

CPA GUIDELINES

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1 INTRODUCTION

This document, CPA Guidelines, is a joint document shared by NetCom, Telenor Mobil and Tele2. Further more it is a part of the Agreement between the Operator and the Content Provider. The guidelines enhance the Agreement and thus are binding. The Operator has the right to change the Guidelines with two months notice, unless the change that is being made already follows from the agreement with the Operator, the body of regulations applicable at any point in time or the decisions of the authorities.

1.1 Definitions

Content Provider	The third party the Operator is entering into the CPA Agreement with.
Operator	Gives Content Provider access via a CPA Agreement to distribution and payment of content services for the Operator's Consumers.
Consumer	The Operator's subscribers or the subscribers of the Operator's Reseller.
One-time Services	Services sold by unit. For One-time Services, a service is provided based upon the Consumer's specific order.
Chat/Notification Services	Services where the recipient receives a number of notifications based upon the Consumer's specific order.
Subscription Services or Subscription	On-going agreements with payment per day, week, month, etc.

1.2 Document version

Version	Date	Description
1.2.3	2007-07-04	<ul style="list-style-type: none">• New chapter: 10• The chapter regulates age control
1.2.2	2007-02-19	<ul style="list-style-type: none">• The following chapters have been changed/updated: 3, 5, 8.1, 8.3, 8.6, 10• New chapters: 4, 6• New definitions in chapter 1.1<ul style="list-style-type: none">○ "Customer" was changed to "Content Provider"○ New definitions for types of services
1.1	2004-12-01	<ul style="list-style-type: none">• The following chapters have been changed/updated: 2.2, 3, 7.1, 8• New chapters: 2.3, 4• "End-user" was changed to "Consumer"
1.0	2004-07-01	First version

2 LAW AND PRACTICE

An account is given below of some of the relevant legal areas associated with the Agreement, which the Content Provider is obligated to adhere to.

2.1 Protection of privacy

Point of departure

The Norwegian Personal Data Act governs the handling of personal information, and has as its purpose the protection of the individual against personal privacy being violated through the handling of personal information.

Basis

The Personal Data Act governs the handling of personal information:

<http://www.lovdata.no/all/nl-20000414-031.html> (in Norwegian)

<http://www.ub.uio.no/ujur/ulovdata/lov-20000414-031-eng.doc> (English translation)

Important governmental body

Among the important governmental bodies is the Norwegian Data Inspectorate:

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

Information and practice

The primary rule is that reporting the handling of personal information is obligatory under the Personal Data Act. Handling of sensitive information has however been made subject to licensing. The primary rule is that consent must be procured from the owner of the personal information before such can be handled by a business. Minors who have attained 15 years of age can as a primary rule themselves consent to the procurement and use of their own personal information. For children younger than 15 years of age, parents or other guardians must as a rule 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> (in Norwegian) and

<http://www.forbrukerombudet.no/index.db?id=1185> (in Norwegian).

Pictures on the Internet, etc.: http://www.datatilsynet.no/dtweb/art_1341.html (in Norwegian).

2.2 Marketing

Point of departure

The Norwegian Marketing Control Act provides general rules for marketing by businesses as well as terms and conditions for their agreements with consumers.

Basis

<http://www.lovdata.no/all/hl-19720616-047.html> (in Norwegian)

<http://www.forbrukerombudet.no/index.gan?id=706> (English translation)

Important governmental body

Among the important governmental bodies is the Norwegian Consumer Ombudsman:

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

Information and practice

Section 1 of the Marketing Control Act forbids a business from undertaking actions that are unreasonable in relation to the consumers, or which in general violate good marketing practice. Marketing that is in violation of provisions in other statutes serving to protect consumers can be regarded as being in violation of section 1, first subsection of the Marketing Control Act.

Section 2 of the Marketing Control Act places a ban on making "incorrect or otherwise misleading representation" in the marketing if the representation is likely to influence the demand for the products of the business. Section 3 of the Marketing Control Act forbids businesses from using representations that do not provide adequate or sufficient guidance to the consumers. In addition, under the Marketing Control Act, premiums such as free additional gifts or a drawing/competition cannot be used in order to influence the consumer to purchase a service (sections 4 and 5 of the Marketing Control Act).

