



**Vodafone New Zealand**

**Premium SMS Service Handbook**

*For*

**MMC Partners**

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## 1.0 Introduction

These Guidelines will form part of your MMC Partner Agreement with Vodafone, and exist in addition to the provisioning of the MMC Partner Agreement. MMC Partners must comply with both the requirements of the MMC Partner Agreement and this Handbook.

Vodafone strongly encourages MMC Partners to obtain independent legal advice to ensure the premium mobile services they offer customers are compliant with all applicable laws, regulations and industry codes, and with any directions or instructions given by a relevant government or industry body.

This Handbook is an active document 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.

It is the responsibility of the MMC Partner to be fully conversant with the latest version of all the Terms and Conditions in the MMC Contract and Handbook and to ensure they are at all times complying with the guidelines the Handbook sets out.

Under your MMC Partner contract, in addition to compliance with these Guidelines 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 MMC Partner Gateways, regardless of whether you use parts of Gateways yourself or for aggregation and resale to other tier-two content partners

## 2.0 Permission

### 2.1 *Non-subscription Services*

All services must operate only on the basis of having received **clear customer consent** prior to the sending of any material to the customer. For material of a nature that is charged to the customer's mobile account, prior receipt of **customer consent** is also required.

#### 2.1.1 Gaining Consent

Clear customer consent requires that the end customer has been clearly and reasonably informed in advance of the nature and content of the service they are now consenting to be provided with. The consent must involve the requestor being authenticated as having a clear relationship with the end mobile device, via the use of an appropriate authentication mechanic such as:

- Opt-in message being sent via MO SMS, originating from that MSISDN
- Opt-in mechanic being via IVR that automatically captures the Calling Party MSISDN
- Opt-in mechanic being via entry of a unique password/pin into a web/wap page in which the password/pin has been supplied by MT SMS sent to the requesting MSISDN

MMC Partners must retain records of all customer consent for their product. Where these actions were undertaken wholly or in part via mobile, the MMC Partner must retain sufficient information for Vodafone to reconcile the transaction with its internal records if required.

Messages must not be sent to customers who have not requested them, or to customers who have not consented to the receipt of messages of a similar kind or nature.

Customers may not be sent any messages of a chargeable nature unless they have specifically consented to the receipt of such charged messages, through clear and authenticated consent.

A customer who has consented to the receipt of messages relating to a specific service may not be sent messages relating to another service without their prior consent.

#### 2.1.2 Withdrawal of Consent

Vodafone requires its MMC Partners to implement appropriate, legally compliant procedures to enable the customer to notify the MMC Partners if they no longer wish to receive any type or category of messages. These procedures must be easy to use and must minimise any inconvenience or cost to the customer.

Any customer notification or request must be complied with immediately. No further messages may be sent to a customer who has notified the message originator of their wish to opt out, unless the customer requests or consents to the receipt of further messages. Vodafone requires MMC Partners to confirm by return message and at no charge to the customer that a customer's request to opt-out has been acted upon.

All messages composed and/or conveyed by MMC Partners must contain sufficient information to enable the customer to identify the originator of the message and to allow the customer to contact the originator if they wish to opt out of further messages.

Please see section 2.2.5 for Standardisation of 'STOP' command.

## 2.2 *Subscription Services*

Subscription services can be of great benefit to customers, but particular care must be taken to help customers understand the scope and scale of their purchase, as well as manage their relationship with the vendor.

Serious concern has been expressed by regulators and the media with regard to the proliferation of subscription services which prominently promote the means of opting into the service without providing similar coverage to the means of opting out, or which fail to indicate clearly that the service is of a subscription nature. The following are the minimum requirements for the promotion and operation of subscription services.

### 2.2.1 **Definition of Subscription Service**

A subscription service:

- Offers multiple content, and can be initiated from a double opt-in process. This includes both recurring services billed at regular intervals and also services that are billed with content delivery; and
- Is billed by a mobile payment mechanism, e.g. Premium TXT

For subscription based services MMC Partner must ensure that no user is charged more than \$30 for; nor receives more than 7, Push Messages per week. (Excludes Operator Chat and subscription services that offer "unlimited" downloads for a set price).

### 2.2.2 **Subscription Initiation and Cost of Initiation**

All subscription services are required to include a mobile authentication element as part of the sign-up process, regardless of how or where the service is operated and before any billable messages are sent to the customer.

The requirement to have a mobile element in the process is to ensure the end-paying customer has provided clear and authenticated consent to the purchase or ongoing purchase of the content.

There are two main ways a customer can initiate a request to subscribe to a service, either via:

- a) Directly subscribing via TXT message sent from their mobile to the designated shortcode, or
- b) Initiating the request for subscription through a non-mobile (or nonauthenticated-mobile) channel such as a web page, wap session, or a voice circuit IVR.

Vodafone's strong preference is for option (a) – initiation via direct MO. For both cases, the cost to the customer for any MO element related to initiating a subscription service **must not exceed NZD\$0.20 including GST**, which is generally accepted as the standard cost for sending a TXT message in New Zealand.

#### 2.2.2.1 ***Subscription Initiation via Mobile Channel (Double Opt-in)***

For Premium Subscription Services, MMC Partners can also choose to implement a double opt-in process as follows:

When a customer opts in to a subscription service via the first MO TXT message sent directly to a shortcode, they are deemed to have provided authenticated consent for their MSISDN for the Welcome message only. The MMC Partner must ask the customer to confirm their wish to subscribe to the service by sending a MO message to the shortcode.

The welcome message is required to be sent as:

- a) a standard, dedicated TXT message
- b) at no charge to the end customer

The message content must:

- commence with the phrase "[FreeMsg]"
- include the name of the service and optional description
- include service cost and frequency
- include the phrase "To subscribe send YES to <shortcode>"
- include details of the helpline

Example service flow:

- 1) Customer views/hears advertisement and txt keyword to shortcode
- 2) Partner sends welcome txt

Suggested wording:

[FreeMsg] Welcome to [name of service]. To subscribe send YES to <shortcode> for [product, i.e. ringtone,pics] [number of] times a week for \$[price] each, Helpline 0800xxxxxx [www.service.com](http://www.service.com).

