafone if that is, in fact, the case.

3.2.15 Short code: A Managed Partner must ensure that television advertisements for premium SMS or MMS services display the short code for the premium SMS or MMS service for at least 10 seconds.

3.2.16 Pricing information: A Managed Partner must ensure that advertisements for premium SMS or MMS services include pricing information:

(a) in the case of television advertisements:

(i) in a prominent and highly visible manner in the visual elements of the advertisement; and

(ii) in font at least 50% of the size of the short code;

(b) in the case of print advertisements:

(i) in a prominent and highly visible manner in the main body of the advertisement;

(ii) if the short code is displayed in 24 to 48 point font size, in font at least 25% of the size of that short code; and

(iii) if the short code is displayed in larger than 48 point font size, in at least 12 point font size;

(c) in the case of online advertisements:

(i) in a prominent and highly visible manner in the main body of the advertisement;

(ii) on the same page as the short code and in font at least 50% of the size of the short code or, if the short code is not displayed, on the first page of the advertisement so that it is obvious to customers; and

(d) in radio and IVR advertisements.

3.2.17 Terms and conditions: A Managed Partner must ensure that visual advertisements for premium SMS or MMS Services set out:

(a) the price of the relevant premium SMS or MMS service including, if the service is a premium messaging subscription service:

(i) any sign-up cost;

(ii) the basis for calculating charges, including any:

(A) charge per MO message;

(B) charge per MT message; or

- (C) charge per Charge Period, and that Charge Period;
 - (b) in the case of a premium messaging subscription service:
 - (i) that it is a subscription service; and
 - (ii) how to unsubscribe, and
 - (c) the Managed Partner's Helpline,
- in a manner that is:
- (d) clear, legible and contrasts with the background; and
 - (e) in the case of television advertisements, easily comprehensible and on screen long enough for an average viewer to read all text.

3.2.18 Marketing, prompt and inducement messages: If a Managed Partner supplies a premium SMS or MMS service which includes the provision of marketing, prompt or inducement messages as a component of the service, the Managed Partner must give customers the option of not receiving such messages prior to, or on commencing, supply.

3.2.19 WAP push marketing messages: A Managed Partner must ensure that:

- (a) any mobile premium service marketing message sent to a customer's mobile phone by WAP push message is recorded in a call log in clear text format; and
- (b) any website linked to such a WAP push message includes a link enabling the customer to opt-out of marketing.

3.2.20 Call logs: A Managed Partner must:

- (a) ensure that the call log described in clause 3.2.19(a) enables the reader of the log to easily read the content of each recorded WAP push message; and
- (b) make records from that call log available to Vodafone on request.

3.3 Premium messaging subscription services – Advertising

The additional rules for advertising premium messaging subscription services are:

3.3.1 Charges for receiving marketing messages: A Managed Partner must not charge a customer for receiving any marketing or promotional material in relation to premium messaging subscription services.

3.3.2 Charges for replying to marketing messages: If a customer would incur mobile content fees for replying to a marketing, prompt or inducement

message sent as part of a premium messaging subscription service, the Managed Partner must identify those mobile content fees in the marketing, prompt or inducement message.

Example of how to identify charges in a marketing, prompt or inducement message:

FreeMsg Hi from Hot Chat. To chat, reply Go Chat. Cost = \$2 send/receive. To stop, SMS STOP to 19 XXXX. Helpline 1800 123 XXX

3.3.3 Post subscription marketing: If a Managed Partner wishes to advertise directly to the mobile phone of a customer who has unsubscribed to a premium messaging subscription service, the Managed Partner must:

- (a) in the unsubscribe confirmation message sent pursuant to clause 6.2.5 provide an option for the customer to opt-in to receive this advertising; and
- (b) only send advertisements to that customer's mobile phone if the customer has opted in to receive them.

3.3.4 Subscription advertisements: A Managed Partner must ensure that advertisements for a premium messaging subscription service clearly state:

- (a) whether, by subscribing, the customer is also consenting to their details being included in a marketing database;
- (b) in a prominent manner and in close proximity to each other, that it is a subscription service and details of:
 - (i) any sign-up cost; and
 - (ii) frequency of charging information, including any:
 - (A) charge per MO message;
 - (B) charge per MT message; or
 - (C) charge per Charge Period, and that Charge Period;
- (c) details of the "STOP" command;
- (d) how to opt-out of receiving marketing; and
- (e) the word "subscription" or "subscribe" to convey the activation method:
 - (i) in the case of television advertisements:

- (A) in a prominent and highly visible manner in the visual elements of the advertisement:
 - (aa) for as long as the short code is displayed; and
 - (bb) in font at least 50% of the size of the short code; and
 - (B) in the voice over for the advertisement;
- (ii) in the case of print advertisements:
- (A) in a prominent and highly visible manner in the main body of the advertisement;
 - (B) if the short code is displayed in 24 to 48 point font size, in font at least 25% of the size of that short code; and
 - (C) if the short code is displayed in larger than 48 point font size, in at least 12 point font size;
- (iii) in the case of online advertisements:
- (A) in a prominent and highly visible manner in the main body of the advertisement; and
 - (B) on the same page as the short code and in font at least 50% of the size of the short code or, if the short code is not displayed, on the first page of the advertisement so that it is obvious to customers; and
- (iv) in voiceovers for radio and IVR advertisements.

Example of terms of use information in an advertisement for subscription service:

Subscription service costs \$5 to subscribe and \$2 per message sent. 5 msg per month. To unsubscribe send STOP to XXX. Further information at www.XXXX.com.au. Managed Partner XXXX. Helpline XXXX.

3.4 Telemarketing

- 3.4.1 Missed call marketing:** Missed call marketing involves the placement of a voice call to a mobile number that hangs up before the call is connected. Customers then call back the number and access an IVR that promotes an offer and asks the customer to call a premium rate number or text a key word to a premium short code in order to collect a gift or prize or to join a service. Such schemes have been the source of many customer complaints and have

been investigated by ACMA on the basis that they may contravene the Spam Act.

Vodafone does not support the use of "missed call marketing" schemes and Managed Partners must not carry out "missed call marketing" schemes using the Vodafone network or in respect of Vodafone customers. Vodafone will disconnect any short code provisioned on its network associated with any such scheme.

3.4.2 Recorded message marketing: Recorded message marketing involves the placement of a voice call to a mobile number and the playback of a recorded promotional message either directly to the customer who answers the call or onto the customer's message bank. As with missed call marketing, customers are asked to call a premium rate number or text a key word to a premium short code in order to collect a gift or prize or to join a service.

- (a) While this kind of marketing scheme may not constitute spam, it still is the source of many customer complaints.
- (b) Any initiation of premium subscription service via recorded message marketing schemes must comply with this Handbook.

3.4.3 Do Not Call Register: In addition, on 3 May 2007, ACMA launched the National Do Not Call Register under the *Do Not Call Register Act 2006 (Cth)* (**Do Not Call Register Act**). The Do Not Call Register enables individuals with Australian fixed line and mobile numbers to list their fixed and mobile telephone numbers on the register and opt out of receiving a wide range of telemarketing calls.

- (a) Under the Do Not Call Register Act, it is generally unlawful to make telemarketing calls to numbers placed on the register after 31 May 2007.
- (b) Managed Partners who engage in or support the use of telemarketing should familiarise themselves with the requirements of the Do Not Call Register by contacting ACMA.
- (c) Vodafone may, at its discretion, disconnect short codes associated with any service provided by a Managed Partner that is found to be in breach of the requirements of the Do Not Call Register and the Do Not Call Register Act.

3.5 Marketing to children

3.5.1 A Managed Partner must:

- (a) not place a mobile premium services advertisement in any publication, show, website, location or any other presentation (in any medium or format) which is specifically and primarily targeted at persons below the age of 15; and

- (b) if the placement, context and content of a mobile premium services advertisement is reasonably likely to attract or encourage a significant number of Minors to use that mobile premium service, include a warning to the effect "If you are under 18 you must ask the account holder before using this service" in the advertisement.

3.6 Spam

3.6.1 Regulatory context: Managed Partners must ensure that their activities and services (including mobile messaging & content products) comply with the relevant laws, regulations and codes relating to spam, including the Spam Act and the Privacy Act.

3.6.2 Definition: Spam may be characterised as the sending of an electronic message to an Australian end-user (which includes all Vodafone customers) where the end-user has not previously consented to receiving the message. Spam does not include messages which contain purely factual information relevant to the end-user – eg. the subscription reminder messages required under section 4.3.9 of this Handbook. This definition is not exhaustive and the decision of whether an electronic message constitutes spam will be decided on a case by case basis.

3.6.3 Requirements: Mobile messaging & content products must not be used for the purposes of spam by Managed Partners under any circumstances, whether wholly or only partially operated via mobile. Specifically, with respect to sending electronic marketing messages, Managed Partners must ensure that:

- (a) any electronic marketing message that is sent to a Vodafone customer clearly identifies who the message is from and how to directly contact the sender of the message;
- (b) electronic marketing messages are not sent to any end-user unless:
 - (i) the recipient has requested the marketing message; or
 - (ii) the recipient has provided the sender of the message with prior consent to send the marketing message; and
- (c) having regard to section 6 of this Handbook:
 - (i) an appropriate means is implemented to allow the end-user to notify the sender of the message to not send further marketing messages; and
 - (ii) any opt-out or "STOP" commands received from a recipient of an electronic marketing message are immediately complied with.

These requirements should not be considered exhaustive and do not replace any obligations imposed by any legislation, regulation or code, or by any relevant government or industry body. Each Managed Partner

acknowledges that the above requirements (and any decision or direction given by Vodafone relating to spam) should not be relied upon in any way by a Managed Partner for assessing the compliance of any electronic message or SMS with any relevant laws, regulations or codes whatsoever relating to spam, or with any direction or instruction given by a relevant government agency or regulatory body.

- 3.6.4 Deliberate circumvention of the law:** Vodafone will not support any deliberate activity that may be construed as an attempt to circumvent the provisions of applicable laws, regulations or codes in an attempt to send bulk unsolicited messages to Vodafone customers.

3.7 Scams

- 3.7.1 Definition:** A scam may be characterised as any promise or offer to provide a reward, gift or prize by redemption, by which the redemption method may be expected to cost the receiver a sum larger than the value of the promised reward. This definition is not to be considered exhaustive and the decision of whether any individual communication constitutes a scam will be based upon accepted community standards. Examples of a scam include sending an SMS to a user requesting them to call a premium voice service to claim a prize.

- 3.7.2 Compliance:** Mobile messaging & content products must not be used for conducting or participating in the promotion of a scam by a Managed Partner under any circumstances, whether wholly or only partially operated via mobile.

3.8 Advertising compliance

- 3.8.1 Actions against non-compliance:** Without limiting any other rights or remedies available to Vodafone, where any advertising or promotion for premium mobile services marketed by a Managed Partner does not comply with this Handbook:

- (a) Vodafone may notify the Managed Partner of the reasons that advertising does not comply with this Handbook and may instruct the Managed Partner to rectify the advertising;
- (b) Vodafone may instruct the Managed Partner (in its absolute discretion) as to how the advertising or promotion should be rectified, including by honouring any confusing, misleading or deceptive element of an offer or advertisement, by crediting customers who have been confused, misled or deceived, or by amending the non-compliant advertising;
- (c) the Managed Partner must comply with Vodafone's instructions and take positive action to ensure that any advertising or promotion for services marketed by that Managed Partner complies with this Handbook; and

- (d) Vodafone may impose the relevant provisions set out in section 9 of this Handbook.

3.8.2 Consistent non-compliance: If a Managed Partner fails to comply with Vodafone's instructions, or is consistently failing to comply with the principles set out in this Handbook then, without limiting any other rights of Vodafone, Vodafone may:

- (a) impose the relevant provisions set out in sections 8 and 9 of this Handbook;
- (b) cancel or suspend the Managed Partner's service (in Vodafone's absolute discretion); or
- (c) take such other action available to Vodafone under the terms of its agreement with the Managed Partner or as otherwise provided in this Handbook.

3.8.3 Disclaimer: Each Vodafone Managed Partner acknowledges that any instruction given by Vodafone relates to compliance with this Handbook and the principles set out in this Handbook only and should not be relied upon in any way by a Managed Partner for assessing the compliance of any advertising or promotion with any relevant laws, regulations or codes whatsoever, or with any directions given by a relevant government agency or regulatory body.

