



CODE OF CONDUCT

These rules are applicable when distributing mobile premium rate services and location based services in Sweden (“the Rules”). The Rules are agreed upon by the Swedish mobile operators and MORGAN, the Industry association of the Sector for Mobile Services in Sweden (“the Parties”).

This version of the Rules is applicable as of 1 April 2010.

Amendments and additions to the Rules shall be made in agreement between the Parties. The purpose of issuing these rules is that they shall be followed by MORGAN’s members and that the operators in their agreements with service providers shall oblige them to follow the Rules.

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1. GENERAL RULES

1.1 Other rules and laws

Service providers shall follow relevant laws and other rules applicable within the industry, such as the Law on Personal Records, the Law on Electronic Communication and the Swedish Marketing Practices Act, as well as the Ethical Rules of the Ethical Council for Premium Rate Services (“ERB”).

1.2 Enforcement of the Rules

Swedish mobile operators usually require in their contracts with service providers that the service providers shall comply with both the Rules and ERB’s Ethical Rules. This means that a breach of the Rules or ERB’s Ethical Rules may constitute a violation of the agreements with the operators or, where applicable, an aggregator. Such a breach could lead to liability, suspension for a certain period of time and/or that the agreement can be terminated with immediate effect. A temporary suspension may also result in the service provider not being entitled to resume the delivery of services to its existing subscription customer base.

1.3 Request

Service providers shall at all times be able to verify users’ orders of mobile services.

1.4 Annulment /cancellation

1.4.1 Users shall always be able to terminate a subscription service via SMS and telephone, but preferably also via other channels, such as web and e-mail.

1.4.2 When cancelling via SMS, the procedure described under paragraph 1.8 shall be followed

1.5 Payment

Service providers and operators may agree on invoicing for services. If this occurs the following is applicable:

- (a) Service providers may not divide the payments of a service in order to exceed the maximum tariffs.
- (b) Service provider may only execute one attempt to carry through the payment transaction. If it fails the order/subscription shall be cancelled. This is applicable if the user did not have sufficient credit balance on pre-paid account or if the subscription at that time was closed. Service providers may at their own cost inform the user that the service may be initiated again.
- (c) The payment transaction must be made in connection to the ordering or delivery of a service and may not occur at a later time without the prior written consent of the relevant operator.
- (d) If a premium service is handled via, for example, SMS, it shall use the 72xxx number series and if it is related to charity the 729xx number series (May only be used in activities with companies or organizations with series-90 bank account according to SFI. List can be found on www.insamlingskontroll.se). Non-premium services shall be handled on the 71xxx number series.

1.6 Non premium messages

Messages from service providers containing help and general information or messages from users with information or stopping requests shall be paid according to the specific operator's ordinary traffic tariffs (i.e. no premium fee shall be charged).

1.7 Customer services and complaints

Service providers shall provide customer service in relation to all provided services. The customer service shall be available from 9 a.m. to 5 p.m. weekdays. The customer service shall be available via a Swedish telephone land line number and shall be reachable from both land line and mobile phones. Exemptions from the requirement that the customer service must have a land line number may be granted through written consent from all mobile operators.

Staff members at the customer service must master Swedish in writing and orally. Outside the opening hours of the customer service, information on opening hours shall be available on an answering service. The user's cost of contacting the customer service shall not exceed ordinary traffic charges.

Complaints shall be dealt with within one day of receipt. All complaints shall be dealt with individually. If the complaint does not lead to the measure desired by the customer, the user shall receive a written notification containing a detailed description of the complaint and the reason for not granting the user the desired measure.

If the customer service can not attend a call within 10 minutes, the caller shall be given the opportunity to record a message, alternatively leave his/her contact information on an IVR service. Service provider shall in the voicemail service/IVR solution ask the user to inform of which way he/she wishes to get contacted and ask the user to leave his/her contact details. The voicemail service/IVR Solution shall be in Swedish. The user shall then be contacted within 24 hours, or the following weekday, in the way instructed by the caller. This service shall also be offered when the customer service is closed.

