English

The Framework Agreement for Mobile Content and Payment Services version 5.1 of 13. April 2011 has been updated to version 5.2 with the following amendments:

Following a constructive meeting between the Parties behind the Framework Agreement and several content providers held on June 1st 2011, the Parties has updated Framework Agreement for Mobile Content and Payment Services version 5.1 to version 5.2 with the following amendments:

1) Penalty for defining "Diverse" as Service Category for the Majority of the Services calculated per Contract Party

The parties behind the Framework Agreement has bilaterally committed themselves to the Consumer Ombudsman, "to give the customer an easy and cost-free access to receive information about in which of the 13 listed below service categories, the invoiced services belong." Therefore the parties have introduced fines for incomplete service categorisation so that the category "Diverse" is not specified by service category for the majority of digital services. See section 4.7.3

2) Amended Penalty for lack of information about "+ usage charge"

The lack of information about "+ usage charge" now imposes a fine of DKK 500.

Previously, the penalty was DKK 3,000.

- DKK 500 for lack of information about "+ usage charge"
- DKK 3,000 for other minor offenses and
- DKK 6,000 for major violations

See section 4.7.1

3) Maximum Amount for total Purchases per Service aimed at Children and young People

By November 1st, 2011, a maximum amount of DKK 250 per month for total purchase per service aimed at children and young people is introduced – regardless of service type. See **section 12: Maximum Amounts**.

4) Maximum Amounts for Services, where a Collection service is combined with a Competition

If a collection is combined with a competition with collection being the purpose, the total premium rated amount can be up to DKK 150 per service per telephone number per day. Each transaction must not exceed DKK 25. This amendment means that the marketing of such a service is no more limited to nationwide radio or television. See **section 12 Maximum Amount**

5) Requirements for Continuous Subscription Services for DKK 0, which after a trial lead to Premium Rated Billing

Continuous subscription services for DKK 0, which eventually lead to charging, shall meet the usual requirements for the purchase of any mobile content and payment service. It should be noted that at the transition to charging, the end-user has to give an active consent prior to accepting the purchase. **See section 16.1.2 3)**

6) Clarification of the "required information on TV"

A clarification of the information required when marketing a service on TV has been made. The actual service type must still be disclosed in connection with the broadcast, but the amendment states that this information does not need to shown on the screen. **See Section 14.2.3.1**

The Framework Agreement for Mobile Content and Payment Services version 5.0 of 1. May 2010 has been updated to version 5.1 with the following amendments:

General changes and clarifications

- Under Section 7 "Responsibility for the content and advertising of services", a clarification has been made: " Attention is drawn to services aimed at children and adolescents (under 18). The total amount for the purchase of this service shall not exceed what children and young people are expected to possess. " The intention is to ensure better protection of children and adolescents.

- Under "About" in the right column, we have introduced an "Archive", where the former official versions of the Framework Agreement for Mobile Content and Payment exist.

- Under "About" you find all of the "Quarterly Reports to the Consumer Ombudsman."

- It is now possible to print each web page of the Framework Agreement for Mobile Content and Payment Services.

Other changes

- In section 14.2.3.2. regarding information requirements for the donation services in the radio, it has been clarified that "When marketing donation services on the radio, the provider's address and phone number can be omitted if the organization has been approved. However, the provider's name, address and telephone number must appear in the return SMS. " One example is shown in section 17, "Examples" section 2AA

- Section 14.2.3.2. regarding information requirements on the radio:
The sentence "If the service is offered by anyone other than the channel provider itself, the name of the service provider must be notified orally, for example Lalandia" has now been expanded with the following sentence: " .. Regardless of service type, the provider's name in this case must be given orally, while all other mandatory provider data as specified in section 14.1.1 must be provided in all written communication intended for the end user. "

- Examples of single and subscription type services at 0 DKK have been inserted in section 17 "Examples"

- A clarification that continuous subscription type services must not be offered to minors has been made in section 8 under 16.1.2 as follows: "Services intended for children and adolescents (under 18 years) must not be offered as continuous subscription type services."

- Cancellation of continuous subscription type services is now exempted from section 16.1.1 6) as follows:
"6) The end user must be able to unsubscribe from the service on the same medium and with the same ergonomics as when the registration is done. Exemption from this rule is continuous subscription-type services, where the cancellation must take place as described in Section 16.1.2 10)."

• Network Operators and gateway providers have developed common standards for handling situations where one MSISDN is transferred to a new customer. It is now required that any charging of subscription-type services and any subscriptions related to the former client shall automatically cease prior to further transfer of the MSISDN. This requirement applies to both former customers with prepaid cards and subscription customers. Effective: 1 June 2011

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Parties, preamble and scope

Parties, preamble and scope

1. Parties

This Agreement has been entered into by the following mobile operators:

- HI3G Denmark ApS
- TDC A/S
- Telenor A/S
- Telia Danmark

- hereinafter called "the Parties" collectively and "Operator" individually.

1.1 Inclusion of new parties in the Agreement

Mobile operators may enter into this Agreement by submitting a request to the Director of TI (the Telecommunication Industries Association in Denmark (Telekommunikationsindustrien)). On receipt of such request, TI shall without undue delay submit the agreement for signature, and on receipt of the signed agreement, notify the Parties.

2. Preamble

The purpose of the Agreement is to establish a framework for the provision of mobile payment systems for use with premium rated services and products, with the intention of supporting market growth, innovation and consumer protection.

Furthermore, the purpose of the Agreement is to guarantee a transparent market for such premium rated services and products, with standardised and correct communication to the consumers.

The Parties undertake to apply the rules set out in this Agreement to the provision of mobile payment systems in relation to premium rated services and products.

With reference to the "European Framework for Safer Mobile Use by Younger Teenagers and Children", the Parties undertake the following:

•to offer parents the possibility of customising their children's mobile phone access,

•to offer advice and easy access to information about the use of mobile telephone services and the steps that parents can take to ensure that their children use the services more safely,

•to encourage customers who are parents to talk to their children about how they should handle the problems that can occur when using mobile telephone services,

•to ensure that the customers can quickly access systems allowing them to report potential security problems,

•to contribute to relevant information initiatives aimed at raising customer awareness of security.

This Agreement does not oblige the Parties to offer charging and mobile payment systems in relation to premium rated services and products.

When this Agreement is signed by the respective Parties, it shall replace the "Framework Agreement for Mobile Content and Payment Services (Rammeaftale for mobile indholds- og betalingstjenester) V4.0 of 1/6/2010" including annexes.