- a) If the customer replies with 'yes' – they have actively opted into this subscription service and are deemed to have provided authenticated consent for their MSISDN. The service can commence with the issuing of the confirmation of subscription (2.2.3) for the customer's reference. This MO TXT message must be priced at **NZD\$0.20 including GST**.
- b) If the customer does not reply the partner may not send the customer messages until they actively opt-in to the service.
- c) If the customer replies with 'No', the partner must confirm by return message and at no charge to the customer that the customer's request to opt-out has been acted upon.

A suggested message format for MT no subscription confirmation is below:

[FreeMsg] You have replied 'no' to [shortcode]. You have not been subscribed to [service] and will not receive anymore txt from us. Helpline 0800xxxxxx [www.service.com](http://www.service.com)

### 2.2.2.2 Subscription Initiation via Non-mobile Channel

For clarity, this includes services that customers initiate the request for subscription via a non-mobile mechanic, such as a web site or an IVR, or from a wap site in where the MSISDN is not securely passed through to the MMC Partner at the network level.

Where a customer opts into a subscription service without initiating it from their mobile in a manner that provides automatic authentication through the passing of MSISDN, confirmation of intent must be obtained from the customer by sending a *subscription confirmation request* as a standard MT SMS to the mobile number nominated. This is essential to ensure the person requesting the subscription is also the account holder of the destination handheld.

The subscription confirmation request message may either:

- b) Ask the customer to confirm their wish to subscribe to the service by sending a MO message to the shortcode; or
- c) Provide the customer with a unique password/passkey only available in the MT message, for use to enter in a web or wap site as validation.

The **subscription confirmation request** message is required to be sent as:

- a) a standard, dedicated TXT message
- b) at no charge to the end customer

The message content must:

- commence with the phrase "[FreeMsg]"
- include the name of the service and optional description
- include service cost and frequency
- include the phrase "To subscribe send YES to <shortcode>"; OR provide details of the unique pin/password to be entered into a web/wap site
- include details of the helpline

A suggested message format for MO confirmation is below:

"[Free Msg.] Our records indicate you wish to subscribe to [name of service (and description - optional)]. Cost [cost of service in \$] per [product] [no. of pushes] per [billing frequency]. To subscribe enter password [password]. Helpline [0800xxxxxx]."

### 2.2.3. Service Operation – Confirmation of Joining Subscription

Subscription services must in all cases provide confirmation in a dedicated TXT message to the customer that they have entered into a subscription service. This must be the first message sent to the customer after the "Yes" reply from the customer.

The **confirmation of subscription** is required to be sent as:

- a standard, dedicated TXT message
- at no charge to the end customer

The message content:

- must commence with the phrase "[FreeMsg]"
- must confirm the customer has entered a subscription arrangement
- must include the name of the service and optional description
- must include service cost and frequency
- must include details of the 'stop' command
- must include details of the helpline

A suggested format for subscription confirmation is below:

"[Free Msg] Thanks for subscribing to [name of service and (description - optional)]. Cost [cost of service in \$] per [product] [no. of pushes] per [billing frequency]. until you send STOP to [originating service shortcode]. Helpline 0800xxxxxx www.service.com"

### 2.2.4 No Minimum Subscription Period

No service may advertise or operate a "minimum subscription period". Customers must be free to leave a service at any time and service operators must in no circumstances suggest otherwise.

## 2.2.5 Standardisation of 'STOP' command

Vodafone requires MMC Partners to adopt standard procedures to enable customers to:

- Unsubscribe from subscription services; and
- Opt-out of marketing databases and the receipt of marketing / promotional material.

The following stop command and opt out procedures must be available to Vodafone customers using Premium mobile services. These requirements should not be considered exhaustive and do not replace any opt out or stop commands required by industry or regulation.

### 2.2.5.1 'STOP' Message to Terminate Subscription

A 'STOP' request sent to a short code will terminate all services from that short code as follows:

- If the short code is used for only one service, it is expected the service will be terminated for that customer **within 10 minutes** of the receipt of the 'STOP' command, and absolutely must be terminated **within 24 hours** of the customer sending the command.
- If the short code has shared use for two or more services, then **all** services used by the shortcode are to be terminated for that customer within the timeframes specified above.
- A 'STOP' request is deemed as any message sent to the shortcode that contains the word "stop" or similar requests anywhere within its message body.
- Some examples of valid stop requests are : "stop" , "Pls STOP", "STop this service", "Opt-out", "OPTOUT", "No", "Quit", "Unsubscribe", "Finish", "Discontinue", "finish", "No more", "Quit", "End".

Customers must not incur any charges beyond the standard TXT charge of 20 cents for unsubscribing using the 'stop' command.

For subscription services, MMC Partners are required to configure their Premium charging structure in a way that the MO fixed at NZD\$0.20 including GST .

The MMC Partner is required to make available additional mechanisms for customers to request cancellation of subscription services, which are accessible to the customers at a non-premium rate. Examples of such additional mechanisms are:

- IVR or company helpdesk, which must be accessible at free-call, local or standard call charges.
- Company website.
- Email to the company helpdesk.

If a MMC Partner inadvertently charges a customer after the "STOP" message has been received, the MMC Partner must refund the customer for all charges after the "STOP" message is received.

If an MO text cannot be decoded, it is acceptable for a helpful text to be sent to the handset, informing the customer of the required format of valid commands. Where there is reason to believe that the undecipherable text may be a STOP text, a message must be sent to the handset to clarify the customer's intent. All such messages must be sent at no charge to the end customer.

### 2.2.5.2 Advanced Stop Commands

In the cases where a MMC Partner is providing multiple services on a common shortcode, support for advanced 'stop' commands is allowed provided the following guidelines are met:

- The stop command must be received in the format "stop <service name>" or vice versa, and <service name> must be unambiguously matched to the service.
- If the <service name> does not exist, then the 'stop' command must be treated as a full 'stop' command for all services on that short code.

**Example 1:** Customer has subscribed to three services "Games", "Tones" and "Wallpapers" that reside behind the one short code. Customer SMS "stop" to the short code.

**Action:** The subscription to all services must be cancelled.

**Example 2:** Customer has subscribed to three services "Games", "Tones" and "Wallpapers" that reside behind the one short code. Customer SMS "stop games" to the short code.

**Action:** The subscription to the Games service must be cancelled, and the Tones and Wallpapers services can continue.

**Example 3:** Customer has subscribed to three services "Games", "Tones" and "Wallpapers" that reside behind the one short code. Customer SMS "stop ring" to the short code.

**Action: You have not been unsubscribed from:** "Ring" as it's not a valid service. This should be treated as a full stop command and the customer opted out of all services – see above.