4. Providing Information



4. Providing Information

4.1 General obligations – providing information

- 4.1.1 Updating short code information in the Managed Partners' Auto-Provisioning System (MPAPS):** Changes to services offered on short codes provisioned with Vodafone should be promptly updated in MPAPS. MPAPS is used by Vodafone to inform customers about the premium services which they have used. Information regarding price points, service description and especially helpdesk numbers needs to be accurate and up to date in order to ensure customer complaints are addressed in a timely manner.
- 4.1.2 Currency of information:** In order to ensure the best possible customer experience, Vodafone requires that Managed Partners update any changes to premium services into MPAPS within 5 business days of the change taking effect. In the case of changes to helpdesk numbers, updates must occur within 48 hours.
- 4.1.3 Register:** Managed Partners must comply with all rules relating to the Communications Alliance Register of supplier contact details as outlined in clause 4.1 of the MPS Code.
- 4.1.4 Short Code Look-Up Database:** Managed Partners must comply with all rules relating to the Communications Alliance Short Code Look-Up Database as outlined in clause 4.2 of the MPS Code.
- 4.1.5 Charges, terms and conditions:** Prior to:
- (a) supplying a mobile premium service to a customer; or
 - (b) renewing a subscription service,
- a Managed Partner must clearly inform the customer of:
- (c) **Charges:** all charges that may be incurred for its supply;
 - (d) **Carriage fees:** the fact that in accessing a mobile premium service, they may incur carriage fees as well as mobile content fees;
 - (e) **Nature:** the nature of the mobile premium service;
 - (f) **Terms:** all applicable terms and conditions;
 - (g) **Competitions:** if the mobile premium service involves a competition or voting, any applicable refund arrangements;
 - (h) **Closing dates:** any closing dates for time-sensitive activities; and
 - (i) **Contact:** the name and contact details of the relevant Managed Partner of any subscription service.
- 4.1.6 Pricing information charges:** A Managed Partner must not charge a customer any mobile content fees for providing, as at the commencement of

a mobile premium service, pricing information about mobile premium services to a customer.

4.1.7 Pricing information: A Managed Partner must ensure that a customer can access pricing information about mobile premium services, including:

- (a) any sign-up cost; and
- (b) the basis for calculating charges, including any:
 - (i) charge per MO message;
 - (ii) charge per MT message; or
 - (iii) charge per Charge Period, and that Charge Period,

without requesting supply of the mobile premium service.

4.1.8 Unsubscribe information: A Managed Partner must provide information to customers, at no charge, about how to unsubscribe from a subscription service:

- (a) in a clear manner prior to supply of the subscription service; and
- (b) on an ongoing basis by:
 - (i) a website;
 - (ii) telephone; or
 - (iii) SMS.

4.1.9 Chat service warning messages: Prior to, or on commencing supply of a chat service to a customer, a Managed Partner must warn the customer of the danger of disclosing personal details via the chat service and advise the customer not to do so.

For more information on requirements specific to chat services, see Section 5.3.

4.1.10 Video calling: If a mobile premium service involves video calling, the Managed Partner must notify a customer for the mobile premium service, prior to, or on commencing each video call as part of the mobile premium service:

- (a) of whether the Managed Partner will be able to see the customer during the video calling; and
- (b) if the mobile premium service is recorded.

For more information on requirements specific to video calling, see Section 5.4.

4.2 Non subscription services – providing information

The additional rules for providing information to customers of a premium SMS or MMS service that is not a subscription service are:

- 4.2.1 WAP purchases:** Subject to clause 4.2.3, if a customer requests to purchase a premium SMS or MMS service that is not a subscription service using a mechanism contained in a mobile premium services marketing message sent to the customer as a WAP push message, the Managed Partner must send a standard, dedicated SMS purchase confirmation message to the customer's nominated mobile phone number, at no charge to the customer.
- 4.2.2 Content of purchase confirmation message:** The purchase confirmation message referred to in clause 4.2.1 must:
- (a) commence with the phrase "FreeMsg";
 - (b) include the name of the premium SMS or MMS service;
 - (c) state the cost per purchase;
 - (d) instruct the customer to send an MO message to a particular short code in order to confirm their wish to purchase;
 - (e) inform the customer that their confirmation will be valid for 24 hours;
 - (f) include details of the Helpline; and
 - (g) only be sent to the customer once in relation to each customer request, unless the Managed Partner is notified by Vodafone that there has been a delivery failure, in which case the Managed Partner may resend the purchase confirmation message.

Example of purchase confirmation message:

FreeMsg Welcome to Pay-Per-View Videos. Cost is \$1 per video viewed for the next 24 hours. Reply YES to confirm. For help call 1800 XXX XXX

- 4.2.3 24 hour purchase period:** If a customer sends an MO message in response to the instructions described in clause 4.2.2(d), the Managed Partner is not required to send that customer a purchase confirmation message pursuant to clause 4.2.1 with respect to any other requests made by that customer to purchase premium SMS or MMS services using the same mechanism for 24 hours from receipt of the customer's MO message.
- 4.2.4 \$30 expenditure updates:** A Managed Partner must send an expenditure update to a customer of a premium SMS or MMS service that is not a subscription service, as a standard, dedicated SMS message, at no cost to the customer:

- (a) once the customer has incurred \$30 of mobile content fees as a result of using a particular short code in a single calendar month; and
- (b) each time the customer incurs an additional incremental \$30 of mobile content fees as a result of using that short code in that calendar month.

4.2.5 Content of \$30 expenditure update: The expenditure update referred to in clause 4.2.4 must:

- (a) commence with the phrase "FreeMsg";
- (b) inform the customer that they have incurred \$30 of mobile content fees as a result of using the particular short code:
 - (i) in that calendar month; or
 - (ii) since the previous expenditure update of \$30 spend that month;
- (c) state the name of the premium SMS or MMS service and/or the relevant short code; and
- (d) only include marketing information if it is secondary to, and does not reduce the impact of, the primary informative purpose of the notification.

Example of a \$30 expenditure update:

FreeMsg Courtesy message from [name of premium SMS or MMS service]. You have reached or passed \$30 mobile content fees on 19X XXX this month. For your info only, no action required.

4.3 Subscription services – providing information

The additional rules for providing information to customers of a premium messaging subscription service are:

- 4.3.1 Subscription request message:** Where a customer requests to subscribe to a premium messaging subscription service, a Managed Partner must in all cases (including where a customer uses a subscription mechanism other than a mobile phone, a subscription mechanism contained in a marketing message sent to the customer as a Wap push message or using a mobile phone via IVR) send a standard, dedicated, SMS subscription request message to the customer's nominated mobile phone number, at no charge to the customer.
- 4.3.2 Subscription via IVR:** In addition, where a customer requests to subscribe to a premium messaging service using an IVR subscription mechanism, a Managed Partner must:

- (a) require the customer to take some positive action:
 - (i) to accept the premium messaging subscription service; and
 - (ii) to be included on the Managed Partner's marketing list;

prior to proceeding to send the subscription request message described in clause 4.3.1; and
- (b) ensure that the IVR states the information required by clauses 3.2.16(d) and 3.3.4(e)(iv) prior to requesting such positive action.

4.3.3 Clarification of positive action: Positive action in clause 4.3.2(a) could include asking the customer to dial "0" to accept the premium messaging subscription service, to agree to be included on the Managed Partner's marketing list and to proceed with the call. Positive action would not include the caller failing to terminate the call until after a given length of time. If the caller does not take the required positive action to proceed, this means that the customer has not requested the service for the purposes of clause 5.1.2. If that is the case, the customer's MSISDN must not be registered for the premium messaging subscription service and that customer must not be included on the Managed Partner's marketing list.

4.3.4 Content of subscription request message: The subscription request message referred to in clause 4.3.1 must:

- (a) commence with the phrase "FreeMsg";
- (b) include the name of the premium messaging subscription service;
- (c) include any sign-up cost;
- (d) include the basis of calculating charges, including any:
 - (i) charge per MO message;
 - (ii) charge per MT message; or
 - (iii) charge per Charge Period and that Charge Period;
- (e) instruct the customer to send an MO message to a particular short code in order to subscribe; and
- (f) include details of the Helpline.

Example of subscription request message:

FreeMsg Our records indicate you wish to subscribe to Greatest Mobile Tones. Cost = \$4.50 per week. To subscribe SMS YES to 19XXXX. Helpline 1800 123 XXX.

4.3.5 Subscription confirmation messages: Following:

- (a) receipt of an MO message sent by a customer in response to the instruction described in clause 4.3.4(e), but prior to supplying the requested premium messaging subscription service to the customer, a Managed Partner must send the customer a standard, dedicated SMS subscription confirmation message, at no charge to the customer, which must, at the start of the message:
 - (i) commence with the phrase "FreeMsg";
 - (ii) confirm that the customer has entered into a subscription arrangement; and
 - (iii) include:
 - (A) the name of the premium messaging subscription service;
 - (B) details of the Helpline;
 - (C) any sign-up cost;
 - (D) the basis for calculating charges, including any:
 - (aa) charge per MO message;
 - (bb) charge per MT message; or
 - (cc) charge per Charge Period, and that Charge Period; and
 - (E) details of the "STOP" command, and the short code to which it must be sent, if that short code is different to the short code used for the subscription confirmation message.
- (b) receipt of an MO message sent by a customer (other than an MO message described in clause 4.3.5(a)) that contains either:
 - (i) a clear and positive request to receive that service; or
 - (ii) a keyword that was advertised as the means of requesting that service;

but prior to supplying the requested premium messaging subscription service to the customer, a Managed Partner must send the customer a standard, dedicated SMS subscription confirmation message, at no charge to the customer, which must, at the start of the message:

 - (iii) commence with the phrase "FreeMsg";

- (iv) confirm that the customer is about to enter into a subscription arrangement;
- (v) include:
 - (A) the name of the premium messaging subscription service;
 - (B) details of the Helpline;
 - (C) any sign-up cost; and
 - (D) the basis for calculating charges, including any:
 - (aa) charge per MO message;
 - (bb) charge per MT message; or
 - (cc) charge per Charge Period, and that Charge Period; and
- (vi) instruct the customer to send an MO message to a particular short code in order to subscribe.

Example of subscription confirmation message:

FreeMsg Thanks for subscribing to Hottest Mobile Tones. Cost=\$4.50 per msg / 5 msg per month until you SMS STOP to 19X XXX. Helpline 1800 123 XXX [Managed Partner's name]

4.3.6 Exceptions to expenditure updates and reminder notifications: A Managed Partner is not required to provide expenditure updates or 30 day reminder notifications to a customer pursuant to clauses 4.3.7 or 4.3.9 if:

- (a) the Managed Partner has obtained the prior written permission of Vodafone; and
- (b) the customer has expressly opted-out of receiving such expenditure updates.

4.3.7 \$30 expenditure updates: A Managed Partner must send a premium messaging subscription service customer a standard, dedicated SMS message containing an expenditure update, at no charge to the customer:

- (a) once the customer has incurred \$30 of mobile content fees as a result of using that short code in a single calendar month; and
- (b) each time the customer incurs an additional incremental \$30 of mobile content fees as a result of using that short code in that calendar month.

4.3.8 Content of \$30 expenditure update: The expenditure update referred to in clause 4.3.7 must:

- (a) commence with the phrase "FreeMsg";
- (b) inform the customer that they have incurred \$30 of mobile content fees as a result of using that particular short code in a single calendar month;
- (c) state that the customer is "subscribed to" that particular premium messaging subscription service and/or its relevant short code;
- (d) only include marketing information if it is secondary to, and does not reduce the impact of, the primary informative purpose of the notification;
- (e) contain details of the "STOP" command, and the short code to which it must be sent, if that short code is different to the short code used for the expenditure update; and
- (f) contain details of the Helpline.

Example of \$30 expenditure update:

FreeMsg U are subscribed to [name of service]. U have reached or passed \$30 spend on fees for this service. To cancel SMS STOP to 19X XXX. Helpline 1800 XXX XXX

4.3.9 30 day reminder notification: If a Managed Partner has not sent an expenditure update to a premium messaging subscription service customer under clause 4.3.7 in a particular calendar month, the Managed Partner must send the customer a reminder notification at the end of that calendar month as a standard, dedicated SMS at no charge to the customer.

4.3.10 Content of reminder notification: The reminder notification referred to in clause 4.3.9 must:

- (a) commence with the phrase "FreeMsg";
- (b) state the name of the premium messaging subscription service;
- (c) state the cost and the basis for calculating charges for the premium messaging subscription service, including any:
 - (i) charge per MO message;
 - (ii) charge per MT message; or
 - (iii) charge per Charge Period, and that Charge Period;
- (d) only include marketing information if it is secondary to, and does not reduce the impact of, the primary informative purpose of the notification;

- (e) include details of the "STOP" command and the short code to which it must be sent, if that short code is different to the short code used for the 30 day reminder notification; and
- (f) include details of the Helpline.

Example of reminder notification:

FreeMsg U are subscribed to [name of premium messaging subscription service]. Cost = [\$] per [charging frequency], until you SMS STOP to [Short Code]. Helpline 1800 XXX

4.3.11 Message identification: All messages sent by a Managed Partner as part of a premium messaging subscription service must contain sufficient information to enable the customer who receives it to identify and contact the Managed Partner.

5. Supplying Services



5. Supplying Services

5.1 General obligations – supplying services

5.1.1 Prohibitions: A Managed Partner must not:

- (a) **Supply without request:** supply a mobile premium service that a customer did not request in accordance with clause 5.1.2;
- (b) **Charge without request:** charge a customer a mobile content fee for any mobile premium service that the customer did not request in accordance with clause 5.1.2; or
- (c) **Error message charges:** charge a customer a mobile content fee for an error message.