1.8 Implementation of keywords

Service providers shall implement the following functions.

TEST – When a message with the word TEST is sent to the service provider’s account, it shall generate a response from the relevant application. The message shall contain the word ”räksmörgås” in order to test the characters ”å ä ö” and thereby verify that the correct character table is installed.

INFO –When a message with the word INFO is sent to the service provider’s account, it shall generate a response containing the account holder’s full company name, telephone number and e-mail address or URL.

STOPP – When a message with the word STOPP is sent to the service provider’s account it shall immediately stop all on-going services on the actual account (with regard to the relevant user). When a subscription service is stopped, the user shall receive a confirmation message informing of this. This also applies to non-premium services. STOPP shall in all marketing be spelled in Swedish, but STOP shall also be supported. Instructions for the general STOPP service shall be clearly presented in all marketing of services.

2. LOCATION BASED SERVICES

2.1 Obtaining of consent

Before a location based service is activated the service provider shall obtain consent from the subscriber or the user to that location data may be obtained from his/her operator. Separate consent shall be obtained for each service and it shall be possible to verify the consent afterwards.

The following information shall have been provided to the person who gives consent:

that location data is obtained,

the purpose of obtaining of the location data

the duration, and

that information about the user/location data is forwarded to a third party for handling (when the relevant service so requires).

Consent must also be obtained for services that involve obtaining location data for more than one user or involve distribution of location data to a third party (Friend Finder or similar services).

2.2 Consent – simplified version

If by ordering a single service, for example due to the nature of the service or to provided information about the service, it is obvious for the user that location data will be obtained as result of the order, the order of the service may be regarded as a consent. An example for such service is an inquiry on nearest subway station where ordering and delivery of the service is made through the same telephone (subscription).

2.3 Examples of consent

Consent obtained by a mobile phone may, for example, occur:

via SMS,

via clicking **OK** at a WAP-site, or

via SMS confirmation (from the telephone concerned) for orders placed online.

If consent is provided in any other way than from the concerned telephone (subscription), start information must be sent before the location based service is activated, see 2.4 below.

2.4 Start information and reminder

Start information: Each time a location based service is activated, information about the service shall be sent as a message to the telephone. This does not apply if the consent is obtained according to 2.2 above.

Reminder: Information about the service shall be sent one week after the activation of the service and after each fourth month as long as the service is active. This does not apply if the consent is obtained according to 2.2 above.

Starting information and a reminder shall include:

Identification of the service,

information that the service is activated,

information that the service results in location data being obtained, and

information on how the service is terminated, as well as where more information can be found about the service.

3. MARKETING OF SERVICES

When marketing a mobile premium service the Swedish Marketing Practices Act and the ERB Ethical Rules must be followed. The Ethical Rules can be found at www.etiskaradet.se/regler.

In addition, the service provider shall also inform of the following:

Contact information and telephone number to the service provider's customer service.

Technical compatibility, e.g. which telephone and configurations the service is compatible with.

All information on a service shall clearly state if it is a single purchase or a subscription service. Such information shall also be available when the order is finalized, and then in a way that there is no risk for misunderstandings.

If the service includes obtaining of location data this must be explicitly stated.

Marketing messages may not be sent to individuals who have opposed to their phone number being used for marketing purposes. This possibility shall be clearly presented when the number is collected

4. RULES FOR PURCHASE OF SERVICES

4.1 General rules for purchase of services

The service provider shall, for single purchases and subscription services, in all marketing and advertising to minors, adhere to relevant rules in the Swedish Marketing Practices Act and the Parental Code. Guidance can be found on the websites of MORGAN and the Consumer Agency.

4.2 Single purchase not exceeding 50 SEK

A single purchase not exceeding 50 SEK can be ordered in various ways, but must always follow the ERB Ethical Rules.

4.3 Single purchase exceeding 50 SEK

An order of a single service exceeding 50 SEK shall be made in any of the following ways unless otherwise has been agreed with the operators in writing.