3. Scope

The Agreement, including the maximum amounts laid down therein, is not applicable to general usage charging, telephone subscription payments, payments for USO services, the sale of telephony services, etc., from the end user's own mobile company, including

- electronic communications networks and services as set out in section 1 and sections 14-241 of the Danish Executive Order on the Provision of Communications Networks and Services (Udbudsbekendtgørelsen),
- information and content services, with integrated charging in number series set aside by the Danish National IT and Telecom Agency (IT- og Telestyrelsen) for information and content services (formerly "service 900" services),
- 3-digit short codes in the 11c number series used for provision of USO services or special services essential to society, cf. the services set out in section 26(i) and (iii) of the Danish Act on Competitive Conditions and Consumer Interests in the Telecommunications Market (lov om konkurrence og forbrugerforhold på telemarkedet),
- 4-digit short codes in the number series 18cd, which may only be used for access to a combined access portal to public authorities, directory enquiry services, for provision of services essential to society and provision of shared services of special consumer or social significance associated with the provision of electronic communications networks or services, cf. section 26(ii), (iii), (iv) and (vi) of the Danish Act on Competitive Conditions and Consumer Interests in the Telecommunications Market (lov om konkurrence- og forbrugerforhold på telemarkedet).

Note:

1) Danish Executive Order on the Provision of Communications Networks and Services (Bekendtgørelse om udbud af elektroniske kommunikationsnet og –tjenester), No. 1031 of 13 October 2006.

2) Danish Act no. 784 of 28/07/2005 on Competitive Conditions and Consumer Interests in the Telecommunications Market (Lov nr. 784 af 28.07.2005 om Konkurrence- og forbrugerforhold på telemarkedet) cf. Consolidated Act No. 780 of 28/06/2007: "Section 26 Within the overall Danish numbering plan, short codes may exclusively be designated for the following purposes... (iii): Provision of directory enquiry services included under the universal service obligation, cf. section 16(2)(v), as well as provision of special public services."

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Definitions

Definitions

A **subscription-type service** shall mean a service that is not supplied as a stand alone service that immediately follows the purchase.

Application codes shall mean SMS-C or MMS-C short codes.

Payment services shall mean **physical goods and services** that are not supplied in digital form to the telephone or other digital medium, for example train or cinema tickets, vending machine purchases, magazines.

Digital content services shall mean services that are supplied in digital form to the telephone or other digital medium, for example ringtones, wallpapers, SMS polls.

A **continuous subscription** shall mean a subscription that does not have a termination date and which does not need to be re-ordered. A continuous subscription-type service carries on until the customer actively submits a termination request to the provider or sends an SMS to the content provider with a "stop" command containing the text "keyword STOP" or "STOP keyword". The period of notice shall not exceed 30 days. The customer shall be expressly informed that the service in question is a continuous subscription-type service.

Appeals shall mean appeals for religious communities or churches, funds, associations, foundations and institutions, etc. authorised under section 8A(2) or section 12(3) of the Tax Assessment Act ("ligningsloven").

Similar services shall mean services of the same kind offered by the same content provider on the same technical platform and advertised in the same medium.

MMS shall mean Multimedia Messaging Service in accordance with the 3GPP Technical Specifications, whereby a multimedia message can be sent and/or originated from compatible communications equipment connected to the systems of mobile operators.

MMS-C (Multimedia Message Service Centre, also called MMS-R, Multimedia Messaging Service Relay) shall mean the function used to exchange an MMS between mobile operators.

MMS MO (Mobile Originated) shall mean mobile originated MMS.

MMS MT (Mobile Terminated) shall mean mobile terminated MMS.

In the following, "**mobile originated message**" and "**mobile terminated message**" are used as generic terms for mobile originated SMS and MMS and mobile terminated SMS and MMS, respectively.

Mobile operator (operator) shall mean an enterprise with a licence to establish and operate a radio infrastructure for mobile communication in Denmark, or a mobile virtual network operator which has entered into an MVNO agreement with one of the above mobile operators.

Mobile company shall mean the company with which the end user has a customer relationship, and which handles payments via the mobile telephone bill and/or payments via mobile pre-paid solutions.

End user shall mean post-paid customers and pre-paid customers. In the case of post-paid, the end user is the adult customer with whom the mobile company has entered into a special agreement (subscription agreement). Post-paid customers are liable under the terms of the agreement and are liable to pay even if use of the mobile telephone has been transferred to a third party. In the case of pre-paid, the end user is the customer who owns a SIM card issued by the mobile company, and who can (re)load the SIM card with pre-paid talk time in accordance with the agreement with the mobile company. Pre-paid customers are liable under the terms of the agreement, even if use of the mobile telephone has been transferred to a third party.

SMS-C shall mean the function used to forward and store-and-forward an SMS message between mobile operators.

SMS MO (Mobile Originated) shall mean mobile originated SMS.

SMS MT (Mobile Terminated) shall mean mobile terminated SMS.

TI shall mean the Telecommunication Industries Association in Denmark (Telekommunikationsindustrien), Vesterbrogade 1C, 3., DK-1620 Copenhagen V, **www.teleindustrien.dk**.

Premium charging shall mean the ordering of services and products with associated payment via SMS, MMS, WAP or other charging medium, with payment done via the mobile telephone bill. The mobile subscriber being liable for the payment due, or the payment being transferred using a mobile pre-paidmethod.

Service type shall mean the general category of a service. Examples include: polls, tickets, competitions, charitable appeals, vending machine purchases, etc.

Content provider shall mean a provider of premium services and products.

The **Executive Order** shall mean the **Danish Executive Order on the Provision of Communications Networks and Services** (Bekendtgørelse om udbud af elektroniske kommunikationsnet og -tjenester), No. 714 of 26 June 2008.

Product name shall mean a unique designation under the specific application code for premium services and products being ordered.

A **durable medium** shall mean a medium with content that can be reproduced within a relevant period. The following media can be used as durable media: e-mails, letters, SMS messages or a web site that is locked for one year.

Adult content shall mean legal content going beyond the content provisions.

WAP shall mean data received on a mobile terminal by means of the Wireless Application Protocol, which standardises the way in which mobile terminals can be used for Internet access.

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Right of withdrawal (cooling-off period)

Right of withdrawal (cooling-off period)

3.1. Prior to purchase

Information about the right of withdrawal shall be provided prior to each purchase. If the end user chooses to exercise his/her right of withdrawal, the end user is not required to pay for the product or service provided.

