

CPA GUIDELINES

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1 INTRODUCTION

This document, CPA Guidelines, is a common document between NetCom and Telenor Mobile and forms part of the Agreement between the Operator and the Customer. The Guidelines are an extension of the Agreement and therefore binding. The Operator has the right to change the Guidelines with 2 months' notice, unless the change already ensues from the Agreement with the Operator, current regulations or resolutions by the authorities.

1.1 Definitions

Customer	The Customer is the party with whom the Operator has the Agreement.
Operator	Provides the Customer with access, via a CPA Agreement, to distribution and payment of content services to the Operator's Consumers.
Consumer(s)	The Operator's subscribers or the subscribers of the Operator's distributor.

1.2 Document version

Version	Date	Description
1.1	2004-12-01	<ul style="list-style-type: none">The following sections have been changed/updated: 2.2; 3; 7.1; 8The following sections have been added: 2.3; 4"End user" has been changed to "Consumer".
1.0	2004-07-01	First version

2 LEGISLATION AND PRACTICE

The following is an account of some relevant legal areas linked to the Agreement, which the Customer has a duty to adhere to.

2.1 Protection of privacy

Background

The Personal Data Act (Norway) regulates the processing of personal data and is aimed at guarding against the protection of individuals' privacy being invaded through the processing of personal data.

Basis

The Personal Data Act (Norway) regulates the processing of personal data:

<http://www.lovdata.no/all/nl-20000414-031.html>

Important body of authority

One of the important bodies is the Data Inspectorate of Norway, see

<http://www.datatilsynet.no/>

Information and practice

The main rule is that the processing of personal data is notifiable pursuant to The Personal Data Act (Norway). Processing of sensitive information is, however, subject to a concession. The main rule is that consent must be obtained from the owner of the personal data before the said data can be processed by a business. Minors aged 15 years can

generally consent to their own data being obtained and used. For children under the age of 15, parents or guardians must always be contacted in order to give their consent on behalf of the child.

For more information, see: <http://www.forbrukerombudet.no/assets/1211/barn-personoppl.pdf> and <http://www.forbrukerombudet.no/index.db2?id=1185>

Images on the Internet, etc.: http://www.datatilsynet.no/dtweb/art_1341.html

2.2 Marketing

Background

The Marketing Control Act (Norway) provides general regulations on how businesses can market goods and services to consumers.

Basis

<http://www.lovdatabasen.no/all/hl-19720616-047.html>

Important body of authority

One of the important bodies is the Consumer Ombudsman in Norway, see <http://www.forbrukerombudet.no/>

Information and practice

Section 1 of the Marketing Control Act (Norway) prohibits businesses from carrying out actions that are unreasonable in relation to consumers, or which are otherwise contrary to good marketing practice. Marketing that does not adhere to provisions in other legislation for the protection of consumers may be regarded as being contrary to Section 1, first paragraph of the Marketing Control Act (Norway).

Section 2 of the Marketing Control Act (Norway) prohibits the use of "incorrect or otherwise misleading representation" in marketing where the representation is aimed at affecting the demand for the business's products. Section 3 of the Marketing Control Act (Norway) prohibits businesses from using representations that do not provide the consumers with responsible or sufficient guidance. Additionally, inducements must not be used in marketing such as extras or raffles/competitions in order to try and persuade the consumer to purchase a service (Sections 4 and 5).

Section 9a of the Marketing Control Act (Norway) gives the Consumer Ombudsman the power to prohibit agreement terms that are unreasonable to the consumers. Agreement terms that are contrary to invariable legislation will always be regarded as unreasonable and will as such be subject to Section 9a of the Act. Where terms conflict with invariable rights, it is a reasonable starting point that the contract conditions in standard contracts are considered with the statutory regulations as a norm for what is reasonable.

The Marketing Control Act (Norway) does not state any general prohibitions for marketing aimed at children, but does set certain limits for marketing aimed at children and young people. Section 1 of the Marketing Control Act (Norway) includes a norm regarding due care, and it takes less for this to be deemed infringed when the marketing is aimed at minors.