## 2.2.6 Confirmation of Unsubscription

Regardless of the method used by the customer to unsubscribe from a Premium service, a free-of-charge MT text must be sent to the handset to confirm the termination of a service as soon as possible, ideally **within 10 minutes** but no later than within **24 hours** of the request to unsubscribe being provided. Unsubscribe requests that were submitted via TXT, IVR, voice call, Web, Wap or email, must result in a confirmation TXT message being sent to the customer.

The confirmation is required to be sent as:

- a standard, dedicated TXT message
- at no charge to the end customer

The message content:

- must commence with the phrase "[FreeMsg]"
- must include the name of the service/s that have been unsubscribed to
- may include information about how to rejoin the service

Where the stop command is affecting unsubscription from multiple services on the one shortcode, a separate unsubscribe confirmation must be sent for each service being terminated to provide full clarity to the customer.

Example: "Confirmation of Unsubscribing"

[Free Msg] U are now unsubscribed to Hottest Mobile Tones. To re-subscribe, SMS "Tones" to 1920XXXX. Cost = \$4.50 per month. Helpline 1800123XXX.

## 2.2.7 Post Subscription Marketing

Customers who have sent a STOP message to cancel a service tend to be particularly sensitive to the receipt of further messages from that service. MMC Partners must not send anymore MT messages (other than the confirmation of unsubscription) to the customer unless they've opted in again. This includes ALL MT messages, premium and standard.

## 3.0 Customer Notifications

Customers can find it difficult to keep track of actual expenditure during the use of a premium mobile service. As a result, Vodafone New Zealand is following Global best practice and requires MMC Partners to notify the customer of the costs they have or will incur at certain time-based or dollar thresholds which are detailed in this section.

Amounts are based on New Zealand Dollars (NZD), inclusive of GST.

All notifications are required to be sent as:

- a standard, dedicated SMS message, or, as a component of a non-binary SMS message sent to the customer as part of the regular service charging mechanism
- at no additional charge to the end customer

Details and suggested content for the notification messages are outlined below.

### 3.1 \$30 Expenditure Notification Format – Non Subscription Services

If a customer using a given shortcode reaches or exceeds \$30 expenditure on that shortcode, a \$30 expenditure notification TXT message **must** be sent to the customer, regardless of the period of time it has taken the customer to reach the \$30 increment.

The \$30 expenditure notification message for non-subscription services **must** contain the following information:

- commence with the phrase “[FreeMsg]”
- inform the customer has reached or passed \$30 spend
- include the name of the service &/or shortcode

A suggested message format is below:

“[FreeMsg] Courtesy msg from *[name of service]*. You have spent >\$30 on shortcode *[shortcode]*. FYI only, no action required. Non-subscription service. Helpline0800xxxxxx”

### 3.2 \$30 Expenditure Notification Format – Subscription Services

If a customer using a given subscription service reaches or exceeds a \$30 expenditure increment for that service, a \$30 expenditure notification TXT message must be sent to the customer immediately. This notification must always be sent, regardless of the period of time it has taken the customer to reach the \$30 increment.

The \$30 expenditure notification message for subscription services must contain the following information:

- commence with the phrase “[FreeMsg]”
- inform the customer has reached or passed \$30 spend
- state the customer is “subscribed to” *[name of the service]* &/or *[shortcode]*
- details of the ‘stop’ command
- details of the helpline

A suggested message format is:

“[FreeMsg] You are subscribed to *[name of service]*. FYI only, you’ve passed \$30 spend on this service. To cancel SMS STOP to *[shortcode]*. Helpline *[helpline – max 10 chars]*”

### **3.3 30-Day Subscription Reminder Notification Format (Subscription Services Only)**

If a customer using a given subscription service has not received a \$30 expenditure notification TXT message for that service during a given calendar month, then a 30-day Subscription Reminder must be sent to the customer at the end of the calendar month.

The 30-day Subscription Reminder must contain the following information:

- commence with the phrase “[Free Reminder]”
- name of the service and optional description or shortcode
- service cost and frequency
- details of the ‘stop’ command
- details of the helpline

A suggested message format is:

“[Free Reminder] U are subscribed to *[name of service and optional description]*. Cost [cost of service in \$], per [billing frequency] until you SMS STOP to *[originating service shortcode]*. Helpline *[helpline]*”

Note: If a \$30 expenditure notification has been sent to a customer during a given calendar month, the 30 day Subscription Reminder is not required to be sent to that customer for that calendar month.

Implementation Options:

There are three potential options for implementing the 30 day subscription reminder, being:

1. Monthly anniversary date
2. End of calendar month
3. 30 day counter with reset

Each is discussed below in more detail. Option 3 is the preferred and recommended implementation option from Vodafone.

1. Monthly anniversary: With this implementation method, the 30 day subscription reminder would be sent on the same month date (e.g. the 17th) of every month, unless a \$30 spend reminder had been sent within that last period. The date is determined by the date the customer first opted-in to the service.
2. End of calendar Month: With this implementation method, the notification is sent at the end of every calendar month regardless of the date of joining the service, unless the customer was sent a \$30 spend reminder during that calendar month.
3. 30 day counter with reset: This is the preferred implementation option by Vodafone as it's the cleanest for the end customer. A 30 day subscription reminder is required to be sent to a customer at the end of every 30 day period from their last reminder. This last reminder may have been either the \$30 spend notification or the 30 day subscription reminder. Whenever a reminder is sent, the 30 day counter is reset to zero.

### **3.4 Service Operation – Opt out of Expenditure Reminder or STOP Command**

Subject to prior written permission from Vodafone, MMC Partners may allow customers to opt out of the \$30 expenditure reminder for specific services. This facility is primarily intended for high value services aimed at informed adult customers, in which the frequency of expenditure alerts would be annoying to the customer or disruptive to the service.

Similarly, with prior permission from Vodafone, MMC Partners may allow certain customers to opt out of the regular STOP command reminder. This might be legitimate, for instance, in the case of a corporate service in which the corporate client did not want an employee to be able to stop the receipt of a service.

Vodafone may in such cases choose to impose additional requirements on the MMC Partner, including the maintenance of records confirming the terms of the customer's opt out agreement.

## 4.0 Error Messages

### 4.1 Error Messages

If a customer sends an indecipherable or invalid content request to a premium service, an error notification must be sent to the customer. The notification message must meet the following requirements:

The message is required to be sent as:

- a standard, dedicated TXT message
- at no charge to the end customer

The message content:

- must commence with the phrase “[FreeMsg]”
- must include the name of the service that the message relates to
- must provide a description of the error and information on the correct format required
- must include details of the helpline.