Section 9a of the Marketing Control Act gives the Consumer Ombudsman the legal authority to prohibit terms and conditions in agreements that are unreasonable with respect to the consumers. Terms and conditions that are in violation with mandatory legislation will always be unreasonable and thus will be framed by section 9a of the Marketing Control Act. If terms and conditions are in violation of non-mandatory law, it is a reasonable point of departure that the terms and conditions in standard contracts be assessed using those statutory provisions as a norm for what is reasonable.

The Marketing Control Act does not contain any general ban on marketing directed towards children, although it does place certain bonds on marketing directed towards children and youths. Section 1 of the Marketing Control Act contains a norm for due care, and it takes very little in order for this to be regarded as having been violated when the marketing is directed towards minors.

With marketing directed towards children and youths, caution must thus be exercised so that their inexperience, gullibility and loyalty is not exploited. Information about products and services must be adapted to the ages of the target groups so that children and youths are not misled. The younger the target group is, the stricter the assessment will be.

The extent to which a service is directed towards children and youths must be assessed on the basis of whether the services that are being offered can be said to be directed towards children and youths. In assessing the extent to which a service is directed towards children and youths, an emphasis must be placed on where the services are marketed, whether the marketing channels are directed towards children and youths, etc.

2.3 The Norwegian Guardianship Act

Point of departure

The Norwegian Guardianship Act contains, among other things, rules concerning the ability of minors and other people without legal capacity to enter into agreements with businesses.

Under section 2 of the Guardianship Act, minors cannot be in charge of their own funds or bind themselves in legal transactions. Minors cannot accumulate debts, and thus neither can they as a point of departure enter into agreements on purchasing mobile content services where payment for such is invoiced in arrears through the telephone subscription. Minors do however have the right to make financial dispositions by having money placed at their disposal by their guardian or others. Youths over 15 years of age are also able to have the income from their own work at their disposal.

This restriction on the legal competence to enter into contracts means that stricter requirements must be posed for terms and conditions that form the basis for an agreement with minors than for agreements with persons in full charge of their own affairs.

Basis

<http://www.lovdatab.no/all/hl-19270422-003.html> (in Norwegian)

2.4 Lottery and gambling

Point of departure

The point of departure in Norwegian law is that all forms of gambling are forbidden, and can only be offered with positive statutory authorisation. The purpose of the statutes is to ensure that lotteries are held in satisfactory forms under public supervision, with the intent of preventing the negative social consequences of lotteries, while at the same time arranging things so that lotteries can be a good source of income for humanitarian works as well as works of general public utility.

Basis

The following statutes open up and regulate access to the gambling market:

Act of 1 July 1927, No. 3, relating to pari-mutual wagering (Norwegian Totalisator Act)

Act of 28 August 1992, No. 103, relating to gambling, etc. (Norwegian Gaming Act)

Act of 24 February 1995, No. 11, relating to lotteries, etc. (Norwegian Lottery Act)

The games that the Totalisator Act and the Gaming Act govern can only be held and offered by Norsk Rikstoto and Norsk Tipping respectively. The Lottery Act applies to gambling games that do not fall under either the Totalisator Act or the Gaming Act.

Under sections 5 and 6 of the Lottery Act, a lottery can only "be held for the benefit of a humanitarian or socially beneficial aim." Furthermore, "it is prohibited to hold a lottery without a permit." It is "it is prohibited to engage in the marketing of or mediating lotteries for which no permit has been granted", cf. section 11 of the Lottery Act.

Important governmental body

Among the important governmental bodies is the Norwegian Gaming Authority, which is a directorate and supervisory body that administrates and controls lotteries and gambling in Norway. The Gaming Authority is given legal authorisation in the Lottery Act to react to unlawful lotteries.

Information and practice

More detailed information concerning the Gaming Authority and lotteries, which would be of essential significance to the Operator's interpretation of the Agreement with guidelines in the applicable area, appear here:

Appendix 1 – The Gaming Authority's orientation for suppliers of mobile content services

Appendix 2 – The Gaming Authority: Is competition a lottery)

www.lotteritilsynet.no

2.5 The Norwegian Penal Code

The statute with associated case law addresses, among other things, the relationship to the relationship to when something is to be regarded as pornography in violation of the law, cf. section 204. See:

<http://www.lovdato.no/all/nl-19020522-010.html> (in Norwegian)

<http://www.ub.uio.no/ujur/ulovdata/lov-19020522-010-eng.pdf> (English translation)

2.6 The Norwegian Electronic Commerce Act

The statute regulates some issues in relation to information society services (requirements for information, when an agreement has been entered into, what country's rules must be applied, etc.):

