

SCHEDULE 2

SERVICE RULES

(Clause 4.1)

1. Variation of Service Rules

- 1.1 Vodafone may change these Service Rules at any time by sending written notice by email to the MMC Partner, provided that any such changes will only apply to future Approved Requests, unless all the parties agree otherwise in writing.

2. General Rules (applicable to Push and Pull Messages):

- 2.1 **Use of Message Service:** MMC Partner will only send or receive Messages in accordance with the terms of the relevant Approved Request, these Service Rules, the Content Standards Policy, any other reasonable instructions given by Vodafone regarding content standards, and the MMC Service Handbook.
- 2.2 **Spam Code:** MMC Partners must comply in all respects with the Telecommunications Carriers' Forum SMS Anti-Spam Code, a copy of which may be obtained from www.tcf.org.nz ("Code").
- 2.3 **Request Approval Process:**
- (a) MMC Partner must submit, by email or other Vodafone approved method, a fully and correctly completed Request Form to Vodafone no later than 14 (fourteen) days prior to the first message(s) being sent on the Network. Where the Request Form relates to a Charity Service, MMC Partner must meet the Charity Rules as set out in paragraph 7 of this Schedule.;
 - (b) Subject to paragraph 2.3(a) Vodafone will review each Request Form and notify MMC Partner that the request is either approved ("**Approved Request**") or rejected, without being obliged to provide any reasons for any rejection, or stating any conditions or other requirements which need to be agreed before the Request Form can become an Approved Request. For the avoidance of doubt, acceptance by Vodafone creating an Approved Request does not simultaneously result in activation of the relevant Message Service. This will occur in accordance with the terms of the relevant Approved Request; and
 - (c) If Vodafone's reply under paragraph 2.3 (a) is that certain conditions or other requirements must be fulfilled before the Request Form can become an Approved Request, then MMC Partner must resubmit the Request Form in compliance with paragraph 2.3 (a) for approval by Vodafone.
- 2.4 **Variation of Approved Request:** MMC Partner will give Vodafone at least 30 days notice of any request to vary an existing Approved Request, including any request to increase the number and timing of Messages. The process for doing so will be the same as set out in paragraph 2.3(a), as if the current Approved Request was a new Request Form.

2.5 Vodafone's Right to Reject or Cancel: MMC Partner accepts that Vodafone may in its absolute discretion decline to approve any Request Form (or any request to vary an Approved Request), or suspend or cancel any Approved Request, including, without limitation, upon the following grounds:

- (a) the maximum throughput rate in clause 2.27 of Schedule 2 is exceeded or likely to be exceeded without obtaining Vodafone's prior consent;
- (b) non compliance with these Service Rules or the MMC Partner Agreement;
- (c) the proposed service does not meet Vodafone's minimum revenue requirements as determined by Vodafone from time to time;
- (d) Vodafone believes there is a risk to the Network;
- (e) the proposed service does not meet Vodafone's service or quality criteria, as set by Vodafone from time to time;
- (f) Vodafone receives 3 or more complaints from Users or Customers;
- (g) MMC Partner fails to notify Vodafone in writing about any change to an Approved Request and obtain Vodafone's written approval; or
- (h) Vodafone reasonably believes that the particular use of the Message Service would be illegal or may otherwise negatively affect Vodafone,

and Vodafone will in no way be liable to MMC Partner in such event.

2.6 Optional Issue of Warning: Without limiting paragraph 2.5 above, if Vodafone reasonably believes MMC Partner has not complied with the Service Rules or Content Standards Policy or any other reasonable instructions given by Vodafone regarding content standards, Vodafone may, instead of cancellation or suspension under paragraph 2.5, issue a formal warning to MMC Partner pointing out the requirement to comply with the Service Rules or Content Standards Policy or any other reasonable instructions given by Vodafone regarding content standards, and requiring that MMC Partner remedy the breach immediately.

2.7 Consequences of Termination:

- (a) If Vodafone terminates an Approved Request (and related Message Service) for any reason other than breach by MMC Partner, or if MMC Partner terminates an Approved Request due to breach of these Service Rules by Vodafone, then Vodafone will refund to MMC Partner or the Service Provider (as the case may be) any charges which have actually been paid by either of them to Vodafone and which relate to the particular terminated Message Service after the date of such termination (to be reasonably determined by Vodafone).
- (b) If an Approved Request is terminated by any party for any reason other than under paragraph 2.7(a) above, then without limiting any party's rights or remedies, Vodafone will be entitled to retain all monies which have been paid

to it, and will be entitled to charge for and recover all other charges which were due and payable up to the date of such termination;

- (c) If an Approved Request is terminated by any party for any reason, Vodafone's provision of the Message Service will cease in relation to that Approved Request, and each party will immediately return any property belonging to the other party, to that party.

2.8 Additional Obligations: MMC Partner must ensure that:

- (a) the Message Service and Content of all Messages comply fully with the laws of New Zealand, including (without limitation) the Fair Trading Act 1986, the Privacy Act 1993, and the Gambling Act 2003;
- (b) the Content of any Message does not infringe the Intellectual Property Rights (or other rights) of any third party;
- (c) when requested by Vodafone, Vodafone is fully notified of all aspects of all third party advertising (including radio, TV, newspaper etc.) in relation to the particular Message Service.

2.9 Customer Service: MMC Partner must provide substantial customer service as detailed under Schedule 8 (MMC Partner Customer Service) or as reasonably required by Vodafone for the relevant Service.

2.10 Specific Vodafone Rights: Without limiting any other right which Vodafone has, Vodafone may at any time intercept, read, store and otherwise deal with Content which is sent by MMC Partner for the purpose of ascertaining compliance by MMC Partner with the terms of this Agreement.

2.11 Notification of Traffic Peaks: MMC Partner will inform Vodafone at least ten working days in advance of any advertising campaigns (e.g. TV promotions) likely to cause traffic peaks.

2.12 Message Format: SMS (whether a Terminating Message or otherwise) must be no longer than 160 alpha numeric characters, and must be in standard font.