In principle, the customer has a 14-day right of withdrawal.
However, as a content provider, you may choose a:

- 14-day right of withdrawal
  In principle, the customer has a 14-day right of withdrawal. The period starts on the day on which the agreement was concluded.
- Waiver of right of withdrawal
  With the active agreement of the customer, the right of withdrawal may be waived.

No information about the right of withdrawal

If no information or inadequate information is provided, the customer's right of withdrawal is extended by up to three months.

3.2. After purchase

If, when purchasing subscription-type services, the customer has actively agreed to waive the right of withdrawal, the end user shall be informed thereabout.

3.3 Exceptions

A number of agreements are excepted from the provisions relating to the right of withdrawal. Examples include:

- Vending machine purchases, e.g. drinks, bought from a vending machine
- Charitable appeals
- Transport, e.g. removals and trips by air, bus, rail, taxi, etc.
- Accommodation, e.g. stays in hotels, hostels or camp sites, cottage rentals
- Food, e.g. restaurant visits and take-away deliveries (catering)
- Recreational leisure activities, e.g. cinema visits, theatre performances, concerts, sporting events, etc.

3.4. What the right of withdrawal means in practice

3.4.1 How does the customer withdraw?

Before the end of the cooling-off period, the customer must notify the provider that the customer is withdrawing from the Agreement. If the customer wants to provide notification in writing – for example by letter or e-mail – the customer simply sends the notification before the end of the period. To prove that the customer has withdrawn from the agreement in time, the customer can send the letter by registered post and keep the proof of posting.

Notification that the customer is withdrawing from the Agreement must be sent to the relevant content provider.

The fact that the provider has delivered the service in full or in part does not affect the customer's right of withdrawal unless the customer expressly agreeds that the service could be provided at a specified time before expiry of the right of withdrawal. In such cases the right of withdrawal only applies until this time.

The following shall apply to subscription-type services:

In this case, the right of withdrawal shall apply from the date on which the customer receives confirmation on a durable medium. For example if the customer orders a service on Monday 1st and receives the above information at the same time, the cooling-off period runs until Monday 15th. If the customer does not receive the information until later, for example Wednesday 3rd, the cooling-off period runs until Wednesday 17th. If the period expires on a public holiday, a Saturday, Danish Constitution Day (5 June), 24 December or the 31 December, the customer may wait until the following working day.

For goods and services delivered outside the telephone:

In this case, the right of withdrawal shall apply from the date on which the goods are delivered to the customer.

[Additional text may be added, for example:

"After exercising the right of withdrawal, it is unlawful to use or transfer the purchased services and any breach is an offence."]

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Supervision and sanctions

Supervision and sanctions

The **Parties** to this Framework Agreement undertake the following:

1) to have an agreement with a separate unit, which is independent of the Operator's financial interests and day-to-day running, to perform ongoing random samplings to ensure that the premium services provided over the Operator's network comply with the relevant legislation and the Framework Agreement, in such a way that the checks meet the requirements below,

2) to ensure that the Framework Agreement and the legislation in general is adhered to by the Parties, including content providers, with which the Operator enters into agreements relating to the usage rights for application code used in the advertising or offering of premium services,

3) to ensure that the Parties with which the Operator enters into agreements relating to the usage rights for application code require that such agreements, in the event of transfer of such usage rights for application code, stipulate that the Party in question must adhere to the Framework Agreement and the legislation in general,

4) to review its own operations to ensure that a premium service adheres to the Framework Agreement and the legislation in general, on its own initiative where there is a particular reason for doing so or following an approach by end users or others.

4.1. Purpose of supervision

The purpose of appointing an impartial unit is to carry out a specified number of random samplings of all mobile content services offered on the Danish market, and to investigate whether the random samplings adhere to the applicable legislation and the Framework Agreement for mobile content and payment services in force from time to time.

The impartial unit shall investigate a representative percentage of the services offered calculated based on the number of errors in the most recent six-month period, on the basis of 125 random samplings per quarter.

The random samplings shall be distributed as follows: 1/3 new services and 2/3 existing services. New services are defined as services that have not been investigated before.

The random samplings shall cover the entire offering of mobile content services, such that all the various forms of mobile content services are checked and the various forms of advertising media and providers are checked.

In other words, the random samplings shall include all types of premium services, including the Operator's own services, and they shall cover services advertised in all forms of media including Internet, TV and print, concentrating particularly on high-visibility services. In addition, services shall be checked if there is a particular reason to doubt the actual content of the service.

Certain random samplings are carried out outside normal office hours, including random samplings of competitions, etc. linked to TV broadcasts.

The majority of the random samplings shall be carried out with regard to the following points in the Framework Agreement:

- **Adult content**
- **Maximum amounts**
- **Content provisions**

The impartial unit shall carry out retests of services depending on any identified breaches of the Framework Agreement and the applicable legislation. As a rule, retests shall take place about one week after the breach is notified to the Operators.

As a rule, the impartial unit shall retest all services found to be non-compliant as well as services of the same type provided by the same content provider on the same platform and advertised in the same medium.

4.2 Documentation and reporting

The impartial unit shall ensure that the random samplings and documentation are uniform and consistent, and, for each random sampling, shall provide a substantiated assessment of the degree of compliance of the service with the relevant legislation and the Framework Agreement.

The impartial unit may obtain all relevant charging data and similar significant information at short notice from the agreed points of contact of all the Operators. The Operators shall provide such information without undue delay.

If the impartial unit identifies any breaches of the legislation or material provisions of the Framework Agreement, it shall immediately notify the Operators. Such notification shall contain a unique identification of the service and the random sampling, relevant documentation (e.g. advertising material and charging data) and a substantiated assessment of the service's breach of the legislation and the Framework Agreement. The notification shall be sent by e-mail or fax.

The impartial unit shall report to the Operators in writing every quarter. The quarterly report shall contain an overview of all random samplings carried out, details of compliance with the legislation and the Framework Agreement, and, if applicable, those areas in which the regulations have been breached.

4.3 The Operators' obligations relating to the Danish Consumer Ombudsman (Forbrugerombudsmanden) and reporting

On the basis of the impartial unit's quarterly report, the Operators shall prepare their own quarterly report, adding details of the investigations into premium services that they have carried out themselves. The report shall also contain the steps taken by the Operator where breaches were identified. The report shall be sent to the Danish Consumer Ombudsman (Forbrugerombudsmanden), who may release the details to the public.