<http://www.lovdato.no/all/tl-20030523-035-0.html> (in Norwegian)

<http://www.ub.uio.no/ujur/ulovdata/lov-20030523-035-eng.doc> (English translation)

2.7 The Norwegian Copyright Act

The statute deals with issues of rights. What is important in this context are rights for intellectual work that are utilised in services (music, text, pictures, etc.):

<http://www.lovdato.no/all/nl-19610512-002.html> (in Norwegian)

<http://www.ub.uio.no/ujur/ulovdata/lov-19610512-002-eng.pdf> (English translation)

2.8 The Norwegian Electronic Communications Act

The statute addresses issues related to electronic communications. What is important in this context includes non-disclosure obligations and the use of traffic data, cf. here also the Personal Data Act.

<http://www.lovdato.no/all/nl-20030704-083.html> (in Norwegian)

MARKETING OF CPA SERVICES

All marketing directed towards the Consumer must be formulated in a clear and understandable manner such that it is not misleading, ambiguous or insufficient. The Consumer must receive the information through the marketing that he or she with reason expects to receive. What is meant by this is that the Consumer must gain knowledge of all significant conditions that are associated with the purchase before the Consumer chooses to make the purchase.

Content services must not be marketed to children and youths if such, due to their content, are not suitable for this age group. This applies for example to services with frightening, violent, erotic/pornographic content or the like.

In all marketing and information concerning the services, the Content Provider is obligated to clearly inform the Consumer of the following:

1. Price of the service. For example, the prices for all content services for SMS and MMS must be specified "per received message" (or per received ring tone, picture, etc.).
2. When selling Subscription Services or Chat/Notification Services, among other things, the following must be clearly stated:
 - that the service is an on-going agreement
 - whether the on-going agreement has a fixed term or an unlimited term
 - whether the subscription runs, for example, per day or per month, and whether the subscription is renewed automatically
 - whether the right to content services that are included in the subscription but which have not been used by the Consumer are lost when the subscription is renewed
 - the number of messages that the Consumer can anticipate receiving. If this is not possible, the expected number of number of messages must appear.
 - The price for content services that are being delivered under this subscription
3. If it is a Subscription Service or Chat/Notification services, the Consumer must be informed that the service can be stopped by sending STOP to the same Card Number. In all marketing, the code word STOP must be used for information on how a subscription service is to be stopped.
4. Any age limit for use of the service must be stated in the marketing
5. The supplier of the service.
6. Contact information and telephone number for the Content Provider's customer service, or contact information and telephone number for the supplier of the service.
7. The Content Provider does not have permission to use a reference to the Operator's customer service without a written agreement with the Operator.
8. Precisely what telephone and possible configuration the Consumer must have in order to have the content delivered properly.
9. If positioning of the Consumer is a part of the service, the Consumer must be informed in the marketing that positioning occurs with the use of the service. In addition, the Content Provider in the positioning services must procure consent and fulfil the requirements that are described in the Personal Data Act, see point 2.1.
10. The following guidelines must be followed:
 - In printed and similar media, all the above information must be horizontal, clear and easily readable.
 - On TV, Text-TV, the Internet and other similar marketing channels, the above information must be horizontal, easily readable with respect to size, colour and placement. Price information must be exposed for at least the same amount of time as the Short Code and in direct association with such. In addition, price must always be stated with equal message effect as the Short Code. On TV and radio it is forbidden to show/play on advertising presentations that are particularly directed towards children, cf section 3-1 in the Norwegian Broadcasting Act.
 - In radio, telephone and similar marketing channels, the above information must be clearly specified when information about, or reference to a content service is given.

4 INFORMATION WHEN PURCHASING ON WAP

On WAP, the information in chapter 3 must be given directly in the WAP dialogue before the Consumer accepts a purchase and payment occurs.

It is a minimum requirement that price be specified in parentheses on the link, if the Content Provider has detailed information on the same page or via a separate link.

If data traffic is not included in the price to the Consumer, the Consumer will receive information that the price of the data traffic will be a supplemental charge. For example: "In addition to the stated price there will be a supplemental charge due to the pricing of data traffic. If you are abroad, this is expensive to use due to data prices of the foreign operators."

If data traffic is included in the price to the Consumer, the Content Provider must state this. For example "The price includes data traffic and this is the total price that you will pay in Norway! If you are abroad you must pay an extra charge for data traffic, and this is relatively expensive due to data prices of the foreign operators."