Example: “Error notification”

[Free Msg] From Service - The requested [customer's message] does not exist. Please check code again and SMS to [shortcode]. Helpline 0800xxxxxx

### 4.2 MT Failed Messages and Timeliness of Content Delivery

Where MT Premium SMS messages fail to deliver to the handset at the scheduled time whether due to end user unavailability (including out of credit) or due to operational delays of the MMC Partner, there are restrictions on which cases the content can be attempted to be resent. Factors that influence this include whether:

- The content is of a time sensitive nature
- The content has been already paid for separately in advance
- The Delivery Failure Reason returned by the Vodafone New Zealand SMSC.

Content of a time sensitive nature, such as weather or traffic alerts, that have not been successfully delivered within a timeframe generally assumed reasonable for that specific content, and for which the customer will be charged for receiving the content, should not be resent to the customer as a chargeable message. If the delivery delay was due to operational issues of the MMC Partner, the MMC Partner may wish as a measure of good faith to the customer, send the content to the customer at no charge.

Where the customer has already paid for the content in advance (i.e. a flat monthly charge paid in advance) and there is no event based charge for the content to be sent, the MMC Partner should attempt to resend the content at no cost to the customer.

**Note:**

Vodafone SMSC's are configured to retry on failed delivery (for active subscriber that cannot be reached at the time of delivery) whereby messages are stored in the SMSC for a default period of 3 Days. If the handset is switched on or back in the network coverage area within this time the message will be delivered.

If this is not the case, or the subscriber is barred, or has no credit to pay the MT tariff, the message will be abandoned.

For DFRs related to **“no credit”**, there is to be **no resending** of the message **for a minimum 3 days**, and a maximum of **2 further attempts within a 7 day window** from the receipt of the original DLR are allowed.

We recommend to not retry delivering a failed message if the delivery receipt indicated that the message delivery would be retried later or within 3 days if the message is not delivered as duplicate retry messages can result in a negative customer experience.

This advice serves as a guide for identifying the reason for non-delivery and having a better understanding of how to apply retry mechanisms based on different event types and error codes received.

## 5.0 Change of Pricepoint

### 5.1 *New Service - Existing Shortcode, New Pricepoint*

When a service operating on a shortcode is to be replaced with an alternative service to use the same shortcode at a difference pricepoint, there must be a delay of at least **one month** between concluding the original service and launching the new service, so as to minimise unintended use of the new service.

In cases where the new service (original or new pricepoint) is of a type liable to cause offence or be inappropriate for some customers, this delay must be increased to at least **three months**.

Furthermore, any previous or current customers of the decommissioned service may not be automatically included as subscribers of the new service without their prior clear and authenticated consent for inclusion in the new service.

**Example scenario:** A company offering weather forecasts on shortcode 19X XXX, charging \$1.00 per message, may decide to cease offering weather forecasts and alter the configuration to offer a chat service at \$4.00 per message via the same shortcode.

**Action:** The MMC Partner is required to impose a delay between the end of the alert service and the launch of the chat service to ensure that weather service customers do not inadvertently access the chat service. The company should notify all existing active customers of the weather forecast service of its cessation, and must not include any of these customers in the new chat service unless they specifically opt-in to the service after being made aware of the full details of the new proposition.

### 5.2 *Existing Service - Existing Shortcode, New Pricepoint*

Should the price points of an active service wish to be increased, the company must notify all existing active customers of the impending price change and effective date, at least **one month** prior to the price change being implemented. The company should notify all existing active customers of original service, price and time of its cessation, and must not include any of these customers in the new service or existing service at an increased pricepoint unless they actively opt-in to the service after being made aware of the full details of the new price and/or proposition.

**Example scenario:** A company offering weather forecasts on shortcode 19X XXX, charging \$1.00 per message, may decide to continue increase the pricing of the offering to \$2.00 per message via the same shortcode.

**Action:** The MMC Partner should notify all existing active customers of the weather forecast service of the price increase a month prior to the price change being implemented, and must ask the customer opt-in and agree to subscribe to the new conditions. The MMC Partner must not include any of the original customers unless they specifically opt-in to the service after being made aware of the full details of the new proposition.

## 6.0 Advertising and Promotion of Services

### 6.1 Advertising Principals

Advertising and promotion for services marketed by Vodafone MMC Partners must comply with the New Zealand Fair Trading Act and include clear, prominent and legible information regarding price and other material terms. Advertising must not be designed to distract attention from such terms.

Advertising must comply with the following principles:

- All information relating to price and material terms must be displayed:
  - clearly, accurately and within sufficient proximity to the product or service being offered such that it is obvious that the information applies to that product or service;
  - simultaneously and for the same duration; and
  - for long enough to allow it to be assimilated by an average person
- Subscription services must explicitly state that it is a subscription service and an explanation of the "STOP" command to terminate the service.
- Price information must include both a per message price and, where applicable, an estimated total cost that an average customer might expect to incur in a stated time-frame. In particular information for subscription services should include both a per message price and the charge a customer is liable or likely to incur through use of the service over a stated period i.e. number messages per week at \$price each.
- Price information must be **similar** in size to that of any short code or premium number advertised **AND** of sufficient size to be read by the audience given the nature of the promotional media.
- The identity of the Service Provider (either Content Provider or MMC Partner) and the Content Partner Helpdesk number and website must be included clearly in all advertising.
- Pricing information – including likely total costs – must be made available to users before the service is initiated by the customer.
- Advertising must refer explicitly to any standard charges that will apply when using or accessing the service. For instance: '\$3.00 plus standard SMS rates'.
- Premium rate voice or text services must not imply that such services are supplied or endorsed by Vodafone.
- Where a disclaimer is used in any advertising:
  - the disclaimer must not be inconsistent with anything contained in the principal message of the advertising and must not negate the principal message of the advertising;
  - having regard to the type of advertising (including the medium or format being used) and its intended audience, the disclaimer must be clearly indicated or stated and must be readily available; and
  - the disclaimer must:
    - be placed next to the offer;
    - be linked to the offer by an asterisked footnote or other symbol; or
    - for television or radio advertising, form part of the advertisement visually or orally
- All advertising containing an offer for a product or service for a limited period or in a limited quantity must clearly state or communicate that limitation.
- All advertising offering a product or service which is available only to a limited class of customers must clearly state or communicate the eligibility requirement or restriction.
- Where a 'special offer' is being advertised, sufficient details of the special offer must be included, including:
  - the principal elements of the special offer;
  - any conditions or limitations of the special offer; and