To make a single purchase of a service exceeding 50 SEK the user must after the ordering explicitly confirm the order by answering the confirmation from the service provider. The confirmation from the service provider shall contain the following information:

Price of the service

Description of the service

Telephone number to the service provider's customer service

Name of the service provider

4.3.1 Ordering via SMS shall follow these steps:

1. The user orders a service by sending an SMS, *[Service]* to 72xxx.
2. The service provider confirms the order by sending exactly the following text in an SMS to the user. This SMS shall be at no charge for the user.

Du har beställt [service]. Pris xx kr. Skicka [keyword] till 72xxx för att bekräfta. Kundtjänst: 08-1122333 [Service Provider]

3. If the service requires consent (location based services) the text shall cover the consent as well

För att leverera tjänsten kommer dina positionsuppgifter att hämtas från din operatör.

4. The user confirms the purchase, *[keyword]* to 72xxx.
5. The payment is made and the service is delivered.

4.3.2 Ordering via SMS by stating a price in the order

A single purchase of a service exceeding 50 SEK can be simplified by specifying the price when ordering.

1. The user orders a service by sending as SMS, *[Service] xx kr* to 72xxx
2. The service provider confirms the order by sending exactly the following text in an SMS to the user. This SMS shall be at no charge for the user.

Du har beställt [Service]. Pris xx kr. Kundtjänst: 08-112233 [Service Provider]

3. If the service requires consent (location based services) the text shall cover the consent as well

För att leverera tjänsten kommer dina positionsuppgifter att hämtas från din operatör.

4. The payment is made and the service is delivered.

4.3.3 Ordering online via WAP shall follow these steps

1. The user orders a service by clicking on a link at a WAP-site.
2. The service provider confirms the order by writing exactly the following text on the screen. This information shall be presented above and directly adjacent to a confirmation button with the word **KÖP**.

Du har beställt [Service] Pris xx kr. För att bekräfta klicka på KÖP. Kundtjänst: 08-112233 [Service Provider]

3. If the service requires consent (location based services) the text shall cover the consent as well

För att leverera tjänsten kommer dina positionsuppgifter att hämtas från din operatör.

4. The user confirms the purchase by clicking **KÖP**.
5. The service is delivered and the service provider sends an SMS with order information.

4.3.4 Ordering online via Web shall follow these steps

1. The user orders a service by entering his/her phone number on a website. Information about the service shall be presented above and directly adjacent to a confirmation button or to another ordering function. The information shall contain the following:
 - a. Price for the service
 - b. Description of the service
 - c. Telephone number to the service provider's customer service.
 - d. Name of the service provider
 - e. Location based services require consent as per paragraph 2 above.
2. The service provider confirms the order by sending exactly the following text in an SMS to the user. The SMS shall be at no charge for the user

Du har beställt [Service]. Pris xx kr. För att bekräfta beställningen ange PIN-kod [xxxx]

3. The user is directed to a new site that only contains exactly the following text, *Fyll i din PIN-kod här:* And a confirmation button with the word **KÖP**
4. The user confirms the purchase by clicking **KÖP**
5. The service is delivered and the service provider sends an SMS containing the order information

4.4 Ordering a subscription service

A subscription service may start only when the user has confirmed the service provider's confirmation or if the order contains the word START. The user must be able to store the service provider's confirmation on his/her mobile phone. The confirmation shall be designed according to the instructions below.

4.4.1 Ordering via SMS with START first in the SMS shall be done according to the following instruction:

1. The User sends the first message to order a subscription service, **START [Service] to 72xxx**.
2. The service provider confirms the order by sending exactly the following text in an SMS to the user. This SMS shall be at no charge for the user.

Du har startat en prenumeration på [Service]. Pris xx kr/[time period or SMS]. Skicka STOPP till 72xxx för att avsluta. Kundtjänst: 08-112233. [Service provider]

3. The service provider may then proceed to send an additional SMS containing e.g. a download link.
4. The subscription service starts

4.4.2 Ordering via SMS shall be done according to the following instruction:

The user sends the first message to order a subscription service, **[Service] to 72xxx**.