5 PROCUREMENT OF CONSENT FOR DISTRIBUTION OF MARKETING

It cannot be made a condition for being able to purchase content services that the Consumer agree to receive marketing via SMS, MME, E-mail or the like. To entice the consumers with access to free content services in exchange for he or she consenting to receive marketing can also be in breach of the law in some cases. Here, a tangible assessment must be made of every single concept or marketing measure in order to determine the extent to which such a method is permitted

5.1 Active consent

If the Consumer actively gives his consent to marketing, the Content Provider may only distribute advertisements with respect to the clear information the Consumer was given at the time of the consent declaration. The Content Provider cannot transfer its right to send marketing to the Consumer to another without the Consumer having given voluntary, informed and express consent to such.

Procurement of support may only occur by the Consumer undertaking an active action in order to issue his consent after having been informed of what such would involve. This occurs regardless of whether it is a child or an adult from whom consent is being attempted to be obtained, cf. the guidelines for the procurement and use of personal information:

<http://forbrukerombudet.no/index.db2?id=975> (in Norwegian)
<http://www.forbrukerombudet.no/assets/1211/barn-personoppl.pdf> (in Norwegian)

With questions regarding whether a Consumer wished to give his consent to receive marketing via, for example, SMS, it is important to be aware that children and youths cannot themselves consent to receiving direct marketing by E-mail, SMS, MMS, or the like before attaining 15 years of age.

It must be possible at any point in time for a user to withdraw his consent by sending the message "STOP ADVERTISING" to the short code marketing or product information is being sent from. Reception of all receipts for "STOP ADVERTISING" must be free of charge.

5.2 Established customer relationship

In order for a Content Provider to be allowed to send out marketing via SMS or MMS to users, without the procurement of active consent, a customer relationship must have been established.

Due to changes in section 2b of the Marketing Control Act and different interpretations, the following specifics will apply for established customer relationships for the purchase, sale and marketing of CPA services.

Establishment of customer relationship:

A customer relationship can only be established based upon payable purchases/transactions from the same short code or mobile portal with respect to the following criteria:

1. *One-time services:* Three individual purchases must be carried out within 30 days in order for a customer relationship to have been established.
2. *Subscription services:* A Consumer must be a subscriber of a service for 30 continuous days in order for a customer relationship to have been established.
3. *Chat/Notification services:* Purchases must have been carried out during two isolated days within a 30-day period in order for a customer relationship to have been established.

Notification of creation of customer relationship:

Before a customer relationship has been established and before marketing or product information can be sent out, the Consumer must be notified via an SMS that a customer relationship has been created, what this involves and information concerning how one can cancel the customer relationship if the Consumer does not wish to receive marketing or product information.

Duration of customer relationship:

A customer relationship must have a maximum duration of 60 days after the last payable transaction. If the Consumer has not undertaken any activity after 60 days, the Consumer must be deleted from the address list automatically and not receive further marketing and product information.

Cancellation and termination of established customer relationship:

It must be possible for a user to end an established customer relationship by sending the message "STOP ADVERTISING" to the short code the marketing/product information is being sent from. The customer relationship must then be immediately terminated, and a quarantine of a minimum of six months must be given before a new customer relationship can be established. All receipts for "STOP ADVERTISEMENT" messages must be received at no charge.

Marketing associated with customer relationship:

With the sending out of marketing on the basis of a customer relationship, advertising may only be done for "equivalent services" that the Consumer has purchased. Content services with an age limit are regardless never to be regarded as "equivalent services" to content services with no age restriction. For marketing of erotic content, the Consumer must fulfil the requirement for a customer relationship for the purchase of erotic services.

Price of messages:

The receiving of all advertising messages, informational messages and receipts related to marketing must be at no charge to the Consumer.

REUSED MOBILE PHONE NUMBERS

Mobile telephone numbers are reused on an on-going basis in the mobile network and it is important that messages not be sent out to a new Consumer who has received a recycled mobile phone number. The Content Provider must hence delete all customer information if feedback from the Operator to the Content Provider shows that the Consumer has been permanently blocked, or if the Content Provider has not had a successful delivery to the Consumer in the course of two months.

In other words, a Content Provider has no right to send out Subscription, Notification or Advertising messages to the consumer if the Content Provider has not had a successful delivery of a message or payment transaction in the past 60 days.