2.13 Short Code and MSISDN: MMC Partner will use the Short Code and MSISDN allocated in the relevant Approved Request and no other Short Code or MSISDN unless approved in writing by Vodafone. Any added functionality needs to be approved in writing by Vodafone. All Short Codes and MSISDNs:

- (a) will remain the property of Vodafone at all times. Vodafone will endeavour to keep those numbers for the MMC Partner or the Service Provider (as applicable) but may require the Short Code or MSISDN to be changed, in which case Vodafone will endeavour to give the MMC Partner or Service Provider 90 days notice (if reasonably practicable) and agree a mutually suitable alternative Short Code or MSISDN as the case may be;

- (b) will only be used to contact Customers in New Zealand, for the Message Service the subject of an Approved Request, and not for any other purpose; and
 - (c) as allocated and approved by Vodafone, can only be used by the particular approved MMC Partner, and not by any other party.
- 2.14 **Restricted Prizes:** If the particular promotion includes prizes which have any restrictions (e.g. they require the user to be 18 or over to receive the prize) then these restrictions must be clearly stated within the Content of each Message. The restriction must also be stated in all advertising material – see Schedule 9 (Advertising Guidelines).
- 2.15 **User Consent:** All information relating to a particular User will only be used in a manner which the User has expressly consented to, and for no other purpose. This does not affect Vodafone’s rights under Vodafone’s standard terms and conditions of contract with its Customers, or under Vodafone’s privacy policy in force from time to time, or any other right which Vodafone may have.
- 2.16 **Consent to Receive Messages:** For all Services, User consent to receive Messages must be received before any Messages are sent to the User. For the User to consent, they must have been clearly and reasonably informed in advance of the nature and content of the Message Service. Where Users consent by sending a Message to the MMC Partner, this Message must not cost the User more than 20 cents. MMC Partner must maintain a record of the method by which consent was granted; the User’s mobile number; and the Service for which consent was granted. Upon request, this record must be made available to Vodafone for inspection.
- 2.17 **Consent to Message Type:** If a Customer has consented to the receipt of Messages of a certain nature, MMC Partner must not send Messages of another nature to the Customer without obtaining their prior consent.
- 2.18 **Opt Out Requests:** MMC Partner must implement appropriate and legally compliant procedures to enable Users to notify MMC Partner if they withdraw their consent to receive Messages or no longer wish to receive any type or category of Messages. Each Message must not cost the User more than 20 cents.
- 2.19 **Opt Out Request Wording:** Should a User reply to any Message sent by the MMC Partner with QUIT, STOP, END, FINISH or other any other words which indicate a desire or an intention to terminate the Message Service, MMC Partner must treat such messages as Opt Out messages and remove the User from the Message Service and may no longer send the User any Message relating to the Message Service. MMC Partner must not send any further Messages to Vodafone Customers who have notified that they do not wish to receive Messages.
- 2.20 **Compliance with ‘Opt-Out’ Requests:** MMC Partner must comply with all Opt Out requests from Users as soon as is reasonably possible and no later than 1 day after the request from the User has been received by MMC Partner.

- 2.21 **Database Management** MMC Partners must remove all Users who have had an inactive relationship with them for 4 months, from all MMC Partner marketing databases. An inactive relationship is classified as one in which the Managed Partner has not successfully sent or received a message to or from the User.
- 2.22 **Quarantined MSISDNs:** Where Vodafone provides lists of quarantined MSISDNs, MMC Partners must remove these Users from their databases within 3 business days of Vodafone issuing the list. 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 MMC Partners databases.
- 2.23 **Changes to Services:** When a service operating on a Short Code is to be replaced with an alternative Message Service to use the same Short Code, there must be a delay of at least one month between concluding the original service and launching the new service. Should the price of a service be increased, MMC Partner must notify all existing Users of the price change and effective date at least one month prior to the price change being implemented. MMC Partner must notify all existing active Customers of the original service of the change, and must not include any of these Customers in the new service or existing service at an increased price point unless they specifically opt-in to the service after being made aware of the full details of the new price and/or proposition.
- 2.24 **Undecodable Messages:** Where there is reason to believe that an undecodable Message may be an Opt Out Request, a Message must be sent to the handset to clarify the User's intent. All such Messages must be sent at no charge to the User.
- 2.25 **Intellectual Property:** Each party will retain ownership of all Intellectual Property Rights which each party owns. In addition to other Intellectual Property Rights which Vodafone owns, Vodafone owns all the Intellectual Property Rights in relation to these Service Rules and each Approved Request except in relation to the Content of each Message (unless the Intellectual Property Rights to such Content are in fact owned by Vodafone). MMC Partner acknowledges that neither it nor Service Provider has the right to use any Vodafone Intellectual Property Rights unless expressly permitted in these Service Rules or an Approved Request.
- 2.26 **No Release from Liability:** Any approval by Vodafone given to MMC Partner in relation to any matter relating to these Service Rules will not release the MMC Partner from any obligations under these Service Rules, MMC Partner Agreement, or at law generally.
- 2.27 **Maximum Throughput Rate:** Messages (Push and Pull Messages combined) must not be sent to the Network at a total rate exceeding 30 messages per second at any time (a maximum of 54,000 per 30 minute period). MMC Partner agrees that if the rate of traffic exceeds or is likely to exceed this maximum, MMC Partner must notify Vodafone one month prior to the launch of the Message Service in accordance with clause 4.7 of this Agreement.

3. Push Message (Specific) Rules

3.1 **Opt-in:** Users must Opt In to receive Push Messages by:

- (a) Sending a JOIN message to the Short Code; or
- (b) Replying JOIN to a Terminating Message that was sent as part of the Pull Message service; or
- (c) Providing some other form of explicit consent to either MMC Partner or Service Provider as agreed with Vodafone as part of an Approved Request.

3.2 **Push Message Requirements:** All Push Messages must:

- (a) Clearly identify the Service Provider (in accordance with the requirements of these Service Rules to the extent they apply); and
- (b) provide the User with details on how to Opt Out and clearly state how the User can Opt Out of the particular service.

3.3 **Terminating Messages:**

- (a) must clearly identify the Service Provider (or MMC Partner as appropriate); and
- (b) must contain an Opt Out reply option to enable the User to end the particular Message service communications.

3.4 **Charges:**

- (a) The sending of all Push Messages will be charged by Vodafone to MMC Partner or Service Provider, or the User (in the case of Subscription Services) in accordance with the Charges.
- (b) The sending of an Opt In message by a User may be billed to the User at the User's standard TXT rate or without charge.

4. Pull Message (Specific) Rules

4.1 **Keywords:** Users will send a keyword / combination of key words to the Short Code in order to:

- (a) Request (pull) information;
- (b) Vote or give feedback;
- (c) Opt In or Opt Out for further Message Services.

4.2 After step 4.1(a) has occurred, the User will receive a reply from the Short Code or MSISDN.

4.3 **Terminating Messages:**

- (a) are only sent to Users who have first sent a message to the Short Code or the MSISDN;
- (b) will, unless otherwise agreed by Vodafone, 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.

4.4 **Charges:**

Unless otherwise approved in writing by Vodafone, all Messages sent by a User to the Short Code may be charged to the User, or instead may be charged by Vodafone to the MSISDN of MMC Partner or Service Provider, depending on the terms of the relevant Approved Request.

5. **Subscription Services (Specific) Rules**

5.1 **No Minimum Period:** No service may advertise or operate a minimum subscription period. Users must be free to leave a service at any time and MMC Partners and Service Providers must in no circumstances suggest otherwise.

5.2 **Opt In:** Users will send a keyword / combination of key words to the Short Code in order to register to Opt In to receive a Subscription Service via receipt of a series of Push Messages. If registration is done via a website the User must receive an invitation message on their mobile which they reply with their Opt In to JOIN in order to complete the registration process.