- the start date (if the special offer has not already started) and the end date of the special offer
- Where a savings claim is made in advertising, the advertising must specify the service, rate or other matter on which the savings claim is based.
- Where any advertising uses the term “free” or equivalent (which includes “no cost”, “no fee”, “no charge” or “\$0”), the MMC Partner must ensure that:
  - the “free” product or service is not subject to any charge, fee or cost;
  - the advertising material clearly identifies those elements of the offer that are “free”;
  - any other conditions that qualify the offer are clearly stated, including
  - any other product or service which must be purchased with the “free” product or service; and
  - the prices of products or services accompanying the offer are not inflated to cover some or all of the cost of the “free” offers
- Advertising which offers or promotes credits, free services or products, or other benefits must clearly state or communicate any conditions, including time limits, caps or fair use policies, upon a customer’s ability to use the credits, free services or products, or other benefits.
- Having regard to the intended audience of the advertising, all advertising must not generally be confusing, misleading or deceptive in any way.
- An advertisement for a mobile premium service shall not contain material that is out of date, having regard to time sensitive information generally available, subsequently published, or released or made available.

## 6.2 *Television Commercial Guidelines*

These requirements are in addition to the general guidelines above.

Promotional material for subscription services must clearly indicate that the service is subscription based.

Visual material must include:

- Price per content
- All information relating to price and material terms must be displayed:
  - clearly, accurately and within sufficient proximity to the product or service being offered such that it is obvious that the information applies to that product or service;
  - simultaneously and for the same duration; and
  - for long enough to allow it to be assimilated by an average person. Expressly use the noun ‘subscription’ or the verb ‘subscribe’
- Frequency of subscription i.e. 3 msg per week
- Free to call 0800 Helpline
- MMC Partner or Content Provider website
- Handset compatibility information (or where to find information about handset compatibility)

These words must be prominent and highly visible to readers.

Voiceover material must explicitly describe:

- Price per message information
- (Subscription based services) the service as a ‘subscription’ or use the verb ‘subscribe’ to convey the activation method.

The terms of use information for subscription services (e.g. whole cost pricing, charging period, opt-out) must be clearly visible or described at the same time.

Wherever stop instructions are displayed, the information provided must advertise the universal STOP command.

When the MMC Partner intends to include the customer's details in a "marketing database", the terms and conditions advertised need to clearly state and alert to the customer that they are consenting to that, as well as provide clear details of how a customer can opt-out of the marketing database.

### **6.3 Marketing via Premium Charging**

Services must not be marketed or promoted via a Premium service or MT billing – in which the customer pays to receive the marketing or promotion – in any circumstances.

Where a customer has opted out of a Premium service the MMC Partner must not send any marketing or promotion material unless the customer had actively opted in again to allow this.

### **6.4 Marketing to Children**

Vodafone does not market or promote mobile phone services to the under-14 age group and discourages the charging of Premium rates for children's services.

Vodafone requires that all marketing to children under 14 must comply with the following minimum requirements:

- Marketing must be solely on an 'opt in' basis, and must include a free and easily accessible method for opting out.
- A parental guidance service must send a warning advising consumer under 14 years of age not to use the service without the permission of the account holder. This warning must be included when:
  - a subscription confirmation information message is sent prior to the commencement of a premium rate subscription service;
  - a subscription confirmation reminder message is sent at NZD \$30 (GST inclusive) increments on a subscription service
- The message must state that "under14s must seek the account holder's permission".
- Any prizes or benefits offered to children opting into a campaign must be consistent with their age. E.g. a car as a prize for a 14-year-old would not be considered consistent.
- Personal information collected from children must not be disclosed to any third party without explicit consent of the child's parent or guardian regarding both the party and the purpose.
- All marketing must be presented and conducted in a responsible manner, and should take into consideration child-specific factors including safety and the ability to pay.

### **6.5 Non-compliance**

Without limiting any other rights or remedies available to Vodafone, where any advertising or promotion for premium mobile services marketed by a MMC Partner does not comply with these Guidelines:

- a) Vodafone may notify the MMC Partner as to why the advertising does not comply and may request the MMC Partner to rectify the advertising;
- b) Vodafone may instruct the MMC 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; and
- c) The MMC Partner must comply with Vodafone's instructions and take positive action to ensure that any advertising or promotion for services marketed by that MMC Partner complies with these Guidelines.

If a MMC Partner fails to comply with Vodafone's instructions, or is consistently failing to comply with the principles set out in this Guidelines then, without limiting any other rights of Vodafone, Vodafone may:

- a) Cancel or suspend the MMC Partner's service (in Vodafone's absolute discretion); or
- b) Take such other action available to Vodafone under the terms of its agreement with the MMC Partner or otherwise provided in this Guidelines.

Each Vodafone MMC Partner acknowledges that any instruction given by Vodafone relates to compliance with the Guidelines and principles set out in this Guidelines only and should **not** be relied upon in any way by a MMC 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.

## 7.0 Customer Service

### 7.1 *Complaints Handling*

Vodafone provides efficient mechanisms to handle and address customer complaints regarding its own products and services. Vodafone also requires MMC Partners to provide excellent consumer complaint and inquiry procedures in order to address any issues raised in the supply of content and services to Vodafone customers.

MMC Partner must provide reports to Vodafone MMC electronically **every month until further notice**. The reports must include the following information:

- MSISDN
- Refund
- Reason for complaint
- Resolution
- Total number of complaints each month
- Total amount of refund

Where a complaint is not resolved by the MMC Partner to Vodafone's satisfaction, Vodafone will undertake to resolve the complaint in a manner it considers appropriate, based on available information and with reference to any relevant independent third party. In this case, Vodafone reserves the right to charge the MMC Partner for any time and resource used during the investigation.

### 7.2 *Requirements of the MMC Partner's Helpdesk*

The MMC Partner's Helpdesk must offer a good customer experience and the helpdesk number must always be clearly shown on any advertising. The helpdesk number must be a free to call 0800 number AND must be owned by the MMC Partner.