The service provider confirms the order by sending exactly the following text in an SMS to the user. This SMS shall be at no charge for the user.

Du har beställt en prenumeration på [Service]. Pris xx kr/[time period or SMS]. För att bekräfta beställningen SMS:a [keyword] till 72xxx.

The user sends **[keyword]** to 72xxx.

The service provider sends exactly the following text to the user to confirm the order:

Du har startat en prenumeration på [Service]. Pris xx kr/[time period or SMS]. Skicka STOPP till 72xxx för att avsluta. Kundtjänst: 08-112233. [Service provider]

The service provider may then proceed to send an additional SMS containing e.g. a download link.

The subscription service starts

4.4.3 Ordering online via WAP shall be done according to the following instruction:

1. The user orders a subscription by clicking on a link on a WAP page. Information about the service shall be presented above and directly adjacent to a confirmation button or to another ordering function. The information shall contain:
 - a. Price for the service
 - b. Description of the subscription service which must include the word “prenumeration” (subscription)
 - c. Telephone number to the service provider’s customer service.
 - d. Name of the service provider alternatively the name of the service if that is clearer to the user
 - e. Location based services require consent as per paragraph 2 above.
2. The user is directed to a new page that only displays exactly the following message,

STARTA PRENUMERATIONEN (in capital letters)
xx kr debiteras abonnemanget 07xx-xxxxxx varje [time period]

And a confirmation button with the text **OK**

3. The service provider confirms the order by sending exactly the following text in an SMS to the user. The SMS shall be at no charge for the user.

Du har startat en prenumeration på [Service]. Pris xx kr/[time period or SMS]. Skicka STOPP till 72xxx för att avsluta. Kundtjänst: 08-123456. [Service provider]

4. The subscription service starts.

4.4.4 Ordering online via Web shall be done according to the following instruction:

1. The user orders a subscription service by entering his/her phone number on a website. Information about the service shall be presented above and directly adjacent to a confirmation button or similar ordering function. The information shall contain the following.
 - a. Price for the service
 - b. Description of the subscription service which must include the word “prenumeration” (subscription)
 - c. Telephone number to the service provider’s customer service.
 - d. Name of the service provider
 - e. Location based services require consent as per paragraph 2 above
2. The service provider confirms the order by sending exactly the following text in an SMS to the user. The SMS shall be at no charge for the user.

Du har beställt en prenumeration på [Service]. Pris xx kr/[time period or SMS]. För att bekräfta beställningen ange PIN-kod [xxxx]

3. The user is directed to a new site that only displays exactly the following message,

STARTA PRENUMERATIONEN (in capital letters)
xx kr debiteras abonnemanget 07xx-xxxxxx varje [time period]
Fyll i din PIN-kod här:

And a confirmation button with the text **OK**

4. The service provider confirms the subscription by sending exactly the following SMS to the user,

Du har startat en prenumeration på [Service]. Pris xx kr/[time period or SMS]. Skicka STOPP till 72xxx för att avsluta. Kundtjänst: 08-112233. [Service provider]

5. The subscription service starts.

4.4.5 Message in connection with content delivery

Every time a user is charged for a subscription service, an SMS must be sent to the user. This SMS shall contain information about the service and charged amount.

Once per month alternatively when 90 kr (SEK) accumulated spend has been reached (whichever comes first) an informational SMS shall be sent to the user. This SMS shall contain exactly the following:

Du har en pågående prenumeration på [Service]. Den kostar xx kr per [time period or SMS]. Skicka STOPP till 72xx för att avsluta. Kundtjänst: 08-112233. [Service provider].

4.4.6 Restrictions

The maximum amount for a subscription service is 1,200 SEK, which means that when the accumulated amount charged for the service has reached 1,200 SEK, the service shall be shut down and must be ordered again to be restarted.

The time period between two messages in a subscription service may not exceed one month.

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