5.3 **Opt In with User Charge:** Where a Service involves a User Charge, MMC Partner must procure and maintain evidence of receipt of the User Opting In to receive that specific Message Service before any User Charges are made. This evidence must be provided to Vodafone upon request.

5.4 **Confirmation:** Subscription Services must in all cases provide confirmation in a dedicated Message to the User that the User has entered into a Subscription Service. This must be the first Message sent to the User after the User has Opted In to the service.

(a) The confirmation of subscription is required to be sent:

(i) as a standard, dedicated Message; and

(ii) at no charge to the User.

(b) The message content must:

(iii) commence with the phrase “[FreeMsg]”;

- (iv) confirm the User has entered a Subscription Service;
 - (v) include the name of the service and optional description;
 - (vi) include service cost and frequency;
 - (vii) include details of how to Opt Out; and
 - (viii) include details of the Help Line.
- (c) The User may then receive a series of Push Messages relating to the particular subscription for which the User has registered.

5.5 All such Push Messages referred to in 5.4(c) must:

- (a) clearly identify the Service Provider (in accordance with the requirements of these Service Rules to the extent they apply);
- (b) only be sent between the hours of 8.00 a.m. and 8 p.m. unless :
 - (i) agreed in advance in writing by Vodafone; or
 - (ii) the User has requested the Message(s) to be sent outside the hours of the hours of 8.00 a.m. and 8 p.m (for example, if the User has requested the Message Service outside those hours);
- (c) must be sent to Vodafone's Network at a rate not exceeding the peak rate of 10 messages per second (a maximum of 180,000 per 30 minute period). MMC Partner agrees that if the rate of traffic exceeds or is likely to exceed this maximum, MMC Partner will notify Vodafone immediately.

5.6 **Maximum Number of Messages:** MMC Partner must ensure that no User is charged more than \$30 for, nor receives more than 7, Push Messages per week.

5.7 **\$30 Spend notification:** MMC Partner shall notify Users by a Push Message each time they have spent \$30 on any particular subscription based service. This can be done from the free MT leg of the shortcode used for the service. The \$30 expenditure notification Message for non-subscription services must:

- (a) commence with the phrase “[FreeMsg]”;
- (b) inform the User they have reached or passed \$30 spend;
- (c) state the User is “subscribed to” [name of the service] and/or [shortcode];
- (d) details on how to Opt Out; and
- (e) details of the Help Line.

5.8 **Monthly Subscription Reminder:** If a User has not received a \$30 expenditure notification TXT message for that service during a given calendar month, then a monthly subscription reminder must be sent to the User at their monthly anniversary

date (determined by the date the User first opted-in to the service), end of the calendar month or at the end of every 30 day period from their last reminder.

The monthly subscription reminder **must** contain the following information:

- (a) commence with the phrase “[Free Reminder]”;
- (b) name of the service and optional description or Short Code;
- (c) service cost and frequency;
- (d) details on how to Opt Out; and
- (e) details of the Help Line.

5.9 **Opt Out Requests for Multiple Services on Common Short Code:** In the cases where MMC Partner is providing multiple services on a common Short Code, support for advanced Opt Out commands is allowed provided the following guidelines are met:

- (a) The Opt Out request must be received in the format “stop <service name>” or vice versa, and <service name> must be unambiguously matched to the service; and
- (b) If the <service name> does not exist, then the Opt Out request must be treated as a full ‘stop’ command for all services on that Short Code.

5.10 **Confirmation of Opt Out:** Regardless of the method used by the User to unsubscribe or Opt Out from a Message Service, a free-of-charge Message must be sent to the User to confirm the termination of a service as soon as reasonably possible but no later than within 1 day of the request to unsubscribe being provided. The confirmation is required to be sent as:

- (a) a standard, dedicated Message; and
- (b) at no charge to the User.

The Message content:

- (c) must commence with the phrase “[FreeMsg]”;
- (d) must include the name of the service/s that have been unsubscribed to;
- (e) may include information about how to rejoin the service.

Where the Opt Out request is effecting an unsubscribe from multiple services on one Short Code, a separate unsubscribe confirmation must be sent for each service terminated.

5.11 **Post Subscription Marketing:** Users who have Opted Out of a service must not receive any Messages unless they have Opted In again.

- 5.12 **Service Operation – Opt Out of Expenditure Reminder:** Subject to prior written permission from Vodafone, MMC Partners may allow Users to opt out of the expenditure reminder for specific services. Vodafone may in such cases choose to impose additional requirements on the MMC Partner, including the maintenance of records confirming the terms of the User's Opt Out agreement.
- 5.13 **Other Mechanisms for Cancellation:** The MMC Partner is required to make available additional mechanisms for Users to request cancellation of Subscription Services, which are accessible to the Users at a non-premium rate. Examples of such additional mechanisms are:
- (a) the Help Line;
 - (b) MMC Partner website; and/or
 - (c) email to the MMC Partner helpdesk.
- 5.14 **Refund after Opt Out:** If an MMC Partner charges a User after an Opt Out message has been received, the MMC Partner must refund the User for all charges made after the Opt Out message was received.
- 5.15 **Charges:** as set out in the table at the end of this schedule.

6. Premium TXT (Specific) Rules

- 6.1 **Opt In:** Where a Service involves a User Charge, MMC Partner must procure and maintain evidence of receipt of the User Opting In to receive that specific Message Service before any User Charges are made. This evidence must be provided to Vodafone upon request.
- 6.2 **Opt Out Effect on Marketing:** Where a Customer has Opted Out of a Premium service, the MMC Partner must not send any marketing or promotion material unless the Customer has actively Opted In again to allow this.
- 6.3 **Service Responsibility:** Sole responsibility for the standard of the services is held by MMC Partner. It is MMC Partner's responsibility to ensure Content providers and Service Providers adhere to required standards.
- 6.4 **Advertising of Premium Services:** When a Request Form is submitted for a Premium Service, the MMC Partner must notify Vodafone of all aspects of all third party advertising (including radio, TV, newspaper etc.) in relation to the particular Message Service.
- 6.5 **Marketing Restriction:** 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.
- 6.6 **Non-subscription \$30 Notification:** For **non-subscription based services** (excluding Chat Services) MMC Partner should ensure that Users are notified by a Push Message each time they have spent \$30 on any particular service. For **Chat**

Services, MMC Partner must ensure that Users are notified in accordance with below clause 8.3 of this schedule.

Notification can be done from the free MT leg of the shortcode used for the service. The \$30 expenditure notification message for non-subscription services must:

- (a) commence with the phrase “[FreeMsg]”
- (b) inform the User they have reached or passed \$30 spend
- (c) include the name of the service &/or shortcode.