MMC Partners shall provide a 24 hours, 7 days a week, free to call Help Line. Our preference is for a live agent Help Line to be available during the New Zealand hours of 8am to 8pm Mon-Fri and 8am to 6pm weekends and public holidays. An Interactive Voice Response (IVR) Help Line may be used outside the New Zealand hours of 8am to 8pm Mon-Fri and 8am to 6pm weekends and public holidays. Calls must be answered within 2 minutes.

As a minimum the Helpdesk should be a 24/7 IVR service that complies with the requirements set out below:

- An example of an acceptable IVR service is as follows:  
"Welcome to (CONTENT PROVIDER's NAME), this is a 24 hour automated service. Please listen to the instructions:"
  1. Press 1 to STOP a service – Please leave your name, mobile number, short code and if you have been in a subscription database, within one business day you will receive a confirmation that you have been unsubscribed from the service.
  2. Press 2 to re-request the information/content again
  3. Press 3 to leave a message – Please leave your name, mobile number and the details of your issue and an operator will call you back within one business day.
  4. Press 4 to speak to an operator (if after hours pass to number 3)

The MMC Partner's Helpdesk must:

- Speak fluent English
- Greet the customer with the name of the service and, where applicable, the name of the person who is taking the call;
- Respond to verbal complaints which are left on the answering service by having an operator call the customer within **one business day**.
- Acknowledge written complaints within **two business days** of receipt of the complaint and advise the complainant of the timeframe for the possible final determination of the complaint;
- Check to ensure all customers "STOP" requests were successfully actioned within **one business day** of the customer selecting the option via IVR, or **24 hours** if via MO SMS.
- Resolve direct customer complaints within **two business days**.
- Resolve escalated customer within **two business days** of the customer call or email from Vodafone Customer Care;
- Resolve further escalated customer complaints within **one business day** of the customer call or email from Vodafone Customer Care;
- Advise the complainant of the outcome of the investigation of their complaint and, if requested by the complainant, provide this in writing;
- On resolution of an escalated customer complaint from Vodafone:
  - Send email to Vodafone to demonstrate how the issue has been resolved. The email must contain the following information:
    - In the email subject field, the Short Code – MSISDN.
    - The Time/Date the customer made contact with the Content Partners Helpdesk environment.
    - The customer's name.
    - A brief description of the customer's issue/complaint.
    - A description of the resolution reached with the customer.
    - The Time/Date the resolution was reached with the customer.
- retain all records relating to a complaint for a minimum of two years;
- make all records of individual complaints available to Vodafone on request;
- where a complaint does not relate to the MMC Partner's products or services, refer to the customer to the organisation that can properly address the complaint;
- not demand payment of genuinely disputed amounts whilst the complaint is being investigated;
- not insist that the customer who requests a refund to put the request in writing;
- Refund will be made by either:
  - Cheque – to be received by customer **within 2 weeks**
  - Direct Bank Deposit in NZD\$

In addition, the MMC Partner's or Content Partner's complaint processes must:

- be accessible to all customers, including people with disabilities;
- be easy for the complainant to use;
- give rise to no undue inconvenience to the complainant;
- be provided at no charge to the complainant;
- be fair and reasonable;
- include appropriate methods to take action and for monitoring undertakings made to complainants;
- include an appropriate escalation process for handling complaints;
- electronically record complaints received and resolutions reached;
- include a complaints handling policy which is publicly available on the Content Partner's and/or MMC Partner's web site;
- include information about a customer's right to complain in its complaint handling policy;
- Include methods of lodging complaints which are accessible and flexible and which are free or low cost methods – e.g. telephone, email, internet, post; and include a process whereby all

complaints are continuously classified and analysed to identify recurring and systematic problems and trends in order to rectify and eliminate underlying causes of complaints and improve customer service.

## 8.0 Database Management

MMC Partners are responsible for maintaining the accuracy and relevance of any databases used to hold customer contact data, including the management and purging of expired data.

Reasonable processes must be implemented to ensure that customers who obtain a new mobile service from Vodafone do not receive content or services subscribed to by the previous user of the number.

To facilitate this, Vodafone requires that MMC Partners remove all customers whom have had an inactive relationship with them for 4 months, from all Managed Partners marketing databases. An inactive relationship is classified as one in which the MMC Partner has not successfully sent or received a message to or from the Customer. Where Vodafone provides lists of quarantined MSISDNs, MMC Partners must purge their databases of these customers within 3 business days of Vodafone issuing the list.

Furthermore a MT delivery attempt to any MSISDN that directly results in a Delivery Receipt showing permanent failure (except for Insufficient Credit) must be used by the MMC Partner as a trigger to remove that MSISDN from the Managed Partners subscription and marketing databases, as the customer is clearly no longer available to be serviced. Note: 'Directly' means that no failed/retry delivery receipt preceded the DR showing permanent failure.

## 9.0 Music Guidelines

### 9.1 Principles

The principles underlying these guidelines are reflective of prevailing community standards.

Specific principles underlying these guidelines are:

- 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
- Consumers should be supplied with sufficient information so that they can make informed purchasing decisions, including regarding
  - music products which may offend; and
  - music products which may be unsuitable for minors

### 9.2 Guidelines

Where the carrying of a certain track or artist has had, or is seen to have the potential to create, a negative impact on the global brand, Vodafone will instruct the take down of such artist or track and removal must occur and be confirmed within 24 hours (taking into account time zones which would effect weekends only) of receipt of instructions.

Any marketing, advertising or joint promotion activities on TV, radio or any other audio/visual medium must not include playing any music tracks that contain profanity, sexual or violent themes.

### 9.3 Vodafone New Zealand Requirements for Music

#### 9.3.1 Labelled Tracks

*Clarification about how customers will be informed about labelled tracks and how tracks will be displayed:*

- If the MMC Partners' contractual requirements require all metadata to remain unchanged, the MMC Partner is still required to present tracks as they are supplied. However, the MMC Partner must display "Explicit" next to a title, or if possible, show a warning icon. Therefore labelled tracks will be appropriately identified. Possible formats are:
  - Fuck It (explicit); or
  - Fuck It (WARNING ICON)

#### 9.3.2 Radio-edit Tracks

*Clarification of how radio-edits of tracks will be displayed:*

- Radio edits of labelled tracks will be appropriately identified. Possible formats which will be consistent with physical (CD) and online labelling are:
  - F\*\*k It (radio edit); or
  - F\*\*k It (clean).
- Radio edits of labelled tracks will not be restricted to persons aged 18+ and will not sit *behind content controls*.