With regard to marketing aimed at children and young people, caution must therefore be exercised whereby neither their inexperience, good faith nor loyalty is exploited.

Information on products and services must be adapted to the age of the target group, so that children and young people are not misled. The younger the target group is regarded to be, the more stringent the consideration will be.

Whether a service is aimed at children and young people must be considered based on whether the services that are offered can be seen to be aimed at children and young people. When considering whether a service is aimed at children and young people, focus must be placed on whether the services are marketed, and whether the market channels are aimed at children and young people etc.

2.3 The Guardianship Act (Norway)

Background

The Guardianship Act (Norway) includes provisions on the ability of minors and other

persons under guardianship to enter into agreements with businesses.

Pursuant to Section 2 of the Act, minors cannot prevail over their own funds or bind themselves to legal transactions. Minors cannot contract debts, and cannot therefore in principle enter into agreements for the purchase of mobile content services where payment for these is invoiced in arrears through the telephone subscription. However, minors do have the right to undertake financial transactions by having funds at their disposal placed at the disposal of their guardian or other trustee. Young people over 15 years of age can also have their own earned income at their disposal.

This restriction in the agreement qualification means that more stringent requirements must be provided for terms that form the basis of an agreement with a minor, than for an agreement with parties of a legal age.

Basis

<http://www.lovdato.no/all/hl-19270422-003.html>

2.4 Lottery and gambling

Background

The principle in Norwegian law is that all forms of gaming are prohibited and can only be offered pursuant to positive legislation. The purpose of the legislation is to ensure that lotteries are arranged in satisfactory forms under public inspection, with a view to preventing negative social consequences from lotteries. Provisions are also included to ensure that lotteries can be a good source of income for social causes and humanitarian work.

Basis

The following laws permit and regulate the access to the gaming market:

Act of 1 July 1927 no. 3 concerning betting via totalisator (The Totalisator Act (Norway))

Act of 28 August 1992 no. 103 concerning gaming etc. (The Gaming Act (Norway))

Act of 24 February 1995 no. 11 concerning lotteries etc. (The Lottery Act (Norway))

The gaming regulated by the totalisator legislation and gaming legislation can only be arranged and offered by Norsk Rikstoto and Norsk Tipping respectively. The Lottery Act (Norway) applies to gaming that is not subject to the totalisator legislation or the gaming legislation.

Pursuant to Sections 5 and 6 of the Lottery Act (Norway), a lottery can only *"be held to raise income for a humanitarian or social cause"*. Furthermore, *"it is not permitted to hold a lottery without a licence"*. It is *"not permitted to market or promote lotteries that do not hold a licence"*, cf. Section 11 of the Lottery Act (Norway).

Important body of authority

One important body is the Norwegian Gaming Board, which is a directorate and regulatory body that supervises and regulates lotteries and gaming in Norway. The Norwegian Gaming Board, under the provisions of the Lottery Act (Norway), is qualified to take action against illegal lotteries.

Information and practice

Further information on the Norwegian Gaming Board and lotteries, which will be of vital importance to the Operator's interpretation of the Agreement and guidelines in applicable areas, can be found in the following:

Appendix 1 – The Norwegian Gaming Board's information for mobile content service providers.

Appendix 2 – The Norwegian Gaming Board: Is the competition a lottery?

www.lotteritilsynet.no

2.5 The General Civil Penal Code (Norway)

Amongst other things, the law with precedent tackles the situation when something is to be regarded as pornography in defiance of legislation, cf. Section 204. See

<http://www.lovddata.no/all/nl-19020522-010.html>

2.6 The Electronic Commerce Act (Norway)

This legislation regulates a number of issues relating to information society services (requirements for information, when does an agreement become valid, which countries' regulations shall be applied etc.): <http://www.lovddata.no/all/tl-20030523-035-0.html#1>