4.4 Major breaches of the Framework Agreement

The following three types of breach shall always be regarded as major breaches:

1) Services with adult content, as described in this Agreement with the exception of erotic content, if offered through the 16 series in accordance with the relevant rules.

2) Breach of maximum amounts as follows

a) Breach of any maximum amounts in the Framework Agreement (DKK 12/75/150/200/225)

b) Inadequate price information

c) Premium rated charging of received chat messages

d) Premium rated charging of service notices

e) Inadequate termination procedure for subscription services subject to separate premium charging

3) Inadequate correction or blocking of an identified breach within the period specified by the Operator, regardless of whether the breach is major or minor.

4.5 Sanctions for major breaches

The Operators in the Framework Agreement shall apply the following sanctions if the Framework Agreement is breached.

If the content provider has committed a major breach, the Operator shall immediately suspend access to its mobile network for the services of the content provider.

If the content provider has transferred the right of use of the application code to a third party, who committed the breach, the content provider is required to suspend access for the services of the party in question. The Operator shall be informed in writing. If the content provider fails in this obligation, the Operator may suspend access for the content provider's codes.

Access to the service is restored when the Operator has been shown evidence that the relevant breach has ended.

If the same content provider commits a breach of the same kind, i.e. the same type of breach, within 12 months, the Operator shall immediately suspend access to the content provider's service. If the content provider has transferred the right of use to a third party, who committed the breach, the content provider shall suspend access for such third party. The Operator shall be informed in writing. If the content provider fails in this obligation, the Operator may suspend access for the content provider's codes.

Following such repeated breaches, access to the service shall not be restored until at least 30 days have passed since the date of suspension.

The Operator and the content provider shall ensure by means of their agreement that the services that are advertised in breach of the Framework Agreement are suspended. Sanctions shall be applied to those who advertise the service and declare names and addresses in accordance with the Danish Consumer Contracts Act (forbrugeraftaleloven).

If two business units within the same group of companies each separately advertise a service in the unit's own name and each separately commit two serious breaches, and the type of breach is the same in both units, the Operator shall require its contracting party to suspend the entire service offering from the group of companies for 30 days.

Details of the scope and the period of the suspension shall in all cases be passed to the other Operators and may be published on www.rammeaftalen.dk.

4.6 Minor breaches

Minor breaches are clear and simple breaches of applicable rules.

The following types of breach shall always be regarded as minor breaches:

1) Inadequate information – for example the name, address and telephone number of the content provider

2) Inadequate information on a durable medium

3) Inadequate information about the right of withdrawal

Inadequate correction of a minor breach shall be regarded as a major breach.

4.7 Penalties

4.7.1 Penalties based on service

For each breach of the Framework Agreement identified in a random sampling, a penalty shall be imposed upon the relevant content provider by the Party to the Framework Agreement in whose telephones the random sampling took place.

- DKK 500 for lack of information about "+ usage charge"
- DKK 3,000 for minor breaches
- DKK 6,000 for major breaches

All prices are excluding VAT.

The penalty shall be collected by the Party to the Framework Agreement in whose telephones the random sampling took place.

4.7.2 Penalties based on contracting party

An error rate is calculated on the basis of the total number of breaches by the contracting parties of each Operator, indicating the number of services with errors in relation to the number of services tested by the impartial unit. The error rate is fixed for the following six months at a time. At present, the maximum error rate is 50 per cent of the total number of services tested per contracting party.

The parties submit monthly statements to each contracting party. The statements show the random samplings regarding the contracting party in question conducted by the independent entity

If the error rate is exceeded for a three-month period, the contracting party shall be liable for a penalty of DKK 3,000 for each of the contracting party's services that are tested in that period. If the minimum 10 services have not been tested in the relevant quarter, the process shall wait until at least 10 services have been tested, after which the error rate is calculated for the period as a whole.

Penalties applied under this point shall be used to promote the content and payment market in Denmark, for example for educational activities. The Parties to the Framework Agreement shall decide in detail how the funds are to be used.

Collections as described in 4.7.2. shall be carried out and paid into an account for the stated purpose.

4.7.3 Penalty for defining "Diverse" as Service Category for the Majority of the Services calculated per Contract Party

The parties behind the Framework Agreement has bilaterally committed themselves to the Consumer Ombudsman, "to give the customer an easy and cost-free access to receive information about in which of the 13 listed below service categories, the invoiced services belong." Therefore the parties have introduced fines for incomplete service categorisation so that the category "Diverse" is not specified by service category for the majority of digital services.

Period	Percentage share of correct categorization per contract party	Fine
1.Sept. 2011- 31. Oct. 2011	Minimum 50%	DKK 1000
1.Nov. 2011 – 31.Dec. 2011	25%	DKK 2000
1.Jan. 2012 – 29.Febr. 2012	Minimum 10%	DKK 3000

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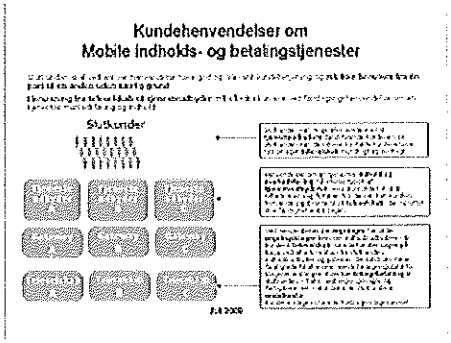
Customer service

The customer shall receive high-quality, relevant customer service for each enquiry and shall not be transferred from one party to another unless there is a particular reason for doing so. Transfers from telephone companies to service providers may only take place at the time of initial enquiry about the advertising and content of the service.



The end user's mobile company is required to handle customer enquiries. Enquiries relating to registration and billing for content services (billing and account issues on which the mobile company may be assumed to have an influence) shall be handled by the mobile company.

Enquiries relating to advertising, the agreement, the delivery and the actual content of the content service may be referred by the mobile company directly to the content provider, the end user having been informed that he/she may contact the mobile company again in the event that the content provider does not provide a satisfactory response to the enquiry.

In its agreement with the content provider, the mobile operator shall require the content provider to handle customer enquiries. Enquiries relating to advertising, the agreement, the delivery and the actual content of the content service shall be handled by the content provider. Enquiries relating to registration and billing for content service (billing and account issues on which the mobile company may be assumed to have an influence) may be referred by the content provider directly to the end user's mobile company.