5.1.2 Request: A customer has requested supply of a mobile premium service if:

- (a) in the case of a premium messaging subscription service with:
 - (i) a subscription mechanism other than a mobile phone; or
 - (ii) a subscription mechanism contained in a marketing message sent to the customer as a WAP push message,

the customer requested to receive it using that subscription mechanism and has sent an MO message in response to the instruction described in clause 4.3.4(e);
- (b) in the case of a premium messaging subscription service with a mobile IVR subscription mechanism, the customer requested to receive it using the mechanism described in clause 4.3.2 and has sent an MO message in response to the instruction described in clause 4.3.4(e);
- (c) in the case of a premium messaging subscription service not described in subclause (a) or (b) above, the customer has requested to receive it by:
 - (i) sending an MO message that contains either:
 - (A) a clear and positive request to receive that service; or
 - (B) a keyword that was advertised as the means of requesting that service; and
 - (ii) sending an MO message in response to the instructions described in clause 4.3.4(e);
- (d) in the case of a premium SMS or MMS service that is not a subscription service and has a request mechanism contained in a marketing message sent to the customer as a WAP push message:
 - (i) the customer requested to receive it using the mechanism contained in the marketing message; and

- (ii) the customer has sent an MO message in relation to that mechanism in response to the instructions described in clause 4.2.2(d) within the last 24 hours;
- (e) in the case of a premium SMS or MMS service not described in subclause (a), (b), (c) or (d) above, the customer has requested to receive it by sending a MO message that contains either:
 - (i) a clear and positive request to receive that service; or
 - (ii) a keyword that was advertised as the means of requesting that service.

5.1.3 Managed Partner contracts: Each Managed Partner must, in all contracts it enters into with a content service provider for the supply of that Managed Partner's mobile premium services, contractually oblige the content service provider to comply with this Handbook and the law.

5.1.4 Refunds: Unless a customer agrees to another form of payment, a Managed Partner must pay any refund to a customer by either:

- (a) issuing a direct credit against the customer's current account; or
- (b) directly refunding the customer.

5.1.5 Withdrawals: If:

- (a) a Managed Partner agrees to withdraw a particular amount from a customer's account; and
- (b) the Managed Partner has not yet issued a bill for that amount,
- (c) then the Managed Partner must remove the amount from that customer's account prior to billing.

5.1.6 Minimum period: A Managed Partner must not enter into a mobile premium services contract with a customer that requires the customer to pay amounts to meet a minimum contract period requirement in addition to those charges informed to the customer pursuant to clause 4.1.5(c).

5.1.7 WAP push messages: Any WAP push messages sent by a Managed Partner:

- (a) as part of a mobile premium service; or
- (b) to advertise a mobile premium service,
must state:
 - (i) the short code; or
 - (ii) the Helpline,
- (c) for the mobile premium service prior to stating the WAP website link.

5.1.8 Error messages: If a customer sends a Managed Partner:

- (a) an indecipherable or invalid content request; or
- (b) a message that cannot be decoded by the Managed Partner's system,

in relation to a mobile premium service, the Managed Partner must send the customer a standard, dedicated, SMS error message, at no charge to the customer, which must:

- (c) commence with the phrase "FreeMsg";
- (d) include the name of the mobile premium service;
- (e) if possible, describe the error and details of the correct format required for the request; and
- (f) include details of its Helpline.

An example of an error message is:

FreeMsg From Hottest Mobile Tones – The requested item code "160034" does not exist. Please check code again and SMS to 19XXXX. Helpline 1800 123 XXX.

5.1.9 Database: Subject to record keeping requirements, a Managed Partner must maintain any databases used to hold customer contact data, including by:

- (a) managing and purging expired data; and
- (b) purging their database within 5 business days of Vodafone issuing information about dormant or quarantined MSISDNs.

5.1.10 Recording customer requests and notifications: A Managed Partner must retain a record of:

- (a) all customer requests made in accordance with clause 5.1.2, including sufficient information about all elements of the request sent via MO message for Vodafone to reconcile the transaction with its internal records;
- (b) all subscription confirmation messages sent pursuant to clause 4.3.5;
- (c) all customer requests to unsubscribe from a subscription service; and
- (d) the content of all MT and MO messages;

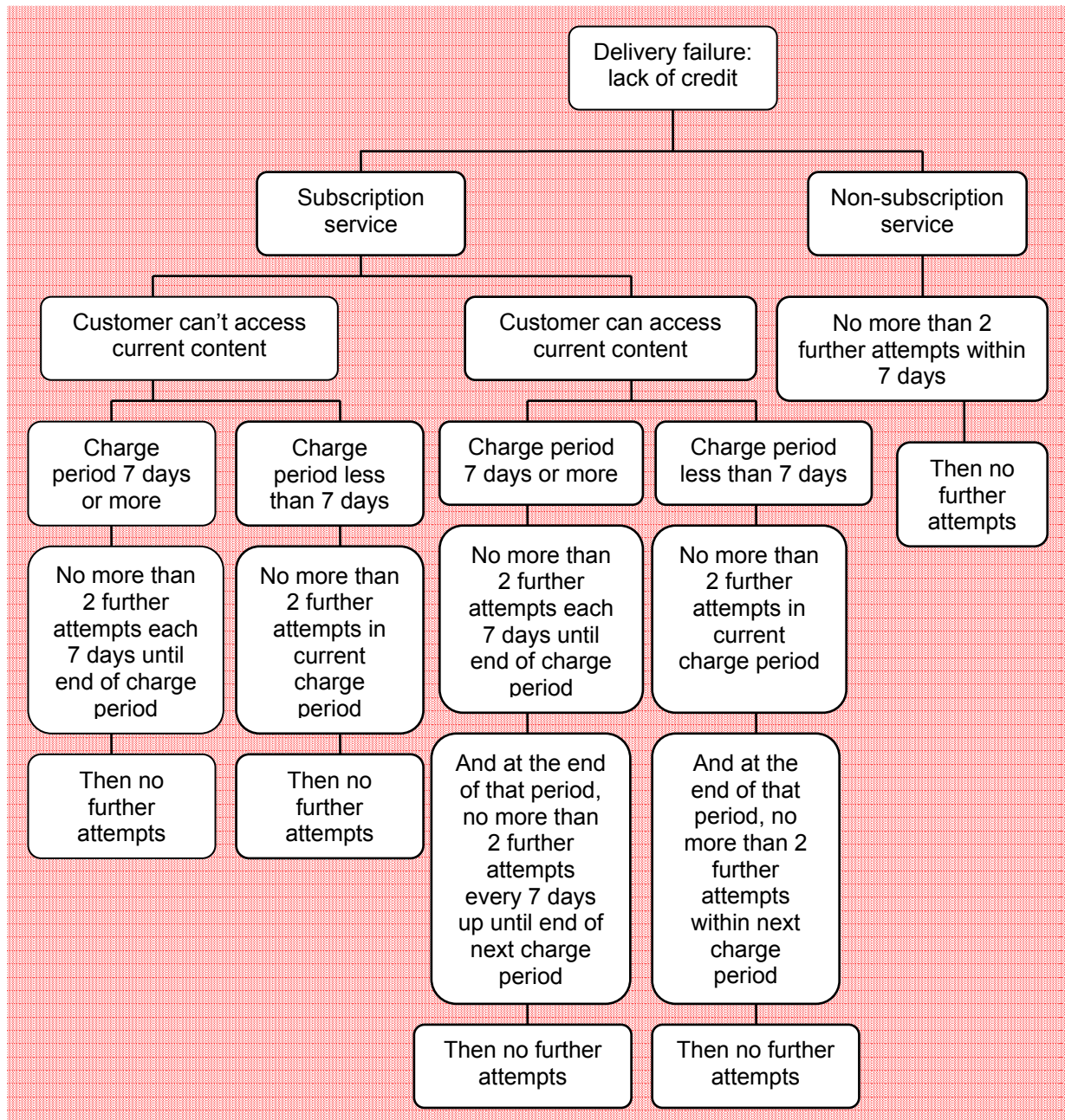
for that Managed Partner's premium messaging services, in an Excel file format (.xls file).

5.1.11 Failed MT messages: If an SMS MT message sent as part of a premium SMS or MMS service fails to deliver to a customer, the Managed Partner must:

- (a) **Charging for resending messages:** not charge the customer for any attempt to resend the message if:
 - (i) its content was of a time sensitive nature; and
 - (ii) it was not delivered within a reasonable timeframe for content of that nature;
- (b) **Requirement to resend:** attempt to resend the message if:
 - (i) the customer had already paid for it in advance; and
 - (ii) there is no "event based" charge for that message to be sent;
- (c) **Limitations on resending where non-permanent reason for delivery failure other than a lack of customer credit:** if Vodafone notifies the Managed Partner that the reason for the delivery failure is potentially of an interim nature (other than a lack of customer credit), only attempt to deliver the message if:
 - (i) no more than 1 attempt is made each day for 7 days after the date Vodafone notified the Managed Partner of the delivery failure;
 - (ii) no more than 2 attempts are made in any 7 day period from the end of the period described in clause 5.1.11(c)(i) until the date that is 30 days after Vodafone notified the Managed Partner of the delivery failure; and
 - (iii) no further attempts are made after the period referred to in clause 5.1.11(c)(ii).
- (d) **Limitations on resending where customer credit reason for delivery failure:** if Vodafone notifies the Managed Partner that the reason for the delivery failure is a lack of customer credit, then in the case of:
 - (i) a premium SMS or MMS service that is not a subscription service, make no more than 2 further attempts to send the message within 7 days of such notification by Vodafone; or
 - (ii) a premium messaging subscription service:
 - (A) if the customer is unable to access the then current content of that premium messaging subscription service, make no more than 2 further attempts to send the message within:
 - (aa) each 7 day period (following such notification by Vodafone) up until the end of the current Charge Period; or

- (bb) if the Charge Period is less than 7 days, the current Charge Period; or
- (B) if the customer remains able to access the then current content of that premium messaging subscription service:
- (aa) make no more than 2 further attempts to send the message within:
 - (1) each 7 day period (following such notification by Vodafone) up until the end of the current Charge Period; or
 - (2) if the Charge Period is less than 7 days, the current Charge Period;
 - (bb) make no more than 2 further attempts to send the message within:
 - (1) each 7 day period (following the end of the period described in clause 5.1.11(d)(ii)(B)(aa)) up until the end of the next Charge Period; or
 - (2) if the Charge Period is less than 7 days, the next Charge Period (following the end of the period described in clause 5.1.11(d)(ii)(B)(aa));
- (iii) all premium SMS and MMS services, make no further attempts to send the message after the time period referred to in clause 5.1.11(d)(i) or 5.1.11(d)(ii)(as relevant); and
- (e) **Prohibition on resending where permanent reason for delivery failure:** If Vodafone notifies the Managed Partner that the reason for the delivery failure is of a permanent nature, abandon the attempt to send the message and, subject to record keeping requirements, purge the customer's MSISDN from the Managed Partner's databases.

Illustration of clause 5.1.11(d): Limitations on resending where customer credit reason for delivery failure:



5.1.12 Message retry: Vodafone SMSCs are configured to retry on failed delivery (for an active subscriber that cannot be reached at the time of delivery) so that failed messages are stored in the SMSC for a default period of 3 days. If the handset is switched on or is back in the network coverage area within the default period of 3 days, the message will be delivered. If this is not the case, or the subscriber is barred, or has no credit to pay the MT message tariff the delivery of the message will be abandoned. We recommend not to re-try delivering a failed message if the delivery receipt indicated that the message delivery would be automatically re-tried later or within 3 days, as duplicate re-try messages can result in a negative customer experience.

5.1.13 Credit policy: Managed Partners should note that in general Vodafone does not support the sale of services or content to customers who do not have credit to pay for those services at the time of purchase. Pre pay customers should not be sold services or content on the basis that payment will be recovered at a later date when the customer has credit available. There is a community perception that pre paid services, by default, limit the debt that a customer can incur and Vodafone supports this position. However there are legitimate cases where messages may be re-sent after failure due to lack of credit and the timeframes for sending included in this section reflect those circumstances.

5.1.14 Delivery Failure Reasons for permanent failure: Vodafone has specified several Delivery Failure Reasons (**DFRs**) that form part of the SMPP v3.4 specification for notification of unsuccessfully delivered messages, which must be used by the Managed Partner as a trigger to remove the targeted customer from the Managed Partner's subscription and marketing databases.

The list of DFRs that are to be used as a trigger for customer removal from the databases is below:

Delivery Failure Reason	Delivery failure text (appearing on the message field)
Subscriber not recognised	Destination not Known
Teleservice not provisioned	Teleservice not Provisioned
HLR could not locate subscriber	Unidentified Subscriber

These are permanent and critical failures which indicate that the customer is no longer connected to the service and hence that MSISDN and all associated customer details must be permanently deleted by the Managed Partner.

5.1.15 Charges for undelivered content: If an SMS MT message sent as part of a premium SMS or MMS service fails to deliver to a customer, a Managed Partner must:

- (a) not post any mobile content fees to the customer's account for that failed message; and

(b) refund any mobile content fees it has posted for that failed message.

5.1.16 Extended period of failure to send and receive: If a Managed Partner has not successfully sent or received any premium SMS or MMS service message to or from a particular customer on a particular short code for 60 days, the Managed Partner must stop contacting that customer using that short code unless the customer requests otherwise.

5.1.17 Paid message indicator: If the mobile content fee for an MT message is higher than the standard charge for receiving an SMS or MMS message (as applicable) then, except in the case of an MT message sent as part of a chat service, the Managed Partner must include the term "\$Msg" at the start of the MT message.