### 9.3.3 Not to be sold

Product 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.<sup>2</sup> These recordings are not permitted to be released and/or distributed.

- Triggers for Vodafone New Zealand to review a track to decide its suitability to be carried or withdrawn from the portal;
- The track has been withdrawn by national or online retailers;
- Increasing controversy regarding a track or artist;
- Customer care feedback based on customer complaints;
- Removal of track from radio broadcasters play lists; and
- Where the carrying of a certain track or artist has had, or is seen to have the potential to create, a negative impact on the global brand, Vodafone Group will instruct the take down of such artist or track and removal must occur and be confirmed within 24 hours (taking into account time zones which would effect weekends only) of receipt of instructions.

### 9.3.4 Promotion Tracks

- Any marketing, advertising or joint promotion activities on TV, radio or any other audio/visual medium must not include playing any music tracks that contain profanity, sexual or violent themes.
- Consideration will be given to the above elements of this policy regarding tracks that are selected for promotional purposes
- Teaser (promotional / free) tracks will have regard to the above elements of this policy.
- Further teaser (promotional / free) content must have due regard for the audience, and will be labelled appropriately.

### 9.3.5 Ringtones

- Ringtones will be treated in a manner consistent with this policy and particular attention should be given to the principles underlying this policy, specifically with regard to ringtones that may offend or be unsuitable for minors.
- Non-music ringtones (e.g. Spoken word, "Answer the (expletive) phone," or sounds such as moaning, groaning or screaming) will be treated in a manner consistent with this policy and particular attention should be given to the principles underlying this policy, specifically with regard to ringtones that may offend or be unsuitable for minors.
- MMC Partners should take into account the potential for non-music ringtones to be overheard by minors and cause offence to other third parties.
- Ringback tones are not currently available from Vodafone New Zealand's portal. However should ringback tones become available the guidelines that apply to ringtones will be applicable to ringback tones.

Compliance with this Music Policy forms part of your contractual obligation with Vodafone New Zealand.

## 10.0 Content Standards

Vodafone Determines Content breaches Vodafone's Content Rating Standards. Please review the MMC Partner Contract, Vodafone's Content Rating Schedule for details.

If Vodafone decides that content submitted by a MMC Partner breaches Vodafone's Content Rating Standards, then Vodafone will instruct the Managed Partners to:

- Terminate the content immediately – for content that should have been rated as Not Allowed.
- The MMC Partner must confirm with Vodafone as soon as the content has been taken down. If this does not happen within the time frames above, Vodafone will disconnect the relevant service.

## 11.0 Gambling Services

Vodafone does not permit its MMC Partners to offer or facilitate access to any services or content of a Gambling related nature, via the Vodafone network.

Once Vodafone has implemented Content Controls, it will further define its position in relation to Gambling.

## 12.0 Premium Service Related URLs

The charging model for offnet premium txt services is to charge the content data to the aggregator/service provider so the consumer is charged only the premium txt fee. Vodafone is currently developing the capabilities and commercials for this model, which will be applicable once in place. In the interim (up to March 07) we will zero rate the GPRS for the download of data content paid for by Premium SMS.

- The exercise for zero-rating the URL will only be valid until the reverse GPRS charging model is set-up.
- Zero-rating URL for Premium SMS Services will be approved by MMC on a case-by-case basis.
- The service related URL will only be zero rated for the purpose of end user to download the content, which they have paid for using Premium SMS.
- Data under 500KB per content download will be FREE to all partners till end of March 2007; data charges may apply above this. From April 2007, a bulk data rate plan will apply.
- The MMC Partner will keep records of the number of downloads and the size of downloads. Vodafone reserves the right to request this information and compensation for carrying the user traffic for a service provided by the MMC Partner.
- Only one URL per service may be zero rated. For example, if more than one type of content is supplied by the content provider, individual URLs must be supplied for each content type: ringtone, wallpaper, game etc.
- Vodafone will not zero-rate traffic generated by services that allows handsets to surf the entire content provider's wapsite, i.e. for the purpose of browsing the wapsite for content to download. The only valid use of a zero-rated wapsite is for the act of downloading the paid content.
- The URL must clearly specify the service it is related to:
  - URLs for entire websites will not be approved, i.e. <http://wap.contentprovider.com/>\*
  - an acceptable URL will be for example: [http://wap.contentprovider.com/ringtones/\\*\(ringtone contents\)](http://wap.contentprovider.com/ringtones/*(ringtone%20contents))
- A minimum of 15 business days lead time for implementation applies.

## 13.0 Chat Schedule

### 13.1 Definition

Vodafone New Zealand only facilitates moderator based chat services, i.e. operator assisted chat, one to one message ratio, not including peer-to-peer.

- Moderator based chat services operate in the following way:
  - Mobile customer responds to an advert for a chat service and sends an SMS to the advertised premium SMS number.
  - A moderator employed by the client running the SMS chat service receives the SMS as a message on his/ her PC.
  - The moderator replies to the mobile customer and a conversation then ensues.
  - The mobile customer can at any time sms in the word NEW to speak to a new moderator or sms the word STOP to cease the conversation.
- Under this service model (moderator-based chat) there is absolutely no way that a mobile customer can connect and talk with another mobile customer. ALL SMS sent into the Mobile Chat system are directed to a moderator.
- Bots should not be used in chat (other than for the standard welcome message and expenditure notifications). This does not apply to registration or administrative, or match interactions. (**Chat Bots** – Chat Bots are computer-generated responses sent to chat participants. These responses are sent without human operation interaction.)

### 13.2 Permission

#### 13.2.1 Double Opt-in

1. Mobile customer sends SMS to chat service shortcode.
2. Mobile customer receives Welcome Message detailing:
  - a. Service name
  - b. Age restrictions and confirmation
  - c. "Operator" chat service
  - d. Free to call helpline 0800 number
  - e. Opt-out info:
  - f. "Reply with 'Yes'" to start chat
3. If Mobile customer replies with "Yes": A moderator receives the mobile customers SMS and begins a conversation.
  - a. Mobile customer sends in NEW and is directed to a new moderator to chat with.
  - b. Mobile customer sends in STOP and all further conversation is automatically stopped.
4. If Mobile customer does not reply with "Yes", or have replied with STOP, they have not opt-ed in and must not be send any further messages. The MSISDN must also be deleted from the MMC Partner's database for this particular service.