The content provider shall offer customer service as follows:

- By telephone
- In Danish
- On a Danish telephone number
- Open and staffed at least four hours a day on weekdays.

The mobile operator shall further require the content provider to make the necessary data and resources available to the mobile operator.

The mobile company is required to suspend collection of a disputed amount in the period from receipt by the mobile company of a written complaint until the mobile company has notified the customer of its decision in writing. This shall apply regardless of whether the complaint relates to deliverables provided by the mobile company or the content provider.

The mobile operator is required to enter into any agreements necessary in order to implement the above provisions with the relevant parties, including providers of network services, where the mobile operator is not the customer's mobile company, and service providers.

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6. Application codes

The operator to which the application code has been assigned may enter into an agreement with a content provider relating to the right to use the relevant application code on the Operator's network. In the agreement on the right to use the application code the Operator may require that the application code is made available for use by end users on the mobile network of one of the Parties within a specific period. The Operator shall not make the conclusion of an agreement on the right to use an application code dependent upon the simultaneous conclusion of an agreement on the supply of other services, including an agreement on the product name and the use of the application code on the Operator's network.

Other Parties undertake not to use or enter into an agreement on the use of the same application code with content providers other than the content provider having entered into a usage agreement with the Operator to which the application code was assigned.

Where the content provider wishes to be able to use the application code in the networks of one or more of the other Parties, the content provider shall enter into a separate agreement with each of the Operators.

The Parties undertake to enter into an agreement on the right to use an application code, or an agreement on the use of a product name and the associated price point, under terms that adhere to the provisions in this Agreement.

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Responsibility for the content and advertising of services

When advertising and selling premium services and products, the content provider is responsible for adhering to the applicable legislation, including the Danish Marketing Practices Act (Markedsføringsloven) and the Danish Consumer Contracts Act (Forbrugeraftaleloven), in particular the obligations arising out of the provisions on distance selling in the Danish Consumer Contracts Act (Forbrugeraftaleloven). Reference is also made to the Danish Consumer Ombudsman's currently applicable Guidelines on Children, Young People and Marketing Practices (Forbrugerombudsmandens vejledning om Børn, Unge og Markedsføring).

The Operator is required to ensure that the content providers with which the Operator enters into agreements are aware of the requirements arising out of the Framework Agreement in force from time to time.

It should be noted in particular that when advertising services or engaging in any other form of communication relating to the services, the content provider shall quote the price for using the service (premium rated charging), and shall specify that the end user is also required to pay the Operator's end user price for traffic relating to use of the service.

Attention is drawn to services aimed at children and adolescents (under 18). The total amount for the purchase of this service shall not exceed what children and young people are expected to possess

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Minimum offering of price points

The following price points, including VAT, may be used as a minimum for all operators:
• DKK 0.00 – 10.00: All intervals of DKK 0.50
(0.00/0.50/1.00/.../10.00).

• DKK 11 – 30: All whole DKK amounts.
(11/12/13/.../30).

• DKK 35 – 80: All whole DKK amounts ending 0, 5 and 9.
(35/39/40/.../75/79/80)

• DKK 89 – 200: All whole DKK amounts ending 0 and 9.
(89/90/99/.../190/199/200)

• DKK 209 – 225: The following whole DKK amounts:
(209/210/219/220/225).

For charitable appeals, the following price points excluding VAT may be used:
• DKK 0-25: All whole DKK amounts ending 0 and 5.
(0/5/10/.../25)

• DKK 30 – 150: All whole DKK amounts ending 0.
(30/40/50/.../150)

A party to the Agreement may offer additional price points, subject to the applicable maximum amounts. (See "Maximum amounts").

The amount charged shall be identical to the advertised amount, i.e. the advertised amount shall not be split into more than one charge.

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Breach by service provider

The Operator is entitled, on its own initiative or following an approach by end users or others, to review a premium service in order to investigate whether the content provider is complying with the conditions governing provision of the service. Reviews of the relevant service shall not be chargeable to the content provider. Where an Operator finds that a content provider is not complying with the conditions set out in this Agreement for premium services, the Operator is required to inform the other Parties.

Any disregard of the conditions in this Framework Agreement or any breach of the applicable legislation by the content provider in providing premium services and products, including failure to observe the rules relating to distance selling in the Danish Consumer Contracts Act (Forbrugeraftaleloven), shall be regarded as a major breach, entitling the Operator to cancel the Agreement without further notice and to terminate access to the content provider's services and products.

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Intellectual property rights

The content provider is required to ensure that the necessary basis for calculating copyright-related fees exists, including KODA fees, and is responsible for ensuring that such fees are paid.

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Advice

If the content provider is launching/offering new services, including new combination services not described in this Agreement, the Operator may in certain cases provide guidance with regard to the compliance of the intended service with the Framework Agreement, in response to the content provider's specific enquiry. The Operator's guidance shall be provided on a voluntary basis and the content provider may not assert any claims against the Operator in respect of errors or omissions in such guidance.

The operators will not give advice on the general law of advertising or other legal issues, but will refer to the possibility of **advance notice from the Danish Consumer Ombudsman** (Forbrugerombudsmanden) or private advice.

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Operational Rules

The content provider shall follow good practice when offering content and payment services.

Cases of violation of the above rule is jointly determined by the Content and Payment Group of the parties behind the Framework Agreement. Decisions on such breaches are made on a case by case basis and incur no penalties under the Framework Agreement provided that no similar decisions have been published.

The operational section consists of the following subsections:

- Maximum amounts and charging
- Information requirements
- Content provisions
- Special services
- Examples
- Adult content

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Maximum amounts

Maximum amounts

General services		
	Digital content (maximum limit)	Physical goods/services
One-off services	DKK 150	DKK 225
Subscription services	DKK 200	DKK 225
Continuous subscription services	DKK 200 per month per service DKK 90 per 14 days per service DKK 45 per week per service	DKK 225 per month per service DKK 100 per 14 days per service DKK 50 per week per service
Competitions*	DKK 75 (max DKK 12 per transaction)	DKK 75 (max DKK 12 per transaction)
Appeals*	DKK 150	DKK 150
Subscription appeals	DKK 150 per month	DKK 150 per month
Competition with appeals as the purpose*	DKK 150 (max DKK 25 per transaction)	DKK 150 (max DKK 25 per transaction)

Children and young people (under 18)		
	Digital content (maximum limit)	Physical goods/services
Total purchases per service regardless of service type**	DKK 250	DKK 250
One-off services	DKK 75	DKK 75
Subscription services	DKK 75	DKK 75
Continuous subscription services	Not permitted	Not permitted
Competitions*	DKK 12	DKK 12
Subscription competitions*	DKK 12 per 24-hour period and DKK 75 per service	DKK 12 per 24-hour period and DKK 75 per service
Charitable appeals*	DKK 75	DKK 75
Subscription appeals	DKK 75 per month	DKK 75 per month

* The specified maximum amounts are per mobile number per service per 24-hour period (starting from 00:00).
** Service Provider must determine in advance whether the period should be calculated per calendar month per last 30 days. Effective: 1 November 2011.