5.2 Subscription services – supplying services

5.2.1 No minimum subscription period: A Managed Partner must permit a customer to unsubscribe from a premium messaging subscription service at any time and must not:

- (a) suggest otherwise; or
- (b) advertise or operate a premium messaging subscription service with a minimum subscription period.

5.2.2 Decommissioned services: If:

- (a) a premium messaging subscription service has been using a particular short code; and
- (b) that premium messaging subscription service is to be replaced with an alternative service using the same short code,

the Managed Partner must not automatically include a customer of the decommissioned service as a customer of the newly launched service unless that customer has requested the new service in accordance with clause 5.1.2.

5.2.3 Increasing prices: If a Managed Partner wishes to increase the price of a premium messaging subscription service, the Managed Partner must notify all active customers of that premium messaging subscription service of:

- (a) the new price; and
- (b) the effective date for the new price,

at least 1 month before that effective date.

5.2.4 Cost of notification: If the message required by clause 5.2.3 is sent via SMS, that SMS must be sent at no cost to the customer.

5.3 Supplying a chat service

5.3.1 Definition: "Chat service" is defined in the Internet Industry Code of Practice Content Services Code (**Content Services Code**) to mean "a service intended to facilitate the real-time exchange of messages between three or more users that are not otherwise known to each other where the messages entered by one user are automatically sent to and appear on the screen of the other users". This definition specifically excludes private peer-to-peer messaging between users known to each other through prior direct or indirect personal relationships.

5.3.2 Requirements: Vodafone requires that Managed Partners' chat rooms/services facilitating communication between participants must comply with the requirements specified in this section 5.3:

- (a) **Hints and tips:** Managed Partners must ensure that a summary of use hints and tips form part of the initial sign up process for chat services. Managed Partners must make it compulsory for users to read and agree to the chat service terms and conditions before joining the service.

Example of summary of use hints and tips:

FreeMsg U must be 18+ to chat. For ur safety don't share personal/contact info with chatters or arrange 2 meet them. More hints at www.netalert.gov.au

- (b) **Warnings:** Warnings must be provided to new customers concerning the dangers of disclosing personal details to the chat room and must advise against doing so.
- (c) **Confirmation message:** A confirmation/welcome message for the chat room/chat service facilitation is required to be sent to the customer as the first message. This message must be sent regardless of whether the service is a subscription or non-subscription service.
- (d) **Content of confirmation message:** The confirmation/welcome for chat room/chat service facilitation message is required to be sent:
- (i) as a standard, dedicated SMS; and
 - (ii) at no charge to the end customer;
- and must:
- (iii) commence with the phrase "FreeMsg";
 - (iv) include the name of the service and optional description;

- (v) include any sign-up cost;
- (vi) include the basis for calculating charges, including any:
 - (A) charge per MO message;
 - (B) charge per MT message; or
 - (C) charge per Charge Period, and that Charge Period; and
- (vii) provide a link to chat service terms and conditions which must include the posting rules of the chat service;
- (viii) include details of the Helpline; and
- (ix) include details of the “STOP” command.

Example of chat confirmation message:

FreeMsg Welcome 2 My Chat. Cost=\$1 to send/receive per msg. U must read terms & conditions at www.xxxx.com. Helpline 1800XXXXXX. To stop txt STOP to 19XXXX

- (e) **Monitoring:** All chat services must be monitored in such a way as to minimise opportunities to circulate content or to facilitate activities that are illegal, that incite violence or crime, that are potentially offensive to reasonable participants, or that breach any industry code of practice.
- (f) **Invitation charges:** Invitations to join chat services must not be MT message charged, unless the invitation is extended to a person who has given express consent to pay for such invitations.
- (g) **Participant charging:** Participants in chat services must not be MT message charged to receive chat room communications unless they have expressly consented to accept the charges.
- (h) **\$30 expenditure updates:** Notification of customer expenditure must be provided to chat participants after each \$30 increment of expenditure, regardless of whether the service is subscription or non-subscription. The \$30 expenditure notification messages must contain information on the customer’s cumulative spend on that service for that month in addition to the information required in clause 4.2.5 and 4.3.8.
- (i) **Adult content:** Any chat service that provides content that is adult in nature must be placed behind appropriate access controls – see the description of Parental Lock below (section 7.2). Vodafone will treat chat services providing adult content in the same manner as a content service providing adult content.
- (j) **Misleading content:** Any message sent by the Managed Partner as operator of a chat service must not mislead the recipient of the chat

messages by stating or implying that the chat user can meet the chat operator outside of the operation of the premium service.

- (k) **Regulatory context:** The Content Services Code specifies rules applying to chat services that must be complied with by Managed Partners. ACMA has also issued the Guide to the Implementation of Safety Measures in Mobile Chat Services (**Safety Measures Notice**). Managed Partners are required to develop safety measures complying with the Content Services Code and the Safety Measures Notice.

Vodafone will offer Managed Partners assistance to develop appropriate safety measures and to develop a co-ordinated approach for industry.

5.3.3 Advertising requirements: In addition to the requirements in Section 3 of this Handbook, advertising for chat services by or on behalf of Managed Partners, or the conduct of the chat service by the Managed Partner must not:

- (a) breach section 52 of the *Trade Practices Act 1974 (Cth)* (**Trade Practices Act**) by implying that the service can facilitate any meeting between the chat operator and the chat user outside of the premium service; or
- (b) be misleading or deceptive in any other way.

5.4 Supplying a video calling service

5.4.1 Requirements: Video calling is a service which may be a new experience to customers who may not be familiar with it or understand its capabilities. Managed Partners must provide:

- (a) notification of whether the Managed Partner can see the customer; and
- (b) notification if the service is recorded,

before the service is engaged.

- (c) **Call costs:** Premium video services must also comply with premium voice requirements regarding expected and average call costs.

5.5 Supplying gambling services

5.5.1 Prohibition: Vodafone does not permit its Managed Partners to offer or facilitate access to any services or content of a gambling related nature via the Vodafone network.

5.5.2 Exception to prohibition: Electronic games which do not involve betting or gambling with "real" money are allowed on the network (eg card games), as are competitions that do not include a "wagering" element.

5.5.3 Regulatory context: Gambling and gambling related services are governed by a range of federal and state based legislation. It is illegal to supply many types of gambling services via electronic means or online.

A photograph of a woman in a red dress leaning on a balcony railing, looking back over her shoulder. Above her, another woman is visible looking out from a window. The background is a white wall with a wooden roof structure.

6.

Unsubscribe & Opt Out Mechanisms

6. Unsubscribe and opt-out mechanisms

6.1 General obligations – unsubscribe and opt-out mechanisms

6.1.1 Unsubscribing from subscription services: If a customer requests to unsubscribe from a subscription service, at any time, a Managed Partner must:

- (a) stop supplying the subscription service (other than supplying messages or providing access that the customer has already paid for):
 - (i) as quickly as possible following receipt of the request by the Managed Partner;
 - (ii) and in any event within 1 business day of receipt of the request by the Managed Partner, unless the Managed Partner is unable to stop supply within that time due to matters beyond its control;
- (b) from receipt of the request to unsubscribe, not post any new mobile content fees to the customer's account in respect of the subscription service unless it is actively renewed by the customer in accordance with clause 5.1.2; and
- (c) refund any new mobile content fees posted after the request to unsubscribe was received from the customer,

unless the customer's request is of the kind described in clause 5.1.8, in which case the Managed Partner must instead comply with clause 5.1.8.

6.1.2 Opting-out of marketing: If a customer requests to opt-out from marketing in relation to a premium messaging subscription service, the Managed Partner must ensure that this:

- (a) terminates the customer's consent to receive any further marketing messages in relation to that premium messaging subscription service; and
- (b) results in the customer being removed from any relevant marketing database,

unless the customer's request is of the kind described in clause 5.1.8, in which case the Managed Partner must instead comply with clause 5.1.8.

6.1.3 Unsubscribe fees: A Managed Partner:

- (a) must not charge any mobile content fees for:
 - (i) processing a request to unsubscribe from a subscription service; or
 - (ii) any "STOP" command; and

- (b) is not taken to have charged a mobile content fee for the purposes of clause 6.1.3(a) if the subscription service was a premium SMS or MMS service and:
 - (i) the request to unsubscribe can be issued without using a premium SMS or MMS service, and the mobile content fee is not more than the usual cost of communicating in the same way as was used to issue the request to unsubscribe; or
 - (ii) in any other case – a refund is given to the customer to reimburse the customer for any cost above the usual cost of communicating in the same way.

6.2 Subscription services – unsubscribe and opt-out mechanisms

6.2.1 "STOP" messages for premium messaging subscription services: A Managed Partner of a premium messaging subscription service must allow customers to unsubscribe from the service by:

- (a) entering the word "STOP" in a message sent from the customer's handset to a short code or destination number for the premium messaging subscription service; and
- (b) where practical, allowing the "STOP" message described in (a) to be sent as a reply to a message sent as part of the premium messaging subscription service.

6.2.2 "STOP" commands: Subject to clause 6.2.3, a Managed Partner must ensure that a "STOP" command:

- (a) sent to a short code terminates:
 - (i) all premium messaging subscription services from that short code in accordance with clause 6.1.1; and
 - (ii) all marketing messages sent to the customer's mobile phone as part of those premium messaging subscription services in accordance with clause 6.1.2; and
- (b) sent in response to a marketing message in relation to a premium messaging subscription service results in the customer opting-out of marketing in relation to that premium messaging subscription service in accordance with clause 6.1.2.

6.2.3 Multiple services using same short code: If:

- (a) multiple premium messaging subscription services use the same short code; and

- (b) a "STOP" command expressly identifies which particular premium messaging subscription service the customer wishes to unsubscribe from,

the Managed Partner may unsubscribe the customer from only that particular premium messaging subscription service if:

- (i) the "STOP" command is in the format "stop <service name>" or "<service name> stop"; and
- (ii) the "<service name>" identified in the "STOP" command unambiguously matches a particular premium messaging subscription service.

6.2.4 Wording of "STOP" commands: A Managed Partner must treat any message sent to a short code containing the word "stop" (other than a message sent as part of a chat service where the word "stop" appears in combination with other words in the ongoing dialogue between the chat participants) as a "STOP" command for that short code.

6.2.5 Unsubscribe confirmation messages: Whenever a customer unsubscribes from a premium messaging subscription service the Managed Partner must confirm:

- (a) as soon as possible; and
- (b) in any event, within 1 business day of receipt of the request (unless the Managed Partner is unable to do so within that time due to matters beyond its control),

by standard, dedicated SMS message, at no charge to the customer, that their request to unsubscribe has been acted upon.

6.2.6 Content of unsubscribe confirmation message: The confirmation message described in clause 6.2.5 must:

- (a) commence with the phrase "FreeMsg"; and
- (b) include confirmation that the customer has unsubscribed from the premium messaging subscription service or premium messaging subscription services; and
- (c) state if the customer will still receive messages or access that the customer has already paid for.

Example of unsubscribe confirmation message:

FreeMsg U are now unsubscribed from Hottest Mobile Tones. Helpline 1800 XXX XXX.

6.2.7 Content previously paid for: If:

- (a) a customer requests to unsubscribe from a premium messaging subscription service; and
- (b) the Managed Partner continues to send the customer messages that the customer has already paid for,

those messages must include the term "FreeMsg".



7.

Content Standards

7. Content standards

7.1 Content classification

Vodafone has developed an Adult Erotic Matrix (Attachment A) which assists by providing a common language and framework for describing adult erotic content. Please note that the Adult Erotic Matrix is not to be used in substitution for pre-assessment of content in accordance with National Classification Code and with the Classification Board Guidelines for the Classification of Films and Computer Games (**Classification Board Guidelines**) as required by the Content Services Code.

Content made available or billed via the Vodafone network using a premium short code must comply with the following requirements.

- 7.1.1 Illegal content:** Content which could or would be considered illegal in any Australian jurisdiction (**Illegal Content**) must not be made available by a Managed Partner via the Vodafone network. Any attempt to operate a service which includes making Illegal Content available via the Vodafone network will be regarded as a serious matter and appropriate action will be taken by Vodafone, including, where appropriate, notifying the relevant authorities.
- 7.1.2 Prohibited content:** In accordance with the Content Services Code, content which could or would be pre-assessed as X18+ or RC (refused classification) in accordance with the Classification Board Guidelines must not be made available, or the customer billed for such content, by a Managed Partner via the Vodafone network. For the purposes of this Handbook, adult erotic content which is CS6.0 or above in the Adult Erotic Matrix will be considered Prohibited Content by Vodafone regardless of its classification under the Classification Board Guidelines.
- 7.1.3 Banned content:** In addition to content that is Illegal Content and/or Prohibited Content under the Content Services Code, set out below are types of content that Vodafone considers are otherwise so extreme that they are banned by Vodafone (**Banned Content**) and must not be made available by a Managed Partner via the Vodafone network:
- (a) **Sexually explicit material:** Content of a highly explicit sexual nature, the sole purpose of which is sexual entertainment. The following terms apply to heterosexual and homosexual activities and constitute sexually explicit material that must not be made available by a Managed Partner via the Vodafone network.
 - (i) **Minors and role playing:** Content depicting, or implying that a person who is (or who appears to be) under 18 years of age is engaged in sexual activity, or presented in a sexually provocative manner which may include depictions involving adults role-playing as non-adults.
 - (ii) **Abusive sexual activity:**
 - (A) Sexual violence (eg sexual assault and rape); and

(B) Content (including dialogue) likely to encourage an interest in abusive sexual activity (eg paedophilia, incest).