6.7 **Error Messages:** If a User sends an indecipherable or invalid content request to a premium service, an error notification must be sent to the User. The notification Message must meet the following requirements:

- (a) The Message is required to be sent as a standard, dedicated Message, at no charge to the User.
- (b) The Message content:
 - (i) must commence with the phrase “[FreeMsg]”
 - (ii) must include the name of the service that the message relates to
 - (iii) must provide a description of the error and information on the correct format required.
 - (iv) must include details of the Help Line.

6.8 **MT Failed Messages:** Where 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, the Message may only be attempted to be resent within 12 hours of the original attempt to send the Message.

6.9 MMC Partner must provide Vodafone with the option to view and provide input into all advertising used to promote the Message Service/s.

7. Charity Message Rules

7.1 **Charity Service:** Where an Approved Request specifies that the Message Service is a Charity Service (which service may not run for more than 3 months in any 12 month period, and which must be run in consecutive months), Vodafone will pay all User Charges actually received by Vodafone to the MMC Partner for Charity Service Messages with no deduction. Payment will be made by Vodafone within 30 days after the end of the month in which Vodafone receives payment from the User. Vodafone will provide a statement of all such User Charges to the MMC Partner;

7.2 Each month, Vodafone will invoice MMC Partner for an administration fee (plus GST, if any) for Messages delivered pursuant to an Approved Request for a Charity Service. MMC Partner shall pay that invoice to Vodafone on or by the 20th of the month (or if that day is not a Business Day on the immediately following Business Day) after the month to which the invoiced charges relate.

- 7.3 Where an Approved Request specifies that the Message Service is a Charity Service:
- (a) MMC Partner must verify the registered status of the relevant Charity before submitting the Request Form;
 - (b) MMC Partner must supply Vodafone with a copy of the trust deed of the relevant Charity and/or a letter indicating the Charity's GST exemption upon submission of the Approved Request;
 - (c) Vodafone will pay all User Charges actually received by Vodafone to the MMC Partner for Charity Service Messages with no deduction;
 - (d) Vodafone will invoice Partner for an administration fee (plus GST, if any) on User Charges for Messages delivered pursuant to an Approval Request for a Charity Service; and
 - (e) Short Code set-up charges apply.

8. Chat

- 8.1 MMC Partner will host only moderator based Chat Services. All Messages sent by the User must be sent to the moderator of the Chat Service.
- 8.2 MMC Partner must ensure that no User is able to see, identify or communicate with another User.
- 8.3 **Non-subscription \$30 Notification:** For Chat Services, MMC Partner must ensure that Users are notified by a Push Message each time they have spent \$30 on any Chat Service. This can be done from the free MT leg of the shortcode used for the service. The \$30 expenditure notification message Chat Services must:
- (a) commence with the phrase "[FreeMsg]"
 - (b) inform the User they have reached or passed \$30 spend
 - (c) include the name of the service &/or shortcode.
- 8.4 Chat Bots must not be used in any situation, except for standard welcome message, expenditure notifications, registration, administrative, or match interactions.
- 8.5 **Double Opt In Process:** Users must Opt In under the process outlined below to use Chat Services.
- (a) User sends Message containing keyword to Chat Service Short Code
 - (b) MMC Partner sends welcome Message. The message content must:
 - (i) include the name of the service and optional description
 - (ii) include service cost and frequency
 - (iii) include details of how to Opt Out
 - (iv) include details of the Help Line

- (v) request the User to reply “Yes” to start the Chat Service.
- (c) If User replies ‘yes’, then they have actively opted into that Chat Service and MMC Partner can send the first Message.
- (d) If the User does not reply MMC Partner may not send the User any Messages until they actively Opt In to the Chat Service.
- (e) If the User replies with ‘No’, the MMC Partner must confirm by return message and at no charge to the User that the User’s request not to Opt In

8.6 **Chat Service 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.

8.7 **“New” Command:** If User replies “New” at any time, the User must be directed to a new Chat Service moderator.

8.8 **Opt Out:** When a User Opts Out, all Chat Services must automatically stop.

9. Definitions

9.1 In these Service Rules, unless the context otherwise requires:

- (a) Terms defined in the Agreement shall have the same meaning in these Service Rules, and

“Chat Bots” means computer-generated responses sent to chat participants without human operation interaction;

“Material Terms” means the frequency of messages sent (e.g. three per week), Help Line details, the MMC Partner website address, handset compatibility information, details on how a User can “Opt-out”, and the charging period;

“Opt In” means when a User notifies the MMC Partner that it wishes to receive a Message Service (including a Subscription Service), and “Opted In” has a corresponding meaning;

“Opt Out” means when a User notifies the MMC Partner that it wishes to stop receiving a Message Service (including a Subscription Service, and “Opted Out” has a corresponding meaning;

“Originating Message” means a message that originates from a mobile device;

“Premium Text” means a message charged at the price points specified as such in the table of User Charges in these service rules;

“Pull Message” means a Message containing Content sent from a User’s mobile device over the Network for delivery to MMC Partner;

“Push Message” means a Message containing Content which is sent by MMC Partner to Users over the Network pursuant to an Approved request in accordance with these Service Rules;

“Short Code” means the 3 to 10 digit connection to the Network as stated in an Approved Request;

“Subscription Service” means a Message Service which the User initiates by registering (via sending a Pull Message or via website registration) to receive a Subscription Service (such as entertainment content and updates which is promoted by Vodafone or a Service Provider), which the User receives via a series of Push Message; and

"User" means a Customer who has either given consent to MMC Partner to receive the Message Service or sent a Pull Message.



SCHEDULE 4

(Clause 4.2)

Vodafone New Zealand Limited

Content Standards Policy

For third party content partners

August 2006

Confidential



1. Summary

Vodafone New Zealand Limited ("Vodafone") is committed to taking a responsible approach to the standard of content available on the Vodafone network. Vodafone takes the issue of protection of minors seriously and we intend to work actively with our content partners (providers of content and content services) to ensure that appropriate content standards are implemented effectively and consistently.

This Content Standards Policy ("Policy") is designed to provide Vodafone's external content partners with a framework for content standards that are acceptable for the content/services that they supply to Vodafone. Vodafone acknowledges that given the varied nature of content it is impossible to define exactly which content is acceptable and which content is unacceptable and that there will always be some "grey areas". Where confusion (or reasonable scope for confusion) exists as to the correct categorisation of any item of content, or where the intended audience could reasonably interpret the intended categorisation differently from the content provider and there is a likelihood of the audience being offended, the more conservative view should always be adopted and approval must be sought from Vodafone prior to the content being distributed to Vodafone (please see the relevant approval process in clause 3.4 of this Policy).

The Policy also constitutes Vodafone's compliance with the Telecommunications Carriers' Forum *New Zealand Code of Practice for Provision of Content via Mobile Phones* ("Code"). Vodafone is a signatory to this Code. The Code requires signatories to ensure responsible provision of commercial content via mobile phones.

Vodafone's content partners shall comply with the terms of this Policy with immediate effect upon receiving the Policy from Vodafone.