2.7 The Copyright Act (Norway)

This legislation deals with issues concerning rights. Important aspects here include rights to intellectual achievements that are used in services (music, text, images etc.): <http://www.lovddata.no/all/nl-19610512-002.html>

2.8 The Electronic Communication Act (Norway)

This legislation covers issues linked to electronic communication. Important aspects of this Act include confidentiality and use of traffic data, cf. the Personal Data Act (Norway) <http://www.lovddata.no/all/nl-20030704-083.html>

3 MARKETING OF CPA SERVICES

All marketing aimed at the Consumer shall be set out in a clear and distinct manner so that it is not misleading, ambiguous or inadequate. The Consumer shall be given the details he or she has reason to expect via marketing. This means that the Consumer must be made aware of all important conditions that are linked to the purchase prior to actually making the purchase.

The marketing of content services must not be aimed at children or young people where the content is unsuitable for this age group. For example, this applies to services with frightening, violent, erotic/pornographic content and similar.

With regard to all marketing and information concerning the services, the Customer has a duty to clearly inform the Consumer of the following:

1. The price of the service. For example, the cost of all content services on SMS and MMS shall be quoted "per message received" (or per ring tone, image etc. received).
2. With regard to the sale of Subscription services (see section 8.1), the following must be conveyed:
 - o that the service is a running agreement,
 - o whether the duration of the running agreement is limited or not,
 - o whether the subscription runs, for example, per day or per month, and whether the subscription is renewed automatically,
 - o whether the right to content services included in the subscription that are not used by the Consumer is terminated in the event of the subscription being renewed,
 - o the number of messages that the Consumer can expect to receive. Where this is not possible, the anticipated number must be given,
 - o the price of content services that are provided in accordance with the subscription.
3. With regard to Subscription services, the Consumer must be notified that the service can be stopped by sending "STOP" to the same Card number. The code word "STOP" must be used in all marketing when explaining how to stop a subscription service.
4. Any age restrictions that apply to the service must be given in all marketing.
5. The service provider.
6. Contact information and the telephone number of the Customer's Customer Service, or contact information and the telephone number of the service provider.
7. The Customer is not permitted to refer to the Operator's Customer Service without written agreement from the Operator.

8. Which telephone and configuration (where relevant) that the Consumer must have in order to receive the correct content.
9. If positioning by the Consumer is a part of the service, the Consumer must be informed in the marketing that the positioning takes place when using the service. Additionally, with regard to positioning services the Customer must obtain consent and fulfil the requirements that are described in the Personal Data Act (Norway), see section 2.1.
10. The following guidelines must be adhered to:
 - o With regard to WAP, the foregoing information must be provided directly in the WAP dialogue prior to the Consumer accepting the purchase and payment being made.
 - o In printed and similar media, all the foregoing information must be horizontal, explicit and easy to read.
 - o With regard to TV, Text-TV, the Internet and other similar marketing channels, the foregoing information must be horizontal, easy to read as regards size, colour and placing. Price details must be exposed for at least as long and in direct connection with the Card number. Otherwise, the price must always be quoted with the same informative effect as the Card number. On TV it is not permitted to show advertising features that are especially aimed at children, cf. Section 3-1 of the Broadcasting Act (Norway).
 - o With regard to radio, telephone and similar marketing channels, the foregoing information must be clearly stated when details are given or reference is made to a content service.

4 OBTAINING CONSENT TO SEND MARKETING

Receipt of marketing via SMS, MMS, e-mail etc. cannot be a condition of purchasing content services. Enticing consumers with access to free content services in return for their consent to receive marketing can also in certain cases be illegal. In this connection, a definitive assessment must be made of each concept/marketing initiative in order to determine whether such action is permitted.

Where the Consumer voluntarily gives his consent to marketing, the Customer can only distribute advertising in accordance with the explicit information that the Consumer has indicated in his consent declaration. The Customer cannot transfer his right to send marketing to the Consumer to a third party without the Customer giving his voluntary, informed and express consent to this.