(iii) **Sado masochistic activity:**

(A) Content depicting or implying the infliction of constraint, coercion and pain or physical harm in a sexual context; and

(B) Content depicting or implying the use of any form of physical restraint, for example, gags and bonds.

(iv) **Other fetish sexual activity:**

(A) Content depicting or implying niche fetish activity not covered by the Adult Erotic Matrix; for example necrophilia, defecation and urolagnia; and

(B) Content depicting or implying content that may not be covered by the Adult Erotic Matrix but is exploiting vulnerable people; for example, disabled or elderly people.

(v) **Bestiality:** Content depicting or implying bestiality.

(vi) **Live adult erotic webcams:** Live webcams providing or showing the provision of adult erotic services.

(vii) **Use of sexual objects/props:**

(A) Content depicting the use of sex props that are excessively large (relative to normal anatomy); and

(B) Content depicting the sexual use of sharp or dangerous objects, or objects that imply illegal or abusive activities; for example the use of guns and knives, bottles, children's toys, religious artefacts, household appliances or sports equipment.

(b) **Violence:**

(i) Content depicting actual instances of harm or distress to people or animals where used as a form of entertainment, excluding the reporting of an incident of public interest within news or documentary content or any fictional content that is acceptable under the Classification Board Guidelines;

(ii) Extreme or gratuitous violence, including restraint, torture, sadism, mutilation or execution;

(iii) Exploitative/sadistic violence towards vulnerable and defenceless people or animals;

(iv) Self-infliction of extreme pain or physical harm resulting in permanent damage or death; and

(v) Content that incites violence.

(c) Incitement of illegal or anti-social behaviour:

(i) Incitement of racial, religious or ethnic hatred or abuse;

(ii) Incitement or glamorising of anti-social behaviour such as illegal drug taking and solvent abuse, the glorification of vandalism, bomb making, terrorism and the like; and

(iii) Material that demonstrates criminal techniques.

7.1.4 Restricted content: In accordance with the Content Services Code, content which could or would be pre-assessed as MA15+ or R18+ under the current Classification Board Guidelines (**Restricted Content**) must not be made available to a customer, or the customer billed for such content by a Managed Partner via the Vodafone network, unless the customer has requested access to Restricted Content and that customer has been verified as being 18 years of age or over in a manner approved by Vodafone under its Parental Lock service. In the case of adult erotic content, content which is rated CS1.5 to CS 5.1 inclusive in the Adult Erotic Matrix will be considered Restricted Content by Vodafone, regardless of its classification under the Classification Board Guidelines.

- (a) All Restricted Content must be subject to a Vodafone-approved form of access control. The only approved form of access control is the Parental Lock service described in section 7.2. This service ensures that only customers over the age of 18 years whose age has been verified in accordance with Parental Lock are allowed access to Restricted Content.
- (b) All Restricted Content must be pre-assessed in accordance with the Classification Board Guidelines by a certified assessor before it is made available via the Vodafone network and on request from Vodafone, the Managed Partner must be able to show evidence of this pre-assessment. See section 7.1.7 for details about certified assessors.
- (c) Any Restricted Content made available by Managed Partners (and sitting behind the Parental Lock service) that is charged to a customer using a short code must use 195 or 196 premium number ranges.
- (d) Managed Partners must ensure that the models in the images contained in Restricted Content supplied by the Managed Partner were 18 years of age or over at the time that the images were recorded. At Vodafone's request, Managed Partners will provide evidence to Vodafone (in a form satisfactory to Vodafone) of the age of the relevant models.

7.1.5 Unrestricted content: Content which could or would be pre-assessed as M, PG or G (**Unrestricted Content**) in accordance with the Classification Board Guidelines (content which is not Illegal Content, Prohibited Content, Banned Content or Restricted Content) can be made available by the Managed Partner via the Vodafone network without needing to be subject to the Parental Lock service, except in the case of adult erotic content which must be rated CS1.4 or below in the Adult Erotic Matrix to be considered

Unrestricted Content by Vodafone, regardless of its classification under the Classification Board Guidelines.

- (a) Unrestricted Content may not always need to be assessed. For example, news, sports or children's services are highly unlikely to contain Restricted Content and therefore a high level assessment may be made of the service such that individual assessment of content items need not occur.
- (b) All Unrestricted Content which could or would be pre-assessed as M must be pre-assessed in accordance with the Classification Board Guidelines by a Classification Board trained assessor before it is made available via the Vodafone network. On request from Vodafone, the Managed Partner must show evidence of this pre-assessment.

7.1.6 'Taste & Decency': In addition to the content standards guidelines set out in this Handbook, Vodafone reserves the right to direct Managed Partners to take down content or restrict access to content which Vodafone considers does not meet community standards of 'taste & decency'. This must occur within 1 business day of receipt of the direction from Vodafone.

7.1.7 Pre-assessment of content: Managed Partners must ensure that pre-assessment of content is undertaken by certified assessors in accordance with the Content Services Code. Without limiting the requirements of the Content Services Code, the certified assessors must be individuals who are resident in Australia and who have completed a training course approved by the Director of the Classification Board and who remain certified as assessors. Vodafone requires that each Managed Partner have at least 2 such trained and certified assessors on its staff at all times.

7.2 Vodafone's Parental Lock service

7.2.1 Background: The Parental Lock service provides Vodafone customers with the ability to control and manage their access to the various Restricted Content channels. Parental Lock is intended to assist Vodafone and Managed Partners to comply with the content-specific regulatory regime although Managed Partners must obtain their own advice and implement their own systems to ensure that they comply. The regime requires carriage service providers and content service providers to block all access to Prohibited Content and Illegal Content and to limit access to Restricted Content to adults who have requested access by implementing an access control solution such as Parental Lock.

7.2.2 Operating mechanism: With the Parental Lock service, all Vodafone customers are automatically barred or blocked from accessing Restricted Content on Vodafone's proprietary network service (ie Vodafone live!) and via mobile premium services on the 195 and 196 number ranges. Customers will be able to access Restricted Content by requesting that the block be lifted, proving that they are over 18 years of age and proving that they are the relevant account holder. Customers have the ability to manage Parental Lock

through a number of channels including face to face, call centre and via the handset.

7.3 Audio standards

7.3.1 Principles: The principles underlying the requirements in this section 7.3 are reflective of prevailing community standards, the Classification Board Guidelines and the Australian Recording Industry Association (**ARIA**) and Australian Music Retailers Association (**AMRA**) Recorded Music Labelling Code of Practice.

Specific principles underlying these requirements are that:

- (a) adults in a democratic society should be free to listen to what they wish within the standards of morality, decency and propriety generally accepted by reasonable adults; and
- (b) consumers should be supplied with sufficient information so that they can make informed purchasing decisions, including regarding:
 - (i) music products which may offend; and
 - (ii) music products which may be unsuitable for Minors.
- (c) Compliance with this section 7.3 forms part of the Managed Partner's contractual obligations with Vodafone.

7.3.2 Impact on brand and reputation: Where the carrying of a certain track or artist has had, or is seen to have the potential to create, a negative impact on Vodafone's brand or reputation, Vodafone may instruct the take down of such artist or track. If so, removal must occur and be confirmed by the Managed Partner within 24 hours (taking into account time zones which would affect weekends only) of receipt of instructions.

7.3.3 Promotion of services: Any marketing, advertising or joint promotion activities on TV, radio or any other audio/visual medium in relation to services provided by the Managed Partner via the Vodafone network must not play any audio tracks that contain profanity, sexual or violent themes. Teaser (promotional/free) tracks must have regard to the elements of this section 7.3. Further teaser (promotional/free) content must have due regard for the audience and will be labelled appropriately.

7.3.4 Labelled tracks: Tracks labelled Level 1 and Level 2 according to the ARIA/AMRA Recorded Music Labelling Code of Practice can be made generally available to customers by Managed Partners via the Vodafone network. Tracks labelled Level 3 according to the ARIA/AMRA Recorded Music Labelling Code of Practice must only be made available by Managed Partners to persons 18 years of age and over and must therefore be subject to Parental Lock.

7.3.5 Display of explicit labelled tracks: If the Managed Partner's contractual requirements specify that all metadata is to remain unchanged, the Managed Partner is still required to present tracks as they are supplied. However, the Managed Partner must display "Explicit" next to a title, or if possible, show a warning icon. Possible formats are (for example):

- (a) Fuck It (explicit); or
- (b) Fuck It (WARNING ICON).

7.3.6 Display of radio-edit labelled tracks: Radio edits of labelled tracks will be appropriately identified. Possible formats which will be consistent with physical (CD) and online labelling are (for example):

- (a) F**k It (radio edit); or
- (b) F**k It (clean).

7.3.7 ARIA listing of labelled tracks: In addition to the above, Managed Partners must cross-reference tracks with available information regarding status of labelled tracks as per the ARIA listing available at <http://www.aria.com.au/pages/labelled-titles.htm>.

Lists are available for:

- (a) 1996 – 2001 (Tier 1 and Tier 2 labels); and
- (b) 1/4/03 – 31/3/04; 1/4/04 – 31/3/05; and 1/4/05 – current. These lists indicate Aust Distributor/Artist/Title/Label/Format (album/Single)/Classification level/catalogue level.

7.3.8 Labelling of tracks with Levels 1, 2 and 3: As outlined in the ARIA/AMRA Recorded Music Labelling Code of Practice, tracks listed:

- (a) Level 1 and Level 2:
 - (i) must be labelled with the appropriate warning; and
- (b) Level 3:
 - (i) will only be available to persons 18 years of age and over and therefore must be subject to Parental Lock.

7.3.9 Not to be sold: Managed Partners must not permit products containing lyrics which promote, incite, instruct or exploitatively or gratuitously depict drug abuse; cruelty; suicide; criminal or sexual violence; child abuse; incest; bestiality; or any other revolting or abhorrent activity in a way that causes outrage or extreme disgust to most adults to be released or distributed via the Vodafone network.

7.3.10 Review triggers: Triggers for Vodafone or a Managed Partner to review a track to decide its suitability to be carried or withdrawn from the portal are:

- (a) if the track has been withdrawn by national or online retailers;
- (b) increasing controversy regarding a track or artist;
- (c) customer care feedback based on customer complaints;
- (d) removal of track from radio broadcasters play lists; and
- (e) where the carrying of a certain track or artist has had, or is seen to have the potential to create, a negative impact on Vodafone's brand or reputation.

7.3.11 Track take-downs: Following a review under section 7.3.10 Vodafone may instruct the take down of such artist or track. If so, the Managed Partner must ensure that removal occurs and is confirmed within 24 hours (taking into account time zones which would affect weekends only) of receipt of instructions.

7.3.12 Ringtones: Music ringtones and non-music ringtones (eg spoken word, "Answer the (expletive) phone," or sounds such as moaning, groaning or screaming) must be treated by Managed Partners in a manner consistent with this section 7.3 and particular attention must be given to the principles underlying this section 7.3, specifically with regard to ringtones (both music and non-music) that may offend or be unsuitable for Minors. Managed Partners must take into account the potential for ringtones (both music and non-music) to be overheard by Minors and cause offence to other third parties.

7.3.13 Ringback tones: Ringback tones are not currently available from Vodafone's portal. However should ringback tones become available, the requirements in section 7.3 that apply to ringtones will be applicable to ringback tones.

7.4 Take down & classification process

7.4.1 Where Vodafone determines content breaches Classification Board Guidelines: When Vodafone decides that content supplied by a Managed Partner:

- (a) should have been pre-assessed as MA15+ or R18 (whether or not there has been a complaint about it), and is not protected by Parental Lock:
 - (i) the Managed Partner must remove access to or place behind a 195 or 196 short code the relevant content within 1 business day; and
 - (ii) Vodafone may impose the relevant provisions set out in section 9 of this Handbook;
- (b) is Illegal Content, Prohibited Content or Banned Content, or potentially within any of these categories, the Managed Partner must remove the relevant content immediately; and

- (i) In the case of Illegal Content which is suspected child pornography, Vodafone will notify the relevant law enforcement agency of the detection of the content on the Managed Partner's service. Under Commonwealth legislation it is an offence for a person to use a telecommunications carriage service to access, transmit to themselves, transmit generally, make available or publish or otherwise distribute child pornographic material; and
- (ii) Vodafone may impose the relevant provisions set out in section 9 of this Handbook.

7.4.2 Dispute of Vodafone classification decision: If the Managed Partner disagrees with Vodafone's decision, the following process can be followed to submit the content to the Classification Board and request that the Classification Board makes a decision regarding the appropriate classification of the content using the Classification Board's priority classification service (which is charged at a premium rate).

- (a) Where a Managed Partner has been directed to remove content by Vodafone for breaching the Classification Board Guidelines, which they have complied with, and they wish to challenge this direction, the Managed Partner must send a completed and signed copy of the Classification Board Classification Application form to Vodafone, indicating priority processing.
- (b) Within 2 business days of receipt of the completed and signed application form from the Managed Partner, Vodafone must sign it and submit it to the Classification Board and notify the Managed Partner that it has done so. If Vodafone does not wish to take this course of action then it must contact the Managed Partner prior to the expiry of 3 business days to discuss alternative courses of action.