This Policy will be updated and reissued to content partners from time to time to reflect developments in content policy that may occur in the telecommunications industry or to reflect Vodafone brand principles. Vodafone may also make adjustments to this Policy from time to time if Vodafone deems it necessary, for example, to respond to feedback from its customers, the public or other stakeholders.

For the purposes of this Policy, Vodafone does not make any distinction between content sold under one of its own brands or content sold under a partner's brand. It encompasses all "**Commercial Content**" as defined in the Code as:

"mobile content that is provided to customers via a mobile phone network, whether free or on a subscription or per event basis, either by the **Operator** directly to its customers, or that is provided to customers by a third party that the Operator has a commercial arrangement with for the provision of mobile content services. Commercial Content includes, but is not limited to, video clips, games, screen savers and chat services. Commercial Content does not include **Internet content**, as described below, or **Peer-to-Peer Communications**."

Definitions:

Operator means "A mobile services provider that provides access to content services to end customers via a mobile device."

Internet content means "In some cases, content on the Internet that may be accessed by handsets may be illegal, or unsuitable for minors. Operators may not have control over, or the ability to block, this kind of content, but will provide information to customers on safe Internet practices, including providing a link through to NetSafe on their company website. Should Internet filtering technology for mobile phones become readily accessible, Operators will work towards making the technology available to customers."

Peer-to-Peer Communications means "direct person to person communications and include person to person voice and video calls, text messages, photo and video messaging."

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References in this Policy to “us” or “our” refer to Vodafone; references to “you” or “your” refer to our third party content partner.

2. The Nature of this Content Standards Policy

If you supply content to Vodafone, this document forms Vodafone’s “Content Policy” as referred to in your Content Supply Agreement with Vodafone. You are therefore contractually obliged to comply with the terms of this Policy with immediate effect. Under your Content Supply Agreement you are required to comply with all applicable laws, regulations, industry codes and the requirements of any relevant regulatory body. This Policy does not qualify or amend those existing obligations in any way. This Policy is not intended to constitute legal advice to you, or to address all legal issues which are likely to apply.

If you do not have a Content Supply Agreement with Vodafone, but have been supplied with a copy of this Policy in relation to your dealings with Vodafone (e.g. you provide monitoring services or premium SMS services), then Vodafone requires you to comply with the terms of this Policy, as it applies to you, immediately upon receiving it from Vodafone.

3. The Content Standards Policy

3.1 TCF New Zealand Code of Practice for Provision of Content via Mobile Phones

Vodafone is a signatory to this Code. Vodafone is required to enforce the terms of the Code in relation to its content partners. A copy of the Code is attached as Annex 1 to this Policy.

Under the Code, Vodafone has agreed that it will provide “Unrestricted Content” services to its general customer base and that “Restricted Content” will only be provided if it has appropriate “Age Verification” mechanisms and “Access Controls” in place, to protect minors from accessing inappropriate content.

3.2 What Content will Vodafone accept?

Vodafone does not currently have “Age Verification” mechanisms or “Access Controls” in place and will therefore only provide Unrestricted Content to its customers at this time. This means that Vodafone at this time will only accept Unrestricted Content from its content partners. No Restricted Content, Illegal Content or Banned Content is allowed.

Please note that in respect of cartoon content in particular the definitions in this Policy apply where the cartoons are realistic depictions of humans or realistic depictions of animals. In the case of uncertainty, please seek Vodafone’s approval as per the process in clause 3.4.

Table outlining acceptable content and unacceptable content

Acceptable content	Unacceptable content
Unrestricted Content	Restricted Content Illegal Content Banned Content

“Unrestricted Content” means Content that is not Illegal Content or Restricted Content or Banned Content.

“Illegal Content” includes content that is defined as “objectionable” by section 3 of the Films, Videos, and Publications Classification Act 1993; or as otherwise illegal by New Zealand law.

“Banned Content” means content as defined in Section 3.3 of this Policy.

“Restricted Content” includes:

Language

- Frequent use of highly offensive language or explicit sexual references.

Nudity and Sex

- Nudity depicting male or female genitals or female nipples, whether or not such genitals or nipples are real.
- Actual or realistic depictions of sex activity, for example;
 - Real or simulated sexual intercourse.
 - Depiction of sexual activity involving devices such as sex toys.
 - Sexual activity with visible pubic areas.

Exclusion:

Please note that material which genuinely seeks to inform and educate such as in matters of sexuality, safe sex and health and where explicit images are the minimum necessary to illustrate and educate in a responsible manner may be permissible. Please seek approval for such content from Vodafone as per the process set out in clause 3.4 of this Policy.

For your assistance, we provide here some specific examples of Restricted and Unrestricted Content in relation to nudity and sex: (NB these lists are not exhaustive but illustrative only).

Restricted Content:

Model(s) showing any of the following:

- Female nipple(s);
- Female nipple shadow;
- Female nipple covers (standard bikini acceptable);
- pubic hair (or see-through underwear);

Any use of objects to imply sexual activity

Penis appearing erect underneath clothing

Use of object to convey sexual activity including the handling, kissing, licking or sucking of phallic-like objects.

Unrestricted Content:

Full rear view of model, if the model is wearing a G-string or panties or bikini

Nudity if photographed from the side (subject to Restricted Content restrictions above)

Limited sexually suggestive touching or positions

Images with hand positioned over genital area acceptable (however no implication of masturbation is allowed).

Violence

- Violence which dwells on the infliction of pain or on injuries
- Depictions of sexual violence.

In respect of mobile games in particular:

- Violence towards realistic depictions of humans or realistic depictions of animals such as scenes of dismemberment, torture, sadism and other types of excessive violence.
- Graphic, detailed and sustained violence towards realistic depictions of humans or realistic depictions of animals or violence towards vulnerable or defenceless humans or animals.

Drug use

- Depictions of illegal drug taking or solvent abuse or instructive details on illegal drug taking or manufacture of drugs or solvent abuse.

Horror

- Depictions of sustained or detailed inflictions of pain or injury including anything which involves sadism, cruelty or induces a high level of fear or anxiety.

Cruelty

- Depictions of mental or physical cruelty.

Imitable techniques

- Dangerous combat techniques such as ear-claps, head-butts and blows to the neck.
- Instructive details on obtaining or manufacturing weapons, such as knives, firearms or bombs.
- Instructive details of techniques for use in the commission of a criminal offence.
- Depictions of suicide.
- Instructive details of harmful body modification techniques (such as tattooing, body piercing, branding, scarification, cosmetic surgery).
- Depictions of dangerous, imitable stunts likely to result in a real risk of serious harm. For the avoidance of doubt this does not include sporting activities for example, snowboarding, skateboarding.

3.3 Banned Content

Any item of content or any service involving any of the following elements are banned from being included within Vodafone content. The points below apply to all forms of visual image (photos, cartoons, video / moving image, webcam / livestreaming).