#### 13.2.2 Opt-out

1. As soon as the Mobile customer sends in STOP and all further conversation must be automatically stopped.

#### 13.2.3 Push Messages

- a) are only sent to Users who have Opted In;
- b) will only be sent to Users on the basis of one Terminating Message per one Originating Message from the User; and
- c) must always be sent in reply to Messages sent by a User.

### **13.3 Advertising**

- Advertising for chat programs should not
  - imply restricted content
  - imply dating service
  - imply peer-to-peer chat service
- For "Operator-Assisted chat, appropriate disclosure should be made in the advertising and terms and conditions of the program.
- Example disclosure wording: This service employs operators who are paid to participate in chat.

### **13.4 Premium Billing**

Vodafone requires that Operator Chat services facilitating communication comply with the following stipulations:

- Administrative messages associated with opting into the program should not incur premium charges.
- Invitations to change Chat Operators must not be MT charged (paid for by the receiver), unless the invitation is extended to a person who has given express consent to pay for such invitations.
- Participants chatting with one Operator must not be MT charged to receive communications from another Operator unless they have expressly consented to accept the charges

#### **13.4.1 Notifications**

Subscription, bundle, or per message billing are billing options given that the following notifications are in place:

- The user should be notified and should opt-in again for every \$30 in premium charges that they incur. These additional opt-in messages must:
- Express dollar amounts reached, not the number of messages billed
  - Cumulative premium charge dollar amounts should be presented to the subscriber, for example \$30, \$60, etc.
  - Tally occurs based on operational month based on date of initial sign up. Example: user signs up for service on Jan 12<sup>th</sup>, 2006 all months will end on the 12<sup>th</sup> of each month.
  - No MT's should be sent to user other than continuation message until they have replied affirmatively. If the subscriber attempts to chat without opting in, additional continuation messages or solicitations may be sent. If the subscriber does not attempt to chat, no additional messages should be sent. This chat participant should be considered in a PAUSED status.
  - HELP and OPT OUT keywords should be included in the continuation message
  - If the subscriber does not reply affirmatively to continuation message the system should pause until anniversary date.
  - Suggested keywords are the same as the opt-in keywords defined above. In addition, MORE or CONTINUE should be supported as re-opt-in words.

- Regardless of state, the subscriber should be able to opt-out of the program at any time.
- While the subscriber is in PAUSED status, no premium charges should be applied to their account.
- The content providers should not be allowed to queue messages send to the PAUSED subscriber for re-transmission later.

### 13.4.2 Sample Text-flow

**MO:** [any text while number is in PAUSED status at \$30 level]

**MT:** You've spent \$30 in msgs this month. To keep chatting reply MORE. Reply STOP to opt out or HELP for info.

**MO:** MORE.

**MT:** Thank you. You may now continue chatting.

**MO:** [any text while number is in PAUSED status at \$60 level]

**MT:** You've sent \$60 in msgs this month. To keep chatting reply MORE. Reply STOP to opt out or HELP for info.

**MO:** MORE

**MT:** Thank you. You may now continue chatting

**MO:** [any text while number is in PAUSED status at \$90 level]

**MT:** You've sent \$90 in msgs this month. To keep chatting reply MORE. Reply STOP to opt out or HELP for info.

**MO:** STOP

**MT:** [FreeMSG] Thank you for using our service, we will not send any further messages.

## 13.5 Risk Assessment

- MMC Partner must undertake a detailed risk assessment of a chat service BEFORE service launch.
- MMC Partner must adopt a duty of care towards all mobile customers and is concerned with the delivery of quality, satisfactory services.
- MMC Partner must regularly take a random sample of service usage to ensure compliance.
- MMC Partners should implement measures to mitigate the highlighted risks and specifically to minimize the risk of inappropriate and dangerous situations occurring with minors.
- These measures are:
  - Blocking unwanted contact
  - Electronic filtering
  - Human moderation
  - Human monitoring
  - Recruitment of staff

### 13.5.1 Blocking Unwanted Contact

- All moderators must have the ability to block mobile customers that are using inappropriate language or are being offensive in any way. The mobile customer is informed that they have been blocked and are not able to interact with the service any further.

### 13.5.2 Electronic Filtering

- MMC Partners must have an electronic filtering process whereby various contents are omitted from messages, improving the experience for both moderators and customers.

### **13.5.3 Human Moderation**

- moderators can warn or block mobile customers who endeavour to post contact information
- moderators are appropriately screened and trained
- All chat rooms must be moderated 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

### **13.5.4 Human Monitoring**

- all messages posted to the mobile chat service are read by a human monitor shortly after being posted
- quality assurance procedures are implemented to ensure that monitors respond appropriately to each message, in a timeframe that enables intervention where necessary
- if a mobile customer is not behaving appropriately, the moderators have the ability to send warnings that serve as an educational tool and have the effect of alerting mobile customers to the potential dangers associated with chat services and include good chatting practices
- mobile customers can be permanently barred from participating in chat services

### **13.5.5 Recruitment of Staff**

- content providers of chat services are required to:
  - perform an appropriate police check
  - contact previous employers for personal references
- appropriately train all staff working on a service to ensure that they act in accordance with industry guidelines and to act within the bounds of proper decency and to respect the customer at all times
- appropriately supervise all staff, including performance assessment, to ensure that they are performing their duties effectively

## 14.0 Termination & Other Action

Vodafone takes compliance extremely seriously. Vodafone reserves the right to under the "Vodafone Messaging Agreement" agreed upon with MMC Partners, to take the following actions in the event of non-compliance:

1. Provide MMC Partners with a written Non-compliance warning notification. This form will provide details of the non-compliance incident along with the required actions and a fixed time frame to correct the problem. Failure to comply with these requirements will at Vodafone's discretion result in the termination of the offending service(s) where applicable. In addition, Vodafone will issue in writing the relevant Non-compliance
2. In extreme cases, such as the promotion of banned content in our network or where there is sufficient evidence to believe there has been a case of Premium SPAM/SCAM, Vodafone reserves the right to terminate the offending service(s) immediately.
3. Where the MMC Partner has received multiple warnings, indicating disregard of Vodafone guidelines, contracts and all connections will be terminated.
4. At its discretion, Vodafone will notify MMC Partners of any individual(s) who consistently do not comply with these guidelines. The objective will be to prevent these individuals and the companies they are associated with, to gain access and connections to the Vodafone Network via our MMC Partners.

## 15.0 Vodafone MMC Partners Team Contacts

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

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