7.4.3 Classification fees: Both parties will be required to pay the Classification Board equal halves of the full fee for classification of the classifiable content in advance. By signing the Classification Board Classification Application form both parties agree that:

- (a) Vodafone will recompense the Managed Partner for the fee already paid in instances where the classifiable content was correctly pre-assessed; or
- (b) the Managed Partner will recompense Vodafone for the fee already paid, in instances where the classifiable content was incorrectly pre-assessed.

7.4.4 Classification Board classification: On receipt of the application, the Classification Board will consider the classifiable content against the Classification Board Guidelines. The Classification Board will:

- (a) make a decision regarding the appropriate classification; and
- (b) inform the parties of the correct classification for the classifiable content;

and:

- (c) where the Classification Board classifies the content as being MA15+ or above, the Managed Partner must continue to comply with Vodafone's notice to the Managed Partner to take down/remove the content or place it behind a 195 or 196 short code (as applicable); and
- (d) where the Classification Board classifies the content as being G, PG or M, the Managed Partner may reinstate the content.

7.4.5 Where Vodafone determines content breaches Vodafone's content standards: Content may breach Vodafone's content standards if, for example, Vodafone decides it is Banned Content according to section 7.1.3, or if Vodafone decides it has not been correctly classified according to the Adult Erotic Matrix. If Vodafone decides that content submitted by a Managed Partner, or provided to Vodafone customers via the Vodafone network breaches Vodafone's content standards set out in this section 7, then Vodafone will instruct the Managed Partner to:

- (a) for content that should have been rated as Restricted Content according to section 7.1.4 - within 1 business day "take down", remove access to or, put the relevant content behind 195 or 196 short codes; or
- (b) for content that is Illegal Content, Prohibited Content or Banned Content (or potentially within any of these categories) according to this section 7 - remove the content immediately.

Vodafone may also impose the relevant provisions set out in section 9 of this Handbook.

7.4.6 Compliance with take-down requests: The Managed Partner must confirm with Vodafone as soon as the content has been taken down. Failure to comply within the time frames stipulated above will result in the disconnection of the relevant service and the imposition of breach fees.

7.4.7 Repeat breaches of Vodafone's content standards: A repeat breach or deliberate breach of the content standards in this section 7 will result in immediate disconnection of the relevant service and the imposition of breach fees (see section 9.1). Vodafone will not be liable for any consequences of a disconnection of the relevant service.



8. Complaint Handling

8. Complaint Handling

8.1 General obligations – Complaint handling

Customer complaint resolution and Managed Partners' Helpline operation are two areas that Vodafone regards as central to a good customer experience. The proliferation of mobile premium services, the trend toward locating helpdesk services offshore and the use of IVRs has led to a high number of complaints not being responded to within appropriate timeframes. Accordingly, the following guidelines include provisions for the applications of breach fees for failure to comply, in line with the costs to Vodafone of managing such complaints.

8.1.1 Complaint handling and inquiry procedures: Managed Partners must have complaint handling and inquiry procedures which:

- (a) address any issues raised in the supply of mobile premium services to customers;
- (b) are accessible;
- (c) are easy and convenient for customers to use;
- (d) are fair and reasonable;
- (e) include appropriate methods of taking action and monitoring undertakings made to complainants;
- (f) include an appropriate complaint escalation process;
- (g) electronically record complaints received and any resolutions;
- (h) have a publicly available complaints handling policy (including information about the customer's right to complain) that is publicised to customers and to staff;
- (i) have accessible, flexible and free or low cost methods of lodging complaints;
- (j) have a process:
 - (i) for continuously classifying and analysing complaints to identify recurring and systemic problems and trends and rectify and eliminate underlying causes of complaints; and
 - (ii) which includes reasonable consideration of whether redress is appropriate for customers affected by problems (including, where appropriate, all those customers identified as having been affected by a recurring or systemic problem);
- (k) include a Helpline;

- (l) provide Vodafone with the Managed Partner's Helpline number in a timely manner; and
- (m) have a process for handling complaints that involve Minors which includes consideration of the following factors where relevant and within the knowledge of the Managed Partner handling the complaint:
 - (i) whether the mobile premium service was used by a Minor;
 - (ii) whether the Minor is the sole or primary user of the mobile phone;
 - (iii) whether the person who holds the relevant account with Vodafone:
 - (A) expressly or impliedly consented to the use of their mobile phone for the mobile premium service; and
 - (B) if the person did consent, whether they were aware, or ought reasonably to have been aware, of the cost and nature of the mobile premium service;
 - (iv) whether advertisements for the relevant mobile premium service advised its potential audience to seek the permission of the relevant account holder before accessing the mobile premium service; and
 - (v) whether the mobile premium service specifically targeted Minors.

8.1.2 Helpline: A Managed Partner must offer a local or free-call Helpline for use by customers wishing to:

- (a) make complaints; or
- (b) unsubscribe from a subscription service or opt-out of marketing.

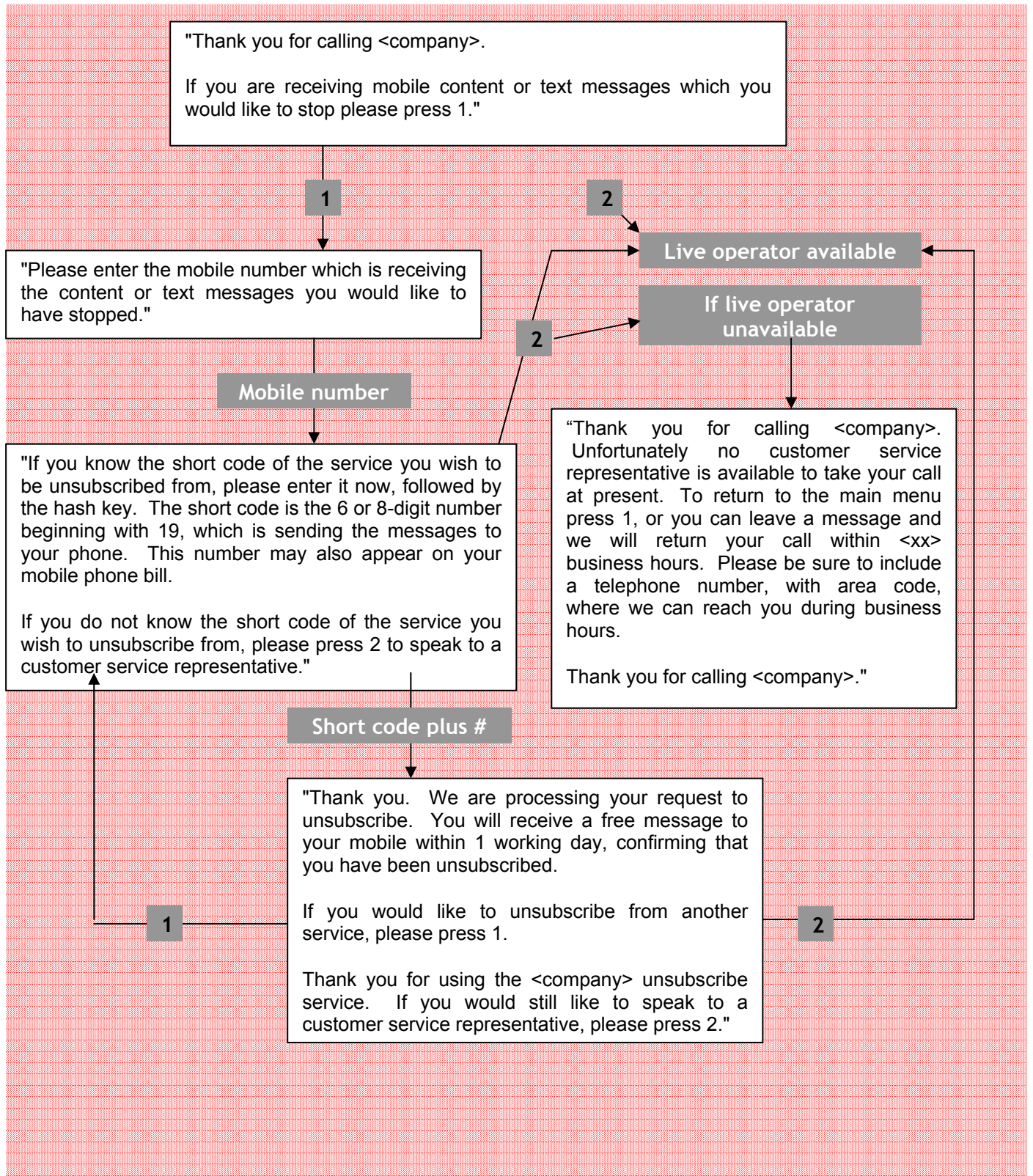
8.1.3 Advising Vodafone: A Managed Partner must formally advise Vodafone of the details of its Helpline.

8.1.4 Helpline requirements: A Managed Partner must:

- (a) **Live agents:** staff its Helpline from 9am to 5pm, Australian EST, on business days;
- (b) **Call times:** ensure all calls received by the Helpline during the timeframe referred to in clause 8.1.4(a) are either:
 - (i) answered by live agents within a reasonable timeframe;
 - (ii) dealt with in accordance with clause 8.1.4(c); or
 - (iii) if the customer chooses that option, dealt with in accordance with clause 8.1.4(d);
- (c) **Queues:** if a caller to the Helpline is queued to speak to a live agent about a premium SMS or MMS service, tell the caller:

- (i) that their call will be answered by an agent; or
 - (ii) that they may leave a message;
- (d) **IVR:** make a 24 hour per day, 7 day per week, IVR service available via the Helpline in relation to any premium messaging subscription services, that:
- (i) gives customers the option of unsubscribing from any premium messaging subscription services by:
 - (A) entering their mobile number into the IVR helpdesk service; or
 - (B) leaving a recorded voice message on the IVR helpdesk service; and
 - (ii) informs customers of the timeframe in which they will be unsubscribed or, if applicable, have their call returned;
- (e) **Greeting:** greet customers calling the Helpline with the name of the Managed Partner and, where applicable, the name of the person taking the call;
- (f) **Answering messages:** have an operator call a customer to respond to verbal complaints left on the Helpline's answering service as soon as practicable, and at least within 1 business day; and
- (g) **Unsubscribe and opt-out:** ensure that customers can:
- (i) unsubscribe from subscription services; and
 - (ii) opt-out of marketing,
- by ringing the Helpline.

Example of an appropriate IVR Helpline message flow:



- 8.1.5 Written complaints:** Within 2 business days of receipt of a written complaint, a Managed Partner must contact that customer to:
- (a) acknowledge receipt; and
 - (b) advise the complainant of the timeframe for possible final determination of that complaint.
- 8.1.6 Investigating complaints:** Subject to clauses 8.1.7 and 8.1.8, a Managed Partner must investigate all complaints, other than those which it reasonably determines to be:
- (a) frivolous;
 - (b) vexatious; or
 - (c) not made in good faith.
- 8.1.7 Referral of complaints by Managed Partner:** A Managed Partner must refer complaints that do not relate to the Managed Partner's mobile premium services to an appropriate organisation to address the complaint.
- 8.1.8 Managed Partners and content suppliers:** Managed Partners must:
- (a) subject to clause 8.1.8(c), if they receive a complaint that relates to an aspect of the mobile premium service under the control of a content supplier engaged by the Managed Partner to supply the relevant mobile premium service:
 - (i) take reasonable steps to ensure the correct Helpline number is passed on to the complainant; and
 - (ii) refer the complaint to the content supplier in a timely manner;
 - (b) provide content suppliers with a contact mechanism by which they can submit and update their helpline numbers; and
 - (c) undertake to resolve complaints:
 - (i) not resolved by the relevant content supplier; or
 - (ii) received from the TIO,in any manner they consider appropriate (acting reasonably) based on available information, with reference to any relevant independent third party.
- 8.1.9 Escalation emails:** A Managed Partner must reply to emails from Vodafone escalating complaints within 2 business days.
- 8.1.10 Resolving Complaints:** A Managed Partner must use genuine efforts to resolve all complaints made by customers to it prior to referring them to the TIO.

8.1.11 Complaints information: A Managed Partner must share available complainant call log information relevant to a complaint with the complainant on request.

8.1.12 Resolution times: A Managed Partner must:

- (a) resolve:
 - (i) direct complaints within 2 business days of receipt by the Managed Partner;
 - (ii) escalated complaints within 2 business days of escalation from Vodafone; and
 - (iii) escalated complaints relating to a previous complaint made by that customer to the Managed Partner within 1 business day of escalation from Vodafone;
- (b) if it is not possible to meet the timeframes set out in clause 8.1.12(a):
 - (i) provide the customer with at least weekly updates on the complaint's progress and likely timeframe for resolution; and
 - (ii) propose a resolution of the complaint within 30 days of receipt by the Managed Partner; or
- (c) if it is not possible to meet the timeframes set out in clause 8.1.12(b), advise the customer that they may refer their complaint to the TIO.

8.1.13 Advice on outcomes: A Managed Partner must advise each customer complainant of the outcome of their complaint. Such advice must be in writing if requested by the complainant.