Sexually explicit material

- Exposed male or female genitalia
- Ejaculation images (excluding cartoon sperm imagery)
- Masturbation
- Oral-genital contact of any kind
- Sexual penetration by finger, penis, tongue, or any object
- Material (including dialogue) likely to encourage an interest in abusive or violent sexual activity (e.g. rape, paedophilia, incest) which may include, but is not limited to, depictions involving adults role-playing as minors
- Content depicting, or text alluding to, a person who appears to be under 18 years of age in sexual activity, or presenting in a provocative manner
- Any naked images of children
- The infliction, or self-infliction, of pain or physical harm (real or simulated) in a sexual context
- Sexual violence e.g. sexual assault and / or rape

- Depiction of the use of any form of physical restraint, for example, gags and bonds
- Activity which is degrading or dehumanising (examples include the portrayal of bestiality, necrophilia, defecation, urolagnia)

The above applies to both heterosexual and homosexual activities equally.

Educational materials that are not erotic in nature may be considered acceptable if agreed in advance and in writing by an authorised Vodafone representative.

Violence

- The gratuitous presentation of violent or sadistic practices
- Unusual methods of causing injury or pain – including self-harm – which can be readily imitated
- The infliction, or self-infliction, of pain or physical harm (there may be some exceptions with prior approval e.g. boxing highlights)
- Content (audio, visual, editorial) which contains incitement to violence
- Extreme violence including restraint, torture, sadism, mutilation
- Exploitative / sadistic violence towards vulnerable and defenceless people / animals (e.g. muggings, acts of terrorism etc - exceptions may be made where such incidents are portrayed factually and non-gratuitously as part of a news report)
- Images that portray victims of suicide, murder, accidental or violent death (excluding factual, non-gratuitous depictions on news broadcasts)

Other

- Any material portraying or promoting racial, religious or ethnic hatred or abuse, or any material containing discriminatory or defamatory abuse
- Promotion of anti-social behaviour such as the use and promotion of illegal drugs, solvent abuse, the glorification of vandalism etc.
- Material which demonstrates criminal techniques
- Dating services
- Location based services that allow a mobile phone user to access location data about another mobile phone user
- Offensive ringtones or ringtones that contain profanities.

3.4 Approval Process for Questionable Content (“grey area” content)

If you are confused (or if there is reasonable scope for confusion) as to the correct categorisation of any item of content, or where the intended audience could reasonably interpret the intended categorisation differently from you, you must obtain prior approval from the appropriate representative at Vodafone (as notified to you from time to time). Currently the Vodafone contact to approach for content approval (in areas of uncertainty) is as follows:

Email: mmc.nz@vodafone.com



3.5 Music

If you provide music to Vodafone you shall ensure that the content is received by Vodafone together with any labelling or other information (including in relation to any watershed or scheduling restrictions) employed or provided by you when distributing equivalent content in any media which is used to indicate that the content is or may be unsuitable for distribution to minors or that the content may be considered to be offensive by customers.

3.6 Other agreements with Vodafone

If you supply any content monitoring services to Vodafone (such as chat room monitoring), you must comply with the terms of the Monitoring Guidelines as supplied to you by Vodafone from time to time.

If you supply content to Vodafone you must comply with the terms of your Content Supply Agreement with Vodafone.

If you supply content services to Vodafone (such as premium SMS services) you must comply with the terms of your service provider agreement with Vodafone.



ANNEX 1

TELECOMMUNICATIONS CARRIER'S FORUM:

NEW ZEALAND CODE OF PRACTICE FOR PROVISION OF CONTENT VIA MOBILE PHONES

Vodafone New Zealand Limited

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Telecommunications Carrier's Forum

New Zealand Code of Practice for Provision of Content via Mobile Phones

10 NOVEMBER 2005

Introduction

This Code of Practice ("Code") has been developed by the New Zealand Telecommunications Carriers' Forum (TCF). Representatives from Telecom, TelstraClear and Vodafone worked to develop this Code. Consultation from NetSafe was sought and the Code has also been subject to wider public consultation.

At the request of the Minister of Communications, this Code has been developed by the TCF as a mechanism for self-regulation of commercial content services provided via mobile phones. As technology develops and mobile phones are enhanced with features such as Internet access, gaming, picture messaging, video and still picture cameras, there is an ever increasing array of content services available for purchase by a mobile phone customer.

The Code sets out industry agreed principles under which mobile content services will be provided in order to ensure that mobile content services are provided in a socially responsible manner. This includes an industry agreed position on the protection of minors from inappropriate content. It is intended that the Code will provide end users with confidence in the provision of content services by Operators. Operators will support the Code by providing customers with information and education on the safe and appropriate use of mobile content services.

The Code covers issues relating to: commercial services; Internet content; illegal content; unsolicited bulk communications; and malicious communications. The Code provides assurance that Operators will take action against illegal content, unsolicited bulk communications and malicious communications. The Code does not cover Peer-to-Peer Communications.

This Code does not impose rigid guidelines but allows Operators to differentiate themselves with respect to the content and services they supply, provided that all relevant content provision is consistent with the guiding provisions of the Code. Operators are able to use different organisational and technical solutions to meet the requirements of the Code.

The Code

Commercial content

“Commercial Content” in this Code means mobile content that is provided to customers via a mobile phone network, whether free or on a subscription or per event basis, either by the Operator directly to its customers, or that is provided to customers by a third party that the Operator has a commercial arrangement with for the provision of mobile content services. Commercial Content includes, but is not limited to, video clips, games, screen savers and chat services. Commercial Content does not include Internet content, as described below, or Peer-to-Peer Communications.

Only Commercial Content that is Unrestricted Content will be provided to customers by an Operator without Access Controls. Restricted Content services will only be provided if Age Verification mechanisms and Access Controls are implemented. In the event that Restricted Content is inadvertently provided without proper restrictions, Operators will ensure that such content is promptly removed.

Chat services

Where an Operator has a commercial relationship associated with the provision of public chat room services, the Operator will ensure that public chat rooms are Monitored 24 hours a day 7 days a week. Monitoring implies that participants’ behaviours will be monitored and any inappropriate behaviour will result in the user receiving a warning or being banned from the chat room. Participants in chat rooms remain responsible for the content of their chat.

Chat room behaviour which may be illegal under New Zealand criminal law, such as grooming people under 16 for sex (refer section 131B of the Crimes Act 1961), will be reported to the Police.

Internet content

In some cases, content on the Internet that may be accessed by handsets may be illegal, or unsuitable for minors. Operators may not have control over, or the ability to block, this kind of content, but will provide information to customers on safe Internet practices, including providing a link through to NetSafe on their company website.

Should Internet filtering technology for mobile phones become readily accessible, Operators will work towards making the technology available to customers.

Illegal Content

The Operators will support work of law enforcement agencies to deal with Illegal Content as required by law. Operators will provide a means for users to report Illegal Content. Operators will have notification and takedown procedures in place to remove Illegal Content.