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Charging

13.1. Responsibility for charging for services

The content provider shall be responsible for ensuring that the correct charging data is transferred to the Operator, which includes categorising the charging data at least as follows:

Categories.

- Ringtones, wallpapers, etc.
- Video clips and TV
- Erotic and adult content
- Music, songs and albums
- Talking books and podcasts
- Mobile games
- Chat and dating
- Polls and competitions
- Mobile payment
- News and information
- Charitable appeals
- Telemetry and service SMS
- Other

In order to supplement the categories, specified information may be given at a higher level of detail if possible.

The Operator shall be responsible for ensuring that the end users are correctly charged on the basis of the charging data provided by the content provider to the Operator.

The parties behind the Framework Agreement has bilaterally committed themselves to the Consumer Ombudsman, "to give the customer an easy and cost-free access to receive information about in which of the 13 listed below service categories, the invoiced services belong." Therefore the parties have introduced fines for incomplete service categorisation so that the category "Diverse" is not specified by service category for the majority of digital services. See section 4.7.3.

13.2. Charging time

Charging for goods and services shall not take place until delivery has started, regardless of the medium.

- In the case of streaming services, charging may be carried out when streaming has started.
- Services consisting of the sending of passwords for later use. In this case, the earliest charging time is when the password is sent.
- Subscription-based services in which charging takes place before delivery may be charged when the confirmation of the purchase is sent.
- In the case of competitions, charging for a question in a competition shall not take place until the user has sent the answer.

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Information requirements

14.1 General rules

14.1.1 Before the purchase:

Information requirements for all service types regardless of the advertising medium

The text containing the information requirements shall be clear and easy to read in terms of colour, position and duration, such that the text can in fact be read by the viewer/recipient.

1) **Service type**

2) **Price**

The price information shall be displayed with at least the same font size as the application code or the web/wap address.

For one-off services: Price "+trafiktakst" ("+usage charge"). In the case of price information, the font shall be at least as large as the short code

For subscription-type services: Total price (and individual price where relevant) "+trafiktakst" ("+usage charge"). In the case of subscription-type services, it shall also be made clear that the service is a subscription, and the font size requirement is the same as for other mandatory information (see below).

3) About the **right of withdrawal (see here).**

4) **Name, address and telephone number** of provider.

5) **Termination procedure** for **subscription-type** services.

6) Information about setup if there are special setup requirements (e.g. WAP).

14.1.1.1 Use of application code

All SMS communication from content providers shall contain the correct **application code.**

14.1.1.2 Zero-charged services

At least the following information shall be provided for zero-charged services:
1) **Service type**
2) "+ trafiktakst" ("+usage charge")
3) Termination procedure for subscription-type services.

14.1.2 During the purchase:

Information requirements for all service types, where the customer has waived the right of withdrawal:

The customer could confirm a question, for example, in order to actively waive the right of withdrawal.

14.1.3 After the purchase:

Information about the purchase in the form of confirmation on a **durable medium** following the purchase of:

- Subscription-type services

- All purchases over DKK 75

- Goods and services delivered outside the mobile telephone

Information about the **right of withdrawal**, where the customer has not waived such right.

In the case of subscription-type services subject to a premium charge per received item, each individual message shall contain the price and the termination procedure: Code text + STOP (e.g. "AJAX STOP"). On terminating a subscription-type service the customer shall receive confirmation of termination.

In the case of zero-charged subscription-type services, each individual message shall contain the price and the termination procedure: Code text + STOP (e.g. "AJAX STOP"). On terminating a subscription-type service the customer shall receive confirmation of termination.

Confirmation of appeals.

14.2 Special cases

In a number of cases, certain pre-purchase information requirements may be met by providing references to another place in the same medium.

References are permitted for the following information types:

- About the 14-day **right of withdrawal**
- Name, address and telephone number
- Any termination procedure for **subscription-type** services

Any reference shall be directly related to the service offering.

14.2.1 Digital media (Internet and WAP) via link

In the case of Internet-based services and other services not provided via a non-durable medium, the end user shall not be placed under time pressure during the purchase and before the purchase is carried out. This could be a reduction in the time available to the customer to decide whether to purchase, for example by adding a timer function instructing the end user to press OK before the counter reaches 0.

The reference shall be via a link to the same medium, i.e. web sites shall use web links and **WAP** shall use WAP links. The reference shall always include information about the 14-day **right of withdrawal**, e.g. "Se om 14 dages fortrydelsesret og andre informationer på www..." ("For details of the 14-day right of withdrawal and other information go to www...")

14.2.2 Printed media (for example newspapers, weeklies or monthlies, coupon books) in the publication notes

The reference shall be to publication notes in the same printed medium. The reference shall always include information about the 14-day **right of withdrawal**, e.g. "Se om 14 dages fortrydelsesret og andre informationer på side..." ("For details of the 14-day right of withdrawal and other information see page...") Any reference shall be directly related to the service offering.

14.2.3 Non-durable media (radio, TV)

14.2.3.1 TV

All required information must be specified in any marketing of a premium rate service content.

The following required information is defined as mandatory text, and shall be displayed as text on the screen, horizontally and the font size of at least 5% (1/ 20) of the screen height. Font size is measured as the height of uppercase characters, e.g. M or X, of the font being used in relation to that part of the screen that is text-safe.

The required information contains the following:

- **Price.**
- Provider's identity (if not the channel itself).
- **right of withdrawal.** (to be referred to by a short readable www – address)

The following required information can also be disclosed in connection with the broadcasting:
- **Service type** (for example it can be stated orally during the broadcast that the service is a SMS voting, SMS competition or SMS collection, etc.)