Consent can only be obtained by the Consumer making a pro-active action to give consent after being informed of what this entails. This applies regardless of whether it is a child or adult that is being asked to give his consent, cf. the guidelines for obtaining and using personal data:

<http://forbrukerombudet.no/index.db2?id=975>

<http://www.forbrukerombudet.no/assets/1211/barn-personoppl.pdf>

With regard to whether a consumer wishes to give his consent to receive marketing via for example SMS, it is important to be aware that children and young people cannot consent to receiving direct marketing via e-mail, SMS, MMS etc. until they are 15 years old.

5 CUSTOMER SERVICE

- 5.1 The Customer undertakes to provide customer services for all services that are offered via the Card number quoted in the Agreement. Customer Service covering all services on individual card numbers must be accessible by the Consumer via telephone. The Customer must handle the Customer Service directly and cannot transfer the service. Complaints shall be processed within a reasonable period of time of the complaint being received. The practical aspects of all complaints must be dealt with. In the event that a complaint is not followed up, it is a minimum requirement that the standpoint in a complaint decision is substantiated and that the complainant's statement is answered to the greatest degree possible.

- 5.2 The minimum opening times must be from 9 am to 3 pm on weekdays.
- 5.3 The Customer Service must undertake communications in Norwegian.
- 5.4 When a caller tries to contact the Customer Service outside the opening times, information must be provided on the opening times. For example: Customer Service: 930 00 000, open weekdays from 9am to 3pm.
- 5.5 The cost to the Consumer of contacting Customer Services must not exceed ordinary mobile voice charges.
- 5.6 In the event that the Customer does not manage to resolve a complaint from a Consumer concerning payment, the Customer shall contact the Operator directly in order to solve the problem. Thereafter, the Customer shall without undue delay contact the Consumer.

6 PAYMENT

- 6.1 The Customer cannot accept payment via several payment transactions in connection with the delivery of a service. The Customer must therefore use defined charge bands and only receive payment once. For example, the Customer cannot use several payment transactions to exceed the highest defined rate.
- 6.2 The Customer cannot charge the Consumer for content services prior to the service being delivered to the Consumer's terminal. CPA SMS, CPA WAP and CPA MMS ensure the best possible method for the content services being delivered to the Consumer's terminal and that billing of the service does not take place where delivery fails. In other words, the Customer shall as a general rule use the CPA product that is linked to the interface where the content service is delivered to the Consumer's terminal. For example, the Customer cannot send a valued text message to the Consumer with a link/URL to a content service which the Consumer subsequently downloads via for example WAP; CPA WPA must be used here.
- 6.3 Subscription services and similar, where delivery of the service to the Consumer's terminal is equally secure as the CPA SMS, CPA WAP and CPA MMS solutions, may use CPA SMS as a billing solution. In these cases, the Customer shall document satisfactory uptime on request.
- 6.4 In the event that the Consumer does not have sufficient funds to cover his pre-paid account, or is blocked, the Customer cannot attempt a payment transaction or re-delivery, and the service is cancelled until a new service is ordered by the Consumer.
- 6.5 With regard to SMS containing help messages and error messages, or other general information, the maximum price shall be NOK 1. The Customer must notify the Consumer of the price of help and error messages where these are not free for the Consumer.

7 PAYMENT LIMIT

- 7.1 The Customer shall establish a payment limit whereby the Consumer cannot be charged for more than NOK 5 000 including VAT per calendar month on a Card number. The Consumer shall, free of charge, be given information via SMS that the limit of NOK 5 000 has been exceeded and that the Customer is not in a position to provide the Consumer with content services for the remainder of the relevant calendar month. For services aimed at children and young people under 18, the payment limit shall be set considerably lower than for adults. The Consumer Ombudsman in Norway may regard it as contrary to marketing legislation if a content provider does not set a limit of NOK 1 000 including VAT per calendar month for the purchase of services from a Card number.