Unsolicited electronic communications

In relation to unsolicited electronic communications, Operators will act in accordance with the SMS Anti-Spam Code and any legislation that is developed in this area.

Malicious communications

Operators will have procedures in place to deter Malicious Communications and, in particular, will have processes in place to deal with complaints relating to Malicious Communications.

Information and advice

In order to comply with this Code, Operators will:

- Provide information to customers on the nature and capabilities of products and services – especially for parents and children
- Provide information on this Code on their website
- Provide customers with a way of communicating any concerns, including the ability to notify any inappropriate content or behaviour to Operators
- Provide a link to NetSafe's website on their website

Administration

As Operators will have differing technical and commercial arrangements in place it will be the individual Operator's responsibility to make the detailed decisions on how it implements the requirements of this Code.

Operators will enforce the terms of this Code with third party content providers through their commercial contractual arrangements going forward.

Operators will have three months to comply with the requirements of the Code from date of signing.

The TCF will review and update this Code as appropriate.

This Code does not replace or override or extend any obligations under existing New Zealand legislation.

Definitions

Access Controls

A technical measure imposed to control access to Restricted Content, for example PIN access to Restricted Content.

Age Verification

A process that is used to verify, as much as reasonably possible, that a customer is over the age of 18.

Illegal Content

Illegal Content includes content that is defined as “objectionable” by section 3 of the Films, Videos, and Publications Classification Act 1993; or as otherwise illegal by New Zealand criminal law.

Malicious Communications

Malicious Communications are communications which would involve the misuse of a telephone device as specified under section 112 of the Telecommunications Act 2001.

Monitoring

For the avoidance of doubt, Monitoring does not necessarily mean moderation. Monitoring involves the review of messages that have already been posted in a chat room. Moderation involves the review of messages prior to the messages being posted.

Operator

A mobile services provider that provides access to content services to end customers via a mobile device.

Peer to Peer Communications

Peer to Peer Communications are direct person to person communications and include person to person voice and video calls, text messages, photo and video messaging.

Restricted Content

See definition at Schedule 1.

TCF

Telecommunications Carriers' Forum

Unrestricted Content

Content that is not Illegal Content or Restricted Content.

Code Schedule 1

Definition of Restricted Content

This definition is intended to cover types of material that are likely to be “restricted publications” under section 23(2)(c) of the Films, Videos, and Publications Classification Act 1993 (“the Act”). Operators will need to exercise discretion when applying this Code’s definition of Restricted Content since some types of content, (including but not limited to those involving sex, violence or sexual violence), could be “objectionable”, as defined in section 3 of the Act.

An Operator rating of content as Restricted Content would not preclude it being classified as objectionable by the Office of Film and Literature Classification (“Office”) and could not be relied on as a defence to charges involving objectionable material. This definition is not intended to be a complete list of restricted content or supplement, or in any way be a substitute for, the authority of the Office or current laws or statutory definitions.

Restricted Content

Types of Restricted Content include:

Language

- Frequent use of highly offensive language or explicit sexual references.

Nudity

- Nudity depicting male or female genitals or female nipples, whether or not such genitals or nipples are real.

Sex

- Actual or realistic depictions of sex activity, for example;
 - Real or simulated sexual intercourse.
 - Depiction of sexual activity involving devices such as sex toys.
 - Sexual activity with visible pubic areas.

Note, however, that material which genuinely seeks to inform and educate such as in matters of sexuality, safe sex and health and where explicit images are the minimum necessary to illustrate and educate in a responsible manner may be permissible.

Violence

- Violence which dwells on the infliction of pain or on injuries
- Depictions of sexual violence.

In respect of mobile games in particular:

- Violence towards realistic depictions of humans or realistic depictions of animals such as scenes of dismemberment, torture, sadism and other types of excessive violence.
- Graphic, detailed and sustained violence towards realistic depictions of humans or realistic depictions of animals or violence towards vulnerable or defenceless humans or animals.

Drug use

- Depictions of illegal drug taking or solvent abuse or instructive details on illegal drug taking or manufacture of drugs or solvent abuse.

Horror

- Depictions of sustained or detailed inflictions of pain or injury including anything which involves sadism, cruelty or induces a high level of fear or anxiety.

Cruelty

- Depictions of mental or physical cruelty.

Imitable techniques

- Dangerous combat techniques such as ear-claps, head-butts and blows to the neck.
- Instructive details on obtaining or manufacturing weapons, such as knives, firearms or bombs.
- Instructive details of techniques for use in the commission of a criminal offence.
- Depictions of suicide.
- Instructive details of harmful body modification techniques (such as tattooing, body piercing, branding, scarification, cosmetic surgery).
- Depictions of dangerous, imitable stunts likely to result in a real risk of serious harm. For the avoidance of doubt this does not include sporting activities for example, snowboarding, skateboarding.

Code Schedule 2

Mobile Content Complaints Procedure

Please note that this complaints procedure relates only to the rating of mobile content as Unrestricted Content or Restricted Content. Any other complaints relating to the provision of mobile content, for example issues with service quality or billing, will be governed by the provisions of the Consumer Complaints Code, once that code is available. At the time this Code is finalised, the Consumer Complaints Code is being developed by the TCF.

In the first instance, Customers should always lodge their complaint with their Operator.

1. Lodge complaint with Operator

- i. If a customer believes that Commercial Content provided by an Operator has been incorrectly rated, i.e. Restricted Content being sold as Unrestricted Content, the customer should make a complaint to the Operator, using the telephone or website contact details provided. The complaint must:
 - a. identify a specific piece of Commercial Content ;
 - b. identify why the customer believes the Commercial Content has been inappropriately rated;
 - c. be made as soon as reasonably possible and in any event within 15 days of the Commercial Content being accessed by customer; and
 - d. not be frivolous or vexatious or have been previously dealt with.
- ii. The Operator will endeavour to resolve the customer's issue at the first point of contact, and in any event within 10 working days of the complaint.
- iii. If the Operator finds that the Commercial Content has been rated as Unrestricted Content when it ought to have been rated as Restricted Content, the Operator will either take down the Commercial Content, or place it behind Access Controls.
- iv. If the Operator considers that the Commercial Content has been appropriately rated, the Operator will advise the customer of its decision in writing, or by telephone if the customer has not provided any postal contact details.

2. Processes available via the Department of Internal Affairs and Classification Office

- v. If the customer still believes that the Commercial Content has been incorrectly rated the customer may complain to the Department of Internal Affairs:
 - a. By completing the content complaints form on the Department's website <http://www.dia.govt.nz/web/submitforms.nsf/cencomp?OpenForm> ; or
 - b. By writing to: Censorship Compliance Unit
Department of Internal Affairs
PO Box 805
Wellington
- vi. A customer may, with the leave of the Chief Censor, submit content to the Classification Office for classification. Contact details for the Classification Office are:

Office of Film and Literature Classification
P O Box 1999
Wellington
Ph: 0508 236 767
Email: information@censorship.govt.nz

- vii. At any stage of the process the Operator may seek the advice of the Department of Internal Affairs or the Classification Office on the nature or classification of a particular piece of Commercial Content.