If the service is a subscription service, the mandory text also includes:
- Subscription

If the service is a continuous service meaning that the service continues until it is canceled, the mandatory text also includes:
- Cancellation procedure

Text shall appear on the screen for at least two seconds, plus an additional 0.2 seconds per word. For example text containing 12 words (e.g. "sms til 1xxx for at deltage i afstemningen. xx kroner udover trafiktakst" ("Text 1xxx to vote in the poll. DKK xx plus usage charge") is 12 words, equivalent to minimum 2.0+12×0.2=4.4 seconds) shall remain on screen for at least 4.4 seconds.

The calculation is not just based on the mandatory text itself – if there is other text on screen at the same time as the mandatory text, the other text shall also be included in the calculation. For example, product names, model numbers and anything else on the same screen are included. For additional guidance, the text shall remain on screen long enough for it to be read out loud at normal speaking rate.

If a service is advertised on TV verbally and is referred to on TV, the price of the service shall be mentioned and if the service is a subscription-based service, this fact shall also be mentioned clearly.

In the case of live TV an exception may be made, on request, from the time requirement above. This requires prior approval by the **Operators**, who need a processing time of at least 10 working days. Requests may be sent to the **points of contact** on their web site.

14.2.3.2 Radio

If the service not is provided by the channel operator itself, the content provider's name shall be mentioned verbally, e.g. Lalandia. Regardless of service type, the provider's name in this case must be given orally, while all other mandatory provider data as specified in section 14.1.1 must be provided in all written communication intended for the end user.

In the case of competitions or polls held during the programme with a premium charge up to and including DKK 5:

- If the **end user** retains the 14-day right of withdrawal: no requirement for information about the **right of withdrawal.**
- If the customer has to waive the right of withdrawal: SPEAK: For example "Ved deltagelse fraskrives 14 dages fortrydelsesret" ("By taking part you give up your 14-day right of withdrawal"). (Note that "Ingen fortrydelsesret" ("No right of withdrawal") is not adequate.)

In the case of competitions or polls held during the programme with a premium charge over DKK 5:

- If the **end user** retains the 14-day right of withdrawal: SPEAK: "Du har 14 dages **fortrydelsesret**" ("You have a 14-day right of withdrawal"). Within 24 hours direct information must be sent to the **end user** explaining how to exercise the **right of withdrawal**: "Tak for deltagelse i Den hemmelige lyd. ("Thanks for taking part in the "Secret Sound" promotion.) Du kan indenfor 14 dage fortryde købet ved at skrive til (You can cancel your purchase within 14 days by writing to) Den Grønne Slagter Aps, Bogholderivej 14, DK-2100, +4545454637".
- If the customer has to waive the right of withdrawal: SPEAK: For example "Ved deltagelse fraskrives 14 dages **fortrydelsesret**" ("By taking part you give up your 14-day right of withdrawal"). (Note that "Ingen fortrydelsesret" ("No right of withdrawal") is not adequate.)

When marketing donation services on the radio, the provider's address and phone number can be omitted if the organization has been approved. However, the provider's name, address and telephone number must appear in the return SMS.

14.2.4 Goods and services delivered outside the telephone:

For this service type, the invoicing method shall be stated, for example "faktureres via mobilregningen" ("billed via your mobile account").

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Content provisions

15.1 Content of premium rated services

Premium rated services offered in the series **12XX, 13XX, 14XX, 17XX, 18XX and 19XX** shall not be unsuitable for children under 16 and shall not include:

- Descriptions of sexual or erotic matters.
- Contact and dating services with a view to sexual activities or other related elements.
- References to other services or numbers with **sexual or erotic content**.
- Descriptions of violence.
- Games, prize competitions and similar services conflicting with the applicable legislation.
- Access codes, passwords or similar elements providing access to services with the above content.

15.2 Appeals

Services may be provided in the form of charitable appeals, defined as appeals for

- Religious communities or churches
- Funds
- Associations
- Sports clubs
- Foundations and institutions
- Organisations
- Political parties

that have been approved under section 8A(2) or section 12(3) of the **Danish Tax Assessment Act** ("ligningsloven").

In the case of charitable appeals, the user is sent confirmation of thecontribution to the appeal.

The **end user** may make one or more contributions with a total amount not exceeding DKK 150 in the same charitable appeal per mobile number per 24-hour period.

15.2.1 Competitions linked to charitable appeals

If a competition is held as part of a charitable appeal during a national radio or TV programme covering the appeal, the competition may cause a total **premium charge** of DKK 150 per mobile telephone number, provided that the full amount is used for the charitable purpose.

15.3 Competitions

Competitions may not be offered as continuous subscription-type services.

The total cost of taking part in the competition, and details of the individual premium charges, must be made clear before the competition starts.

If a **content provider** wishes to offer more than one competition in the same medium (defined as the same issue of a newspaper, a periodical, a particular web site or a particular TV or radio programme, etc.), it is a requirement that the competitions offered are substantially different from each other. Otherwise the competitions will be considered to be a single competition, with the related requirement to adhere to the maximum amounts set out above.

Competitions offered via "volatile media" such as TV and radio will always be considered to be a single competition, if they are offered by the same **content provider** on the same channel, in the same programme and within the same 24-hour period.

15.4 Adult content

Adult content paid for through the mobile account shall be offered in accordance with the following rules.

If application codes are used, only the number series 16XX may be used

The **16XX series** may only contain **adult content**.

The Operators are not required to offer **adult content**.

Access is only allowed to the **16XX series** if access is blocked in advance (opt-in).

Access to the 16XX series may only be provided at the request of an adult **end user**.

The Operator is required to ensure that the **end user** is an adult.

When they initially enter into the agreement, **end users** are informed of the possibility of accessing the 16XX series.

15.4.1 Common password to disable access to the 16xx-series

Application code 1699 is allocated on an equal footing for all parties behind this Agreement.

Application code 1699 is allocated solely for the purpose that the end-user's access to content on the 16xx series will terminate by sending an SMS containing the keyword "STOP". The operator's closure of the end user's access to content on the 16xx series should be made immediately after receipt of the end user's SMS.

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Special service types

16.1 Subscription-type services

The following applies to premium rated services requiring the sending or receiving of a number of premium messages, including subscriptions, chat, games and competitions.
When providing premium rated services requiring the sending or receiving of a number of premium messages, including subscriptions, chat, games and competitions, the Parties are required to ensure that content providers design the service such that the end user has constant control over usage as follows:

16.1.1 The following general provisions apply to subscription-type services:

1) At the time of ordering, the total cost of using the services and the amount of any individual premium charges shall be clearly stated.