8 SUBSCRIPTION AND ONE-OFF SERVICES

- 8.1 CPA content services can be divided into two groups; Subscription services, i.e. running agreements, and One-off services, which are services sold per unit. With regard to One-off services, a content service is delivered based on the Consumer's single order. Other services are basically Subscription services that can entail several content services based on the Consumer's single order (notification services, message services linked to chat rooms etc.).

- 8.2 All communication that the Consumer has in connection with a service shall only cover the use of one card number. Where the Consumer orders a service from a card number, all related messages shall be delivered via the same card number. The Customer is not entitled to transfer the Consumer from one card number to another. The Customer does have the right to use several card numbers or transfer the Consumer in the event that the Consumer is informed of this in advance and that it does not have consequences for the Consumer or Operator.
- 8.3 Consumers ordering Subscription services shall immediately receive an "information message" with the following information:
- o The service can be stopped by sending a text message with the code word "STOP".
 - o The service runs per X (month, year etc.) and is renewed/not renewed automatically.
 - o The duration of the Subscription.
 - o The price of the service and the individually received messages.
 - o The telephone number of the Customer's Customer Service.

Where other important terms are linked to the Customer's Subscription service, the information message must include these details.

- 8.4 All important terms and necessary information linked to the content service shall be included in the said information message. A link to another source of information, for example the Internet, is not sufficient. The price for the information to the Consumer shall not exceed NOK 1.

Example:

- o Welcome to ABC. Send STOP to 19xx in order to stop this service. NOK 5 per message received. The Subscription is renewed each month until it is terminated. Customer Service +47 22 33 44 55. This message costs NOK 1.

- 8.5 The Consumer must have the opportunity to read the content of the information message. The Customer shall send the information message as the first message, and then wait with the delivery of the Subscription service until the Consumer has had the opportunity to read the information message.
- 8.6 Too many sent messages to a Consumer within a short period of time (e.g. more than 4 received messages in a minute), will not be regarded as a useable service, and contrary to these guidelines. In order to avoid this, the Customer shall only offer services where the Consumer receives a limited number of messages within a specified period of time.
- 8.7 Some mobile phones do not show the card number on binary SMS (e.g. ring tones), which makes it difficult for the Consumer to identify or remember the service provider. Services that are delivered as binary SMS shall therefore not be provided as Subscription services.
- 8.8 The Consumer shall have the opportunity to stop a Subscription service by sending a text message with the code word "STOP" to a card number (not case sensitive). The Customer shall stop all Subscription services (on SMS, WAP, MMS etc.) immediately. If there are several active services, the Customer shall send information to the Consumer via SMS on the active services and information on how the Consumer can stop the individual services via SMS. The maximum consumer price for these text messages shall be NOK 1. When a Customer is no longer registered for a Subscription service, the Consumer shall receive a confirmation.
- 8.9 If the Customer receives the code word "STOPALL", the Customer shall immediately stop all Subscription services (SMS, WAP, MMS etc.) for this Consumer without further dialogue with the Consumer.

- 8.10 If a Consumer has received more than 20 messages since he last sent a message, the Customer shall stop the service immediately. If it is a Subscription service with a limited number of messages, e.g. 0-10 messages per week, there is no need to stop the service after 20 messages. For Subscription services that are marketed and sold to children and young people, a maximum limit of NOK 100 must be set for incurred costs. When this limit is reached, the service shall be stopped immediately. The Consumer must then sign a new agreement for the delivery where he wishes to use the service further.
- 8.11 When the Consumer has received 20 messages since the last information message was sent, the Customer undertakes to send a new information message with the same information as the start-up message.
- 8.12 A Subscription service shall cost a maximum of NOK 30 per message.

9 APPENDIX 1 – THE NORWEGIAN GAMING BOARD’S INFORMATION FOR MOBILE CONTENT SERVICE PROVIDERS

[See separate document]

10 APPENDIX 2 – THE NORWEGIAN GAMING BOARD: IS THE COMPETITION A LOTTERY?

[See separate document]