SCHEDULE 8

CUSTOMER SERVICES (CLAUSE 4.1)

1. Help Line

- 1.1 A New Zealand toll free contact number for customer service (“Help Line”) must clearly be advertised through all communication mediums used to promote the service/ services. The Help Line must be able to be called by Vodafone customers free of charge. User queries must be attended to within a 24 hour period (within business hours).
- 1.2 The MMC Partner’s Help Line must offer a good customer experience. The Help Line number must be clearly shown on all advertising.
- 1.3 MMC Partners shall provide a 24 hours, 7 days a week Help Line.
- 1.4 The MMC Partner’s Help Line must:
- (a) respond to verbal complaints which are left on the answering service by having an operator call the customer within one business day;
 - (b) 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;
 - (c) check to ensure all Users Opt Out requests were successfully actioned within 24 hours;
 - (d) resolve direct customer complaints within two business days;
 - (e) advise the complainant of the outcome of the investigation of their complaint and, if requested by the complainant, provide this in writing;
 - (f) upon resolution of all complaints which relate to a Premium Message Service, or for all other services if requested by Vodafone:
 - (i) email Vodafone, demonstrating how the issue has been resolved. The email must contain the following information:
 - (ii) in the email subject field, the Short Code – MSISDN;
 - (iii) the time and date the User made contact with the MMC Partner Help Line;
 - (iv) the User’s name;
 - (v) a brief description of the User’s issue/complaint;

- (vi) a description of the resolution reached with the User;
- (vii) the time and date the resolution was reached with the User;
- (viii) reply to the email from Vodafone for escalated complaints to demonstrate how the issue has been resolved;
- (g) provide Vodafone with a monthly report detailing all complaints which have been made about all services for that month. The report must contain:
 - (i) the User MSISDN;
 - (ii) the time and date the customer made contact with the MMC Partner Help Line;
 - (iii) a brief description of the customer's issue/complaint;
 - (iv) a description of the resolution reached with the User; and
 - (v) the time and date the resolution was reached with the User;
- (h) retain all records relating to a complaint for a minimum of two years;
- (i) make all records of individual complaints available to Vodafone on request;
- (j) where a complaint does not relate to the MMC Provider's products or services, refer to the User to the organisation that can properly address the complaint;
- (k) not demand payment of genuinely disputed amounts whilst the complaint is being investigated;
- (l) not insist that Users who request a refund to put the request in writing;
- (m) where applicable, credit the User by sending a cheque to the customer's delegated address in a timely fashion; or, where this method is not acceptable to the User or appropriate in the circumstances, request Vodafone to credit the User's Vodafone account (if this is a regular occurrence Vodafone may, in its discretion, charge MMC Partner for performing this credit in addition to withholding any amounts to reimburse it for the credit).

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

- (a) be accessible to all customers, including people with disabilities;
- (b) be easy for the complainant to use;
- (c) give rise to no undue inconvenience to the complainant;
- (d) be provided at no charge to the complainant;

- (e) be fair and reasonable;
- (f) include appropriate methods to take action and for monitoring undertakings made to complainants;
- (g) include an appropriate escalation process for handling complaints;
- (h) electronically record complaints received and resolutions reached.
- (i) include a complaints handling policy which is publicly available on the MMC Partner's web site;
- (j) include information about a customer's right to complain in its complaint handling policy;
- (k) 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
- (l) 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.

1.6 Where a User makes a complaint relating to a Message Service which is due a failure to receive content but which is not due to a genuine technical failure of the User, MMC Partner must refund the User any User Charges related to the Valid Complaint. MMC Partner must refund the User by cheque or direct debit within 10 Business Days of the Valid Complaint being made.

SCHEDULE 9

ADVERTISING GUIDELINES (CLAUSE 4.1)

1. **Restricted Prizes:** If any promotion includes prizes which have any restrictions (e.g. they require the user to be 18 or over to receive the prize) then these restrictions must be clearly stated in all the advertising material including print, TV and web. The restriction also needs to be stated within the Content of each Message.
2. **Advertising Requirements**
 - 2.1 **Display of Information:** Information relating to price and terms of the message Service must be displayed:
 - (a) 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; and
 - (b) for long enough to allow it to be assimilated by an average person.
 - 2.1.2 **Subscription Notification:** Subscription Services must explicitly state that it is a Subscription Service and details of the Opt Out command.
 - 2.2 **Price Information:** 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. Pricing information must be made available to Users without requiring them to initiate a service.
 - 2.3 **Price Information Size:** Pricing information must be of a similar size to that of any Short Code advertised and of sufficient size to be read by the audience given the nature of the promotional media.
 - 2.3.1 **Handset Compatibility:** If particular services are only available for specific handset models then handset compatibility must clearly be advertised by MMC Partner through all communication mediums used to promote the Message Service.
 - 2.4 **Help Line:** The identity of the MMC Partner and the Help Line number and website must be included clearly in all advertising.
 - 2.5 **Standard Charges:** 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' or 'GPRS rates apply'.
 - 2.5.1 **Marketing Database:** Should the MMC Partner intend to include User's details in a marketing database, all advertisements must clearly state and alert to the User that they are consenting to inclusion in that database, as well as provide clear details of how a User can remove themselves from the marketing database.

- 2.6 **No Endorsement:** Message Services must not give the impression that such services are supplied or endorsed by Vodafone.
3. **Television Advertising Requirements:** In addition to the above requirements, MMC Partner shall comply with the provisions of this paragraph for all television advertisements.
- 3.1 **Price:** The price or cost per piece of content to the User of the Message Service (including associated data charges) must clearly be advertised by MMC Partner on screen and in any voiceover. The price must be at least the same size as the size of the Short Code.
- 3.1.1 **Subscription:** For Subscription Services:
- (a) the words “subscribe” or “subscription” must be clearly be advertised by MMC Partner on screen and in any voiceover; and
 - (b) the frequency of messages under the subscription (e.g. 3 per week) must be clearly advertised by the MMC Partner on screen (not embedded in the fine print or terms and conditions).
- 3.1.2 **Other terms:** Other terms of use information for Subscription Services (e.g. whole cost pricing, charging period, how to Opt Out) must be clearly visible or described at the same time. Wherever Opt Out instructions are displayed, the information provided must advertise the universal STOP command.
4. **Vodafone rights**
- 4.1 If Vodafone receives Vodafone customer complaints regarding any MMC Partner Advertising, the MMC Partner must change the advertising to Vodafone’s reasonable satisfaction where the number of complaints is equal or greater to 1% of the number of Messages sent by the MMC Partner for that Message Service.