8.1.14 Disputed amounts: A Managed Partner must not demand payment of genuinely disputed amounts whilst the dispute is being investigated.

8.1.15 Refund requests: A Managed Partner must not require customers to put refund requests in writing.

8.1.16 TIO: A Managed Partner must advise customers of their external avenue of recourse to the TIO if the customer:

- (a) expresses dissatisfaction with the resolution of their complaint; or
- (b) requests this information.

8.1.17 Recording complaints: A Managed Partner must:

- (a) maintain accurate records of each complaint made to it about mobile premium services, including:
 - (i) the complainant's contact details;
 - (ii) the date of the complaint;

- (iii) the nature of the complaint;
 - (iv) a running log of actions undertaken to resolve the complaint; and
 - (v) the relevant short code;
- (b) retain these complaint records for at least 2 years;
 - (c) make these complaint records available to Vodafone on request; and
 - (d) if ACMA requests a copy of a complaint record in relation to a particular short code, or series of short codes, make the copy available to ACMA within a reasonable time period (taking into account the nature of the information requested).

8.1.18 Excess complaints: Where a Managed Partner receives an excessive number of complaints compared to its market share of MT traffic, Vodafone will impose the Breach Fee as per the table in section 9.1 to recoup the costs of managing these excess complaints.

8.2 Working with Vodafone Customer Care

8.2.1 Vodafone helpdesk: In addition to the customer calling the Managed Partner's Helpline, Vodafone also promotes its own Customer Care helpdesk number 1300 650 410 as a point of contact on the customer's bill. Vodafone Customer Care will handle customer complaints relating to the products and services of Managed Partners in accordance with the following process:

- (a) The customer calls Vodafone's 1300 650410 Customer Care;
- (b) Vodafone identifies the customer as having a mobile premium service-related problem;
- (c) Vodafone asks the customer for the relevant short code or Vodafone will look up the short code against the customer's call usage report;
- (d) The short code is entered into Vodafone's online system which will present the following information:
 - (i) the short code;
 - (ii) the Managed Partner;
 - (iii) the content partner (if appropriate);
 - (iv) the price points of the MO and MT messages concerned;
 - (v) a high level description of the service; and
 - (vi) the Managed Partner's Helpline number;

- (e) Vodafone's Customer Care agent will read out the description of the service and asks the customer if they recall purchasing or subscribing to the service;
- (f) Based upon the customer issue, a number of actions may be taken:
 - (i) The customer may remember requesting the service and be happy/unhappy;
 - (ii) Vodafone Customer Care will explain how to use the "STOP" command if the service is a subscription service;
 - (iii) If Vodafone Customer Care is unable to resolve the issue, they will inform the customer that the call has been logged and give the customer the Helpline number listed by the Managed Partner for the short code. Vodafone Customer Care will also offer to cold call transfer to the relevant Managed Partner's Helpline;
 - (iv) The customer is informed that if the situation is not brought to a resolution within 2 business days, the customer should call back Vodafone Customer Care;
 - (v) If the customer wants to be transferred, then Vodafone will then cold call transfer the customer to the Managed Partner's Helpline;
 - (vi) The Managed Partner must provide Vodafone with the most up-to-date Managed Partner Helpline contact numbers and immediately inform Vodafone if any contact numbers change by contacting the Vodafone Compliance Officer – Content Standards listed in section 10; and
 - (vii) If a complaint is not resolved by a Managed Partner in accordance with clause 8.1, Vodafone reserves the right to refund directly to the customer an amount representing the relevant amounts relating to the Managed Partner's service which is the subject of the customer's complaint. Vodafone may withhold the corresponding revenue share from the Managed Partner or deduct the amount of the refund from amounts payable to the Managed Partner (as applicable).

8.3 Working with the Vodafone TIO resolutions team

- 8.3.1 Escalated TIO complaints:** Any customer complaint escalated to the TIO and forwarded to a Managed Partner for action from Vodafone must be responded to within 2 business days of receipt of the TIO complaint by the Managed Partner. Responses must be provided directly to the Vodafone TIO Resolutions Team. Managed Partners must provide full logs and all necessary details as requested by Vodafone to address and investigate the complaint.

8.3.2 Failure to comply: Failure to provide the requested information within 2 business days will result in the automatic imposition of a breach fee. See the table of breach fees in section 9.1.

8.3.3 TIO complaint resolution timeframes: Complaints that are forwarded to Managed Partners by Vodafone's TIO Resolutions Team must be resolved and reported back to the TIO Resolution Team as follows:

TIO Level	Time to resolve/respond to a complaint	TIO charge per complaint (on-charged to the Managed Partner)
Level 1	2 working days to resolve	\$34.10
Level 2	21 days to respond to TIO	\$286.00
Level 3	28 days to respond to TIO	\$522.50
Level 4	3 months to respond to TIO	\$2,475.00

8.4 Summary of complaint handling timeframes

Obligation	Timeframe
Live agent helpdesk	9am – 5pm Mon-Fri, Australian EST
Calls answered by live agents	Reasonable timeframe
IVR service	24 hours a day, 7 days a week
IVR confirmation of unsubscribe	As soon as possible, and no later than within 1 business day
IVR message callback	1 business day
Acknowledgement of written complaints	2 business days
STOP request action	As soon as possible, and no later than within 1 business day
Resolution of direct customer complaints	2 business days

Resolution of escalated customer complaints, including TIO complaints 2 business days

Resolution of further escalated customer complaints sourcing from the relevant carriage service provider's customer care 1 business day

Complaint record keeping 2 years

A photograph of a man in profile, wearing a blue t-shirt and a black plaid beanie, holding a basketball with both hands. He is standing on an outdoor basketball court. In the background, there is a basketball hoop and backboard, a chain-link fence, and a residential neighborhood with houses and trees under a clear blue sky. Another person in a white shirt with red sleeves is partially visible behind him.

9. Enforcement

9. Enforcement

9.1 Breach Fees

In order to discourage non-compliance with this Handbook and to recoup any losses and costs incurred by Vodafone relating to non-compliance issues, Managed Partners will be required to pay an amount for non-compliance as outlined below (**Breach Fee**). Vodafone is not required to issue a warning to a Managed Partner before issuing a Breach Fee, and in most instances, the notification of the imposition of the Breach Fee will accompany the issue of a non-compliance notification. The relevant amount will be required at the discretion of Vodafone at the end of each month and will be offset against any payments from Vodafone due to the Managed Partner. In each case the Breach Fee is a genuine pre-estimate of Vodafone's losses and costs relating to the particular non-compliance, including administrative costs. In addition, Vodafone will also withhold any payments due in connection with the service until the issue(s) has been resolved:

Activity	Breach Fee
General non-compliance with any provision of this Handbook not specifically listed below.	\$2000 – per breach. A breach may be calculated on the basis of days of non-compliance or items of non-compliance at Vodafone's discretion depending on the nature of the breach.
Spam (marketing messages) – imposition of a charge for investigating and potentially rectifying a spam complaint where the Managed Partner is found to have spammed a customer using wholesale SMS.	\$5K fee + \$50 per customer instance, capped at \$100K.
Spam (premium messages) – imposition of a charge for investigating and potentially rectifying a spam complaint where the Managed Partner is found to have spammed a customer using premium SMS.	\$10K fee + \$100 per customer instance, capped at \$300K + withholding of all revenue share related to the short code involved in the incident.
Regulatory fees – e.g. TIO charges.	All charges incurred by Vodafone for an independent regulator or complaints body to manage a complaint; an additional charge of up to \$3000 per instance will also be applied at Vodafone's discretion for compensation for management of any resolution, including payment to the complaints management body or

Activity	Breach Fee
Customer refunds as a result of TIO finding against a Managed Partner and/or Vodafone.	industry regulator. Claw-back of refund amount via withholding of revenue share.
Complaints – excessive number of complaints received when compared to the percentage of MT messages sent monthly for that Managed Partner. In this instance, “complaints” means either one or all of the following complaint categories: TIO complaints, escalated Vodafone complaints and non-compliance notices issued.	Where a Managed Partner’s share of total complaints is greater than their share of total MT message traffic for that month, when both are expressed as a percentage of the total - \$2,000 per month
Managed Partner's Helpline support non-compliance – failure to provide operational helpdesk support, failure to provide helpdesk contact numbers.	\$5,000 per day per service.
'STOP' command not working or failure to unsubscribe within one business day upon the customer's or Vodafone's request (Note: failure to provide a functional unsubscribe facility may mean that any messages associated with the service constitute spam).	\$3,000 per day per service
Failure to meet requirements of Pre-Assessment certification from the Classification Board – Each Managed Partner must always employ/engage 2 personnel who are certified assessors.	\$1,000 if the Managed Partner is 1 person short of the required number of certified assessors and the Managed Partner will have 2 months to certify one additional employee. If situation is not rectified after 2 months existing 195 and 196 short code capabilities are terminated and connection of further new services will be suspended.

Activity	Breach Fee
Failure to meet requirements of Vodafone Partner Accreditation Certification - Each Managed Partner must always hold 2 personnel holding this certification.	<p>\$1,000 if the Managed Partner is 1 person short of the required number of certifications and the Managed Partner will have 2 months to certify one additional employee.</p> <p>Connecting of further new services will be placed on hold until certifications are in place.</p>
Managed Partner promoting, selling or providing Illegal Content, Prohibited Content or Banned Content.	\$10,000 per content item.
Managed Partner promoting, selling or providing Restricted Content outside of the Parental Lock service (ie on short codes other than those in the 195 and 196 number ranges).	\$5000 per content item.
Managed Partner's advertising, deemed to be misleading by Vodafone, is publicly shown to Vodafone's customers.	\$10,000 per advertisement.

9.2 Termination and other action

9.2.1 Actions against non-compliance: Vodafone takes compliance with the requirements of this Handbook extremely seriously. Under Vodafone's relevant agreement with the Managed Partners and this Handbook, Vodafone reserves the right to take any of the following actions in the event of non-compliance:

- (a) Managed Partners will be provided with a non-compliance notice from Vodafone. In the absence of an express period in the agreement or this Handbook, Managed Partners will be given a period of time determined by Vodafone as reasonable to bring into compliance any areas of non-compliance. Failure to achieve compliance by this specified time may attract immediate termination of the offending service.
- (b) In severe cases and at Vodafone's discretion, short codes may be immediately suspended until non-compliance is rectified.

- (c) A short code may be terminated for gross breach or where a warning has already been provided and the relevant non-compliance remains unrectified.
- (d) Where the Managed Partner has received multiple non-compliance notices or warnings, and indicates (by its conduct or otherwise) disregard of the requirements of this Handbook, then Vodafone may terminate any or all contracts and all connections between Vodafone and the Managed Partner (whether related to the relevant services or breaches or not).
- (e) Vodafone will notify Managed Partners of any individuals or companies who consistently do not comply with this Handbook while they are Managed Partners. Vodafone may request Managed Partners not to connect services to companies associated with these individuals.

10. Contacts



10. Vodafone Managed Partners contacts

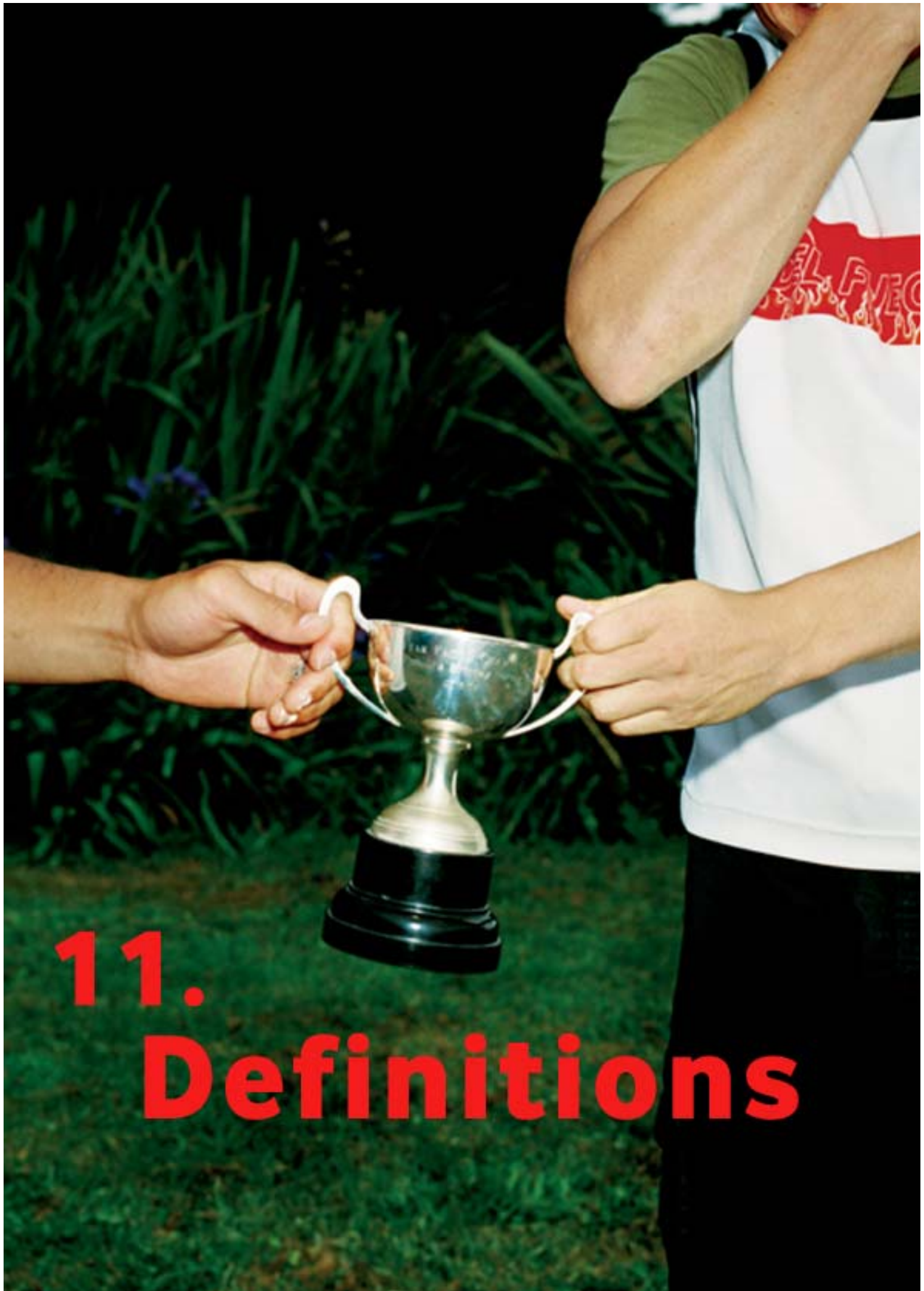
For any queries related to information contained within this Handbook, please contact:

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11.