7 CUSTOMER SERVICE

- 7.1 The Content Provider is obligated to have customer service for all services that are offered via the Short Codes that appear in the Agreement, including questions related to marketing, ordering, delivery and payment. Customer service for all services at one single Short Code must be able to be reached by the Consumer at one phone number. The Content Provider must handle customer service directly and cannot forward the customer service elsewhere. Complaints must be handled within a reasonable period of time after the complaint has been received. All complaints must be examined on the basis of the facts of the matter. If the complaint is rejected, it is a minimum requirement that the standpoint in the resolution of the claim be justified and that the allegations of the complaining party be responded to as much as possible.
- 7.2 The business hours must at a minimum be from 9 am – 3 pm on weekdays.
- 7.3 Customer service shall communicate in Norwegian.
- 7.4 Outside the business hours of customer service, when the number is called information must be given about the business hours. For example: Customer Service: 930 00 000, open 9 am – 3 pm weekdays.
- 7.5 The Consumer's cost for contacting customer service must not exceed an ordinary mobile phone rate for a call.
- 7.6 If the Content Provider does not manage to solve a complaint from the Consumer concerning payment, the Content Provider shall contact the Operator directly in order to solve the issue. Subsequently, the Content Provider will contact the Consumer without undue delay.

8 PAYMENT

- 8.1 Every payment transaction must be visible to the Consumer.
- 8.2 The Content Provider cannot be paid via multiple payment transactions in connection with the delivery of a service. The Content Provider must thus use defined rate classes and only take payment once. For example, a Content Provider cannot use multiple payment transactions in order to exceed the highest defined tariff.
- 8.3 In order to ensure that the Consumer receives the content paid for, the Consumer shall not be charged an additional time if the Consumer downloads the same content within one hour.
- 8.4 CPA SMS, WAP and MMS ensure in the best possible manner that the content services will be delivered to the Consumer's terminal and that the a charge for the service will not occur if the delivery is defective. The Content Provider must in other words as a general rule utilise the CPA product that is associated with the interface where the content service is delivered to the Consumer's terminal. For example, the Content Provider cannot send an SMS that is charged for to the Consumer with a link/URL to a content service that the Consumer later downloads via, for example, WAP, as in this case CPA WAP should be used.
- 8.5 Subscription services must use CPA SMS as a solution for billing charges. The Content Provider must in these cases, upon inquiry from the Operator, document that the Consumer is always able to utilise the service (for example, satisfactory uptime).
- 8.6 If the Consumer does not have sufficient money in his prepaid account, or if it is blocked, the Content Provider shall not attempt a new payment transaction or delivery once again and the service will be cancelled until a new service is ordered by the Consumer. If it is a Subscription Service, the Content Provider can make several attempts during the terms of the subscription, but max. one attempt per day per Consumer. If the Content Provider has not carried out the charging when the subscription period expires, the Content Provider cannot accumulate this amount into the next subscription period. If the Content Provider has not been able to charge during the course of two months, the Consumer must be deleted from this service, see chapter 6.
- 8.7 For SMSs that contain help messages, error messages or other general information, the maximum price must be NOK 1. Content Providers must inform the Consumer of the price for help and error messages if they are not free for the Consumer.

9 AMOUNT LIMITATIONS

- 9.1 The Content Provider must establish a limiting amount such that the Consumer cannot be charged for more than NOK 5000 incl. VAT per calendar month for a short code. The Consumer shall be given information at no charge via an SMS that the NOK 5000 limit has been passed, and that the Content Provider is unable to offer the Consumer concerned content services for the remainder of the applicable calendar month.
- 9.2 For services directed towards children and youths under 18 years of age, the amount limitation shall be set significantly lower than for adults. The Consumer Ombudsman can regard it as being in violation of the Marketing Control Act if the content providers do not set a limit of NOK 1000 incl. VAT per calendar month for the purchase of services from a short code.

10**END USER AGE**

- 10.1 The Content Provider must ensure that content considered inappropriate with regards to the end user's age, is not sold. This applies to frightening, violent, erotic/pornographic content and similar.
- 10.2 The Content Provider shall classify their content with minimum age.
- 10.3 If the content is classified as inappropriate for minors, the Content Provider shall control the end user 's age using the Operator's interface for age control.
- 10.4 If the age control shows that the end user is below minimum age, the transaction must be stopped and the content shall not be delivered to the end user

11 REQUIREMENTS FOR DIFFERENT TYPES OF SERVICES

CPA content services can be divided up into three groups:

- **One-time Services**, i.e. services sold per unit.
- **Chat/Notification Services**, i.e. services where recipients receive several messages based upon the Consumer's specific order
- **Subscription Services**, i.e. on-going agreements with payment per day, week, month, etc.

11.1 General requirements for all types of services

11.1.1 All communication the Content Provider has in connection with a service via SMS or MMS must only encompass the use of one Short Code. If the Consumer orders a service from a Short Code, all related notifications must be delivered to the same Short Code. Content Providers do not have the right to move the Consumer from one Short Code to another one. The Content Provider has the right to use multiple Short Codes or to move the Consumer if the Consumer is informed of such in advance and it does not have any consequences for the Consumer or the Operator.

11.2 Specific requirements for Subscription Services and Chat/Notification Services

11.2.1 The Consumer who orders **Subscription Services** or **Chat/Notification Services** must immediately receive a message with the following information:

- The service can be stopped at any time by sending an SMS with the code word "STOP"
- The service runs by week, month, etc. and is/isn't renewed automatically.
- Duration of the subscription.
- Price for the service and the individual messages received.
- Telephone number for the Content provider's customer service.

If there are further significant conditions associated with the Content Provider's service, the message must also encompass this information.

All significant terms and conditions and requisite information associated with the content service must be included in the above-mentioned message. A link to another information source, for example on the Internet, is not sufficient.

The price for the informational message to the Consumer shall at most be NOK 1.

Example: "Welcome to ABC. Send STOP to 19xx in order to stop this service. NOK 5 per message received. Subscription is renewed each month until it is cancelled. Customer service 22 33 44 55. This message costs NOK 1."

11.2.2 For each automatic renewal of Subscription Services, the Consumer must receive information on:

- the service
- supplier, customer service
- how to stop the service
- whether the subscription runs, for example, per day or per month, and whether the subscription is renewed automatically
- the price of the subscription

- 11.2.3 Some mobile telephones do not show a short code on binary SMSs (for example ring tones), which makes it difficult for the Consumer to identify or remember the supplier of the service. Services that are delivered as binary SMSs must thus not be delivered as Subscription Services or Chat/Notification Services – if the Consumer does not order this specific delivery.
- 11.2.4 The Consumer shall always have the possibility to stop any service by sending an SMS with the code word "STOPP or "STOP" to any Short Code (not case sensitive). The Content Provider must stop all Subscription Services (on SMS, WAP, MMS, etc.) immediately. If there are several active services, the Content Supplier must send information to the Consumer via an SMS concerning the active services and information on how the Consumer can stop the individual services via an SMS. The maximum consumer price for these SMSs shall be NOK 1. When a Consumer has stopped receiving a service, the Consumer must receive a confirmation.
- 11.2.5 If the Content Provider receives the codeword "STOPALL" or "STOPALL" then the Content Provider must immediately stop all Subscription Services (SMS, WAP, MMS, etc.) for this Consumer without further dialogue with the Consumer.
- 11.2.6 When the Consumer has received 20 messages since the last informational message was sent, the Content Provider is obligated to send a new informational message with the same information as in the start-up message.

11.3 Specific requirements for Chat/Notification Services

- 11.3.1 The Consumer must have the possibility to read the content in the informational message (see point 10.2.1) before the service starts. Content Providers must send out the informational message as the first message, and then wait to deliver until the Consumer has had the possibility to read the informational message.
- 11.3.2 Too many messages sent to a Consumer within a short space of time (for example more than 4 received messages in a minute) is not regarded as being a usable service, and is then in violation of these guidelines. In order to avoid this, the Content Provider must only offer services where the Consumer receives a limited number of messages within a specific space of time.
- 11.3.3 If a Consumer has received more than 20 messages since the Consumer last sent a message, the Content Provider shall stop the service immediately. If it is a Chat/Notification Service with a limited number of messages, for example 0-10 messages per week, the service need not be stopped after 20 messages.
- 11.3.4 For Chat/Notification Services that are marketed and sold to children and youths, a maximum limit of NOK 100 must be set for accumulated costs. Once this limit has been reached, the service must be stopped immediately. The Consumer must then enter into a new agreement on delivery if the person concerned wishes to continue to use the service.
- 11.3.5 A Chat/Notification Service must at the maximum cost NOK 30 per message.

12 APPENDIXES

- Appendix 1 – The Gaming Authority's orientation for suppliers of mobile content services
- Appendix 2 – The Gaming Authority: Is competition a lottery?

[See separate document]