Definitions

11. Definitions

ACMA	Australian Communications and Media Authority.
AMRA	Australian Music Retailers Association.
ARIA	Australian Recording Industry Association.
Charge Period	In the case of a subscription service charged on a fee per time period basis, that time period. In the case of a subscription service charged on a fee per message basis, the time between messages.
Classification Board	The Classification Board established by section 45 of the <i>Classification (Publications, Films and Computer Games) Act 1995 (Cth)</i> .
Classification Board Guidelines	Classification Board (formerly Office of Film and Literature Classification) Guidelines for the Classification of Films and Computer Games.
Content Services Code	<i>Internet Industry Code of Practice Content Services Code (2008)</i>
DFR	Delivery Failure Reason.
Helpline	The customer support helpdesk number referred to in clause 8.1.2.
IVR	Interactive Voice Response.
Managed Partner	Has a contractual relationship with Vodafone under the Managed Partners Agreement as Vodafone's customer, in order to deliver mobile content/messages using the Vodafone network.
Managed Partners Agreement	The contract between the Managed Partner and Vodafone (entitled Vodafone Managed Partners Agreement) which governs the provision of the services provided by the Managed Partner to Vodafone.
Managed Partners Portfolio	Managed Partner portfolio of products offered by Vodafone (see section 2).
Minor	A person below the age of 18
mobile content fees	Fees charged for the supply of a mobile premium service, excluding any carriage fees.
Mobile Originated	Where the premium is charged on the TXT being sent by the

(MO) message	customer from their mobile to the Managed Partner.
Mobile Terminated (MT) message	Where the premium is reverse-charged by the Managed Partner to the recipient of the TXT.
MPAPS	Managed Partners' Auto-Provisioning System.
MPS Determination	<i>Telecommunications Service Provider (Mobile Premium Services) Determination 2005</i> as amended, taking into account amendments up to <i>Telecommunications Service Provider (Mobile Premium Services) Determination 2005 (No. 1) Amendment Determination 2007 (No. 1)</i> .
MPSIS	Mobile Premium Services Industry Scheme
MSISDN	Mobile Subscriber Integrated Services Digital Network number, which is the number which uniquely identifies a subscriber/customer on the mobile network (ie the telephone number linked to a SIM card).
Privacy Act	<i>Privacy Act 1988 (Cth)</i>
Safety Measures Notice	The document by that name, published by ACMA, as existing from time to time, that sets out measures that a content service provider may adopt to minimise the potential for illegal contact between children and adults through the use of chat services.
Short code	Number between 6-8 digits to be provisioned across local mobile operators to enable the charging of premium rates.
SMPP	Short Message Peer to Peer Protocol specification. At the date of this version of this Handbook, Vodafone uses SMPP v3.4.
SMSC	Short Message Service Centre, used to store and forward text messages sent to or from customers.
Spam Act	<i>Spam Act 2003 (Cth)</i> .
TIO	Telecommunications Industry Ombudsman.
TXT	Short Message Service (SMS).
WAP	Wireless Access Protocol is a specification for a set of communication protocols to standardise the way that wireless devices such as cellular telephones and radio receivers can be used for internet access, including email, the world wide web, newsgroups and instant messaging.

WAP push

A text with a link to a website in it. If a customer clicks on the link, they can access the website and will be charged for going onto a WAP site.

Attachment 1: Vodafone's Adult Erotic Matrix

Rating	Category	Style	Description	Male - Male	Comments
CS1.0	Glamour/Topless				
CS1.1		Lingerie	Single Model, no nudity must be wearing bra and panties/swimwear/etc. No nipples, no nipple shadow, no nipple covers, no pubic hair or see-through underwear. Can include full rear view if wearing G-String/panties. No sexually suggestive touching or position		Sexually suggestive touching or position includes the handling, kissing, licking or sucking of phallic-like objects.
CS1.2		Glamour	Single Model, no nipples, no nipple shadow, no nipple covers, no pubic hair or see-through underwear. Can include full rear view if wearing G-String/panties or nudity if photographed from the side. Can include limited sexually suggestive touching or position	Penis must not appear erect underneath clothing	Sexually suggestive touching or position includes the handling, kissing, licking or sucking of phallic-like objects. Borderline images with hand positioned over genital area, if this implies masturbation the image will be uplifted to CS2.6
CS1.3		Medium Shot Female Nude - rear	Medium shot of single model, can include full rear view but not with legs up or apart. No pubic area/hair, outer lips and/or anus. No use of objects to imply sexual activity.	No Penis or genitalia visible	
CS1.4		Topless	Single Model, no genitalia, no pubic hair, can include full rear views in 1.3. No sexually	Penis must not appear	1.4 allows for hand covering breast but

Rating	Category	Style	Description	Male - Male	Comments
			suggestive touching or position. No use of objects to imply sexual activity.	erect underneath clothing	excludes kissing/licking of breasts, or any hand contact with pubic area and genitalia.
CS1.5		Topless with sexual suggestion	As CS1.4 above, but in a limited sexually suggestive pose.	Penis must not appear erect underneath clothing	Borderline images with hand positioned over genital area, if this implies masturbation the image will be uplifted to CS2.6
CS1.7		Female Female Topless	More than one model, no genitalia, no pubic hair, can include full rear view. Limited sexually suggestive touching or position (See Comments). No use of objects to imply sexual activity.		Limited sexually suggestive touching excludes breast to breast contact.
CS2.0	Nudity/Initial Sexual Contact				
CS2.1		Female Female Topless Touching	More than one model, no genitalia, no pubic hair, can include full rear view. Can include kissing, sexually suggestive touching of themselves or each other (See Comments). No use of objects to imply sexual activity.	N/A	Does not allow for kissing/licking of breasts, or any hand/mouth contact with pubic area and genitalia.
CS2.2		Female Male Topless	More than one model, no genitalia, no pubic hair, can include full rear view. Can include kissing and sexually suggestive touching of	Applies to Male Male	Does not allow for kissing/licking of breasts, or any

Rating	Category	Style	Description	Male - Male	Comments
		Touching	themselves or each other. No use of objects to imply sexual activity.		hand/mouth contact with pubic area and genitalia
CS2.3		Medium Shot Female Nude - Front	Medium shot of single model, can include full rear view or full frontal but not with legs up or apart. Pubic area/hair may be seen but no view of inner lips. No anus visible. No use of objects to imply sexual activity.	No Penis or genitalia visible	Sexually Suggestive contact is as above, however: This category is sensitive due to the physical variations that will occur between the models. This and the fact that in some images the model may be shaved , could uplift certain images to CS3.1
CS2.4		Female Female Nudity	Nudity as CS2.3 but with more than one model. Can include kissing/licking of breasts. No use of objects to imply sexual activity.	N/A	Does not allow any hand/mouth contact with pubic area and genitalia
CS2.5		Female Male Nudity	More than one model, no male genitalia or pubic hair, female nudity as CS2.3. Can include kissing/licking of breasts but excludes kissing/licking/touching of genitalia. No use of objects to imply sexual activity.	Applies to Male Male	When using video content, if soundtrack is used to imply that penetration is happening, the rating would be uplifted to CS10.1 (penetrative sex).

Rating	Category	Style	Description	Male - Male	Comments
CS2.6		Non-Penetrative Female Masturbation	Medium shot of single model, can have legs up or apart but no detailed view of genitalia or pubic area, no penetration with fingers, no excretion. Hand must cover pubic area or be inside/outside of G String/panties. No use of objects to imply sexual activity.	N/A	Borderline in video when hand in underwear and ecstatic facial expression. If it implies penetration then the image would be uplifted to CS6.1
CS3.0	Genitalia				
CS3.1		Medium Shot Female Genitalia	Medium shot of naked model in which pubic area and genital detail may be seen and can include legs up or apart. Picture is not to be solely of pubic area. No excretion, no penetration, no pulling apart of lips. No anus visible. No use of objects to imply sexual activity.	N/A	
CS3.2		Medium Shot Male Genitalia	Medium shot of naked model in which pubic area and genital detail may be seen and can include legs up or apart. Picture is not to be solely of pubic area. Penis visible but not erect (45 degrees). No anus visible. No use of objects to imply sexual activity.	Applies to Male Male	Please Note: In some local markets male nudity may be considered more restrictive than some of the categories in CS4.0 and above.
CS4.0	Female Non-penetrative Sexual Contact				

Rating	Category	Style	Description	Male - Male	Comments
CS4.1		Female Female	Medium shot of mutual masturbation or implied oral sex. No visible penetration with tongue, fingers etc. No tongue on genitalia. Normal sized and shaped phallic objects can be used in the shot, but the objects must not touch the genitalia.	N/A	
CS4.2		Female Male	Medium shot of male masturbating female or implied oral sex (cunnilingus). No visible penetration with tongue, fingers etc. No tongue on genitalia, if penis visible then must not be erect. Normal sized and shaped phallic objects can be used in the shot, but the objects must not touch the genitalia.	N/A	
CS5.0	Close Up Female Genitalia				
CS5.1		Natural/Opened	Close up of model where picture is mainly of pubic/genital area. If penis visible then must not be erect. Pose may allow inner and outer lips and genital detail including anus to be seen. No excretion. Normal sized and shaped phallic objects can be used.	N/A	Lips may be held apart.
CS6.0	Female Penetrative Masturbation				
CS6.1		Fingers/Objects	As CS5.1 but with penetration of vagina with	N/A	Only phallic objects of normal size and shape

Rating	Category	Style	Description	Male - Male	Comments
			finger or object.		can be used in the shot
CS7.0	Female Penetrative Foreplay and Cunnilingus				
CS7.1		Fingers	Male or female finger touching or inserted into another female's vagina. If penis visible then must not be erect	N/A	
CS7.2		With Tongue/Object	As CS7.1 but penetration with tongue or object	N/A	Only phallic objects of normal size and shape can be used in the shot
CS8.0	Erect Genitalia Male				
CS8.1		Medium shot Erect Penis	Medium shot of model from a distance with penis erect, picture not solely of erection. No touching, no penetration, no excretions or simulation of excretions.	Applies to Male Male	
CS8.2		Close Up	Close up of model where picture is solely of genital/pubic area. Anus may be shown. No touching, no penetration, no excretions or simulation of excretions.	Applies to Male Male	
CS8.3		Masturbation of Male by self or	Medium or close up shot of model with penis erect. Penis may be touched/rubbed by subject or woman. No ejaculation or simulated	Applies to Male Male	

Rating	Category	Style	Description	Male - Male	Comments
		female	ejaculation.		
CS8.4		Oral Sex - Fellatio	Medium or close up shot of female performing fellatio with man. No ejaculation or simulated ejaculation.	Applies to Male Male	Must not include any indication of force.
CS9.0	Penetrative Sex/Ejaculation				
CS9.1		Penis/Vagina	Shot of vagina being penetrated by penis, can be close up. No ejaculation or sign of ejaculation.	N/A	
CS9.2		Ejaculation	Ejaculation on body, face, genitalia or anus.	Applies to Male Male	
CS9.3		Finger/Anus	Shot of anus being penetrated by finger, can be close up.	Applies to Male Male	
CS9.4		Penis, Tongue or Object/Anus	Shot of anus being penetrated by penis, can be close up. Anus can be seen being penetrated by other objects.	Applies to Male Male	Only phallic objects of normal size and shape can be used in the shot
CS9.5		Double	Simultaneous penetration of anus and vagina by penis, fingers and/or objects.		Only phallic objects of normal size and shape can be used in the shot
CS10.0	Other locally legal sexual activity not detailed above	Other locally legal sexual activity not			

Rating	Category	Style	Description	Male - Male	Comments
		detailed above			