2) Each individual premium message shall include the termination code or information about the termination procedure (e.g. "Opsigelse: Send "SPORT STOP " til 1202" ("To unsubscribe: Send " SPORT STOP" to 1202")). The end user shall not be subject to further premium charging for receiving this information.

3) The service shall cease after the user sends a "STOP" message, cf. 2) above.

4) If all or part of the premium charging is applied separately for each mobile terminated or mobile originated message, the relevant price shall be clear from the notice text in each individual premium message terminated at the mobile (e.g. "4 kr.", "kr. 10", "50 øre").

5) Subscription-type services shall cease when the total agreed premium charging has been reached. Continuous subscription-type services are excluded from this, cf. below points 8 and 9.

6) The end user shall be able to cancel the service in the same medium and using the same procedure as for registering.

7) Special information requirements on a durable medium are applicable in respect of the sale of subscription-type services and all services exceeding DKK 75.

8) When the end user's customer relationship with an Operator ends, the Operator shall send notification to a content provider enquiring about the customer's status in respect of charging. On the basis of such notification, the content provider shall cancel the subscription-type service in question.

16.1.2 In addition, the following shall apply to continuous subscription-type services:

Services intended for children and adolescents (under 18 years) must not be offered as continuous subscription type services.

1) Subscription-type services may continue if the end user has accepted a continuous service. When each premium charge is made, the end user shall receive information about the price and how to terminate the service.

2) Continuous subscription-type services shall not be subject to a period of notice, which means that the customer shall be able to terminate with immediate effect.

3) Continuous subscription services for DKK 0, which eventually lead to charging, shall fulfill the usual requirements for the purchase of any mobile content and payment service. It should be noted that at the transition to charging, the end-user has to give an active consent prior to accepting the purchase.

4) Formal requirements of the text content of subscription-type services:

- *SMS when a continuous subscription is ordered via SMS*
  Du bestiller nu et abonnement på [SERVICE NAVN] til XX kr. pr. [modtaget [SMS/ringetone/spil....]/dag/uge/14. dag/måned] + trafiktakst. (You are ordering a subscription for [SERVICE NAME] for DKK XX per [received [SMS/ringtone/game....]/day/week/fortnight/month] + usage charge.) Ved bestilling fraskrives 14 dages fortrydelsesret. (By ordering you give up your 14-day right of withdrawal.) Svar [KEYWORD] JA for at bekræfte bestillingen. (Reply [KEYWORD] YES to confirm the order.) Udbyder: (Provider:) [NAME AND ADDRESS]. Tlf. (Tel.) [12345678]. Ved opsigelse send "[KEYWORD] STOP" til „1234" [Cancel: Send „[KEYWORD] STOP" to „1234"].

- *SMS when a continuous subscription is ordered via a web site, if a PIN is required:*
  Du bestiller nu et abonnement på [SERVICE NAVN] til XX kr. pr. [modtaget [SMS/ringetone/spil....]/dag/uge/14. dag/måned] + trafiktakst. (You are ordering a subscription for [SERVICE NAME] for DKK XX per [received [SMS/ringtone/game....]/day/week/fortnight/month] + usage charge.) Ved bestilling fraskrives 14 dages fortrydelsesret. (By ordering you give up your 14-day right of withdrawal.) Indtast [PIN] på hjemmesiden for at bekræfte bestillingen. (Enter [PIN] on the web site to confirm the order.) Udbyder: (Provider:) [NAME AND ADDRESS]. Tlf. (Tel.) [12345678].]. Ved opsigelse send "[KEYWORD] STOP" til „1234" [Cancel: Send „[KEYWORD] STOP" to „1234"].

- *SMS when a continuous subscription is ordered via SMS*
  Du har bestilt et abonnement på [SERVICE NAVN] til XX kr. pr. [modtaget [SMS/ringetone/spil....]/dag/uge/14. dag/måned] + trafiktakst. (You have ordered a subscription for [SERVICE NAME] for DKK XX per [received [SMS/ringtone/game....]/day/week/fortnight/month] + usage charge.) Send [KEYWORD] STOP til [ZZZZ]. (Send [KEYWORD] STOP to [ZZZZ].) Udbyder: (Provider:) [NAME AND ADDRESS]. Tlf. (Tel.) [12345678] + usage charge is only necessary if a usage charge can be applied to the subscription. Otherwise it can be omitted.

- *Confirmation SMS for later charges during the continuous subscription*
  "Kvittering: ("Confirmation) Du er takseret XX kr. for dit [SERVICE NAVN] abonnement. (You have been charged DKK XX for your [SERVICE NAVN] subscription.) Opsig abonnement: (To cancel the subscription:) Send [KEYWORD] STOP til [ZZZZ]. (Send [KEYWORD] STOP to [ZZZZ].) Udbyder: (Provider:) [NAME]. Tlf. (Tel.) [12345678]." * [Possibly a link to content/web page if a PIN is used] (Services in which the content is delivered in the actual SMS may either be delivered at the end of the confirmation SMS or in a separate SMS later afterwards).

* If the frequency is unknown, for example in 'breaking news' type services, the following text may be use provided the price does not exceed DKK 5/SMS:

"Breaking news-tekst". ("Breaking news text".) Denne besked koster X kr. (This text costs DKK X.) Opsig abonnement: (To cancel the subscription:) Send [KEYWORD] STOP til [ZZZZ]. (Send [KEYWORD] STOP to [ZZZZ].) Mvh Udbyder: (Provider:) [NAME]. Tlf. (Tel.) [12345678]."

- *Termination SMS - confirmation of termination of continuous subscription*
  Kvittering: (Confirmation) Dit abonnement på [SERVICE NAVN] er hermed stoppet. (This terminates your subscription to [SERVICE NAME]). [Sincerely/Regards/Thanks [NAME]]. Udbyder: (Provider:) [NAME AND ADDRESS]. Tlf. (Tel.) [12345678].

Section 16.1.2 gets into force by 1. July 2010

16.2 Chat

When providing premium rated services that can be characterised as chat, the parties are required to ensure that the content providers do not subject the end user to premium charging for chat messages received by the end user.

16.3 Hybrid services

In the case of services created from a number of different service types, the general rule shall be that the applicable rules are the rules providing the highest level of consumer protection. For example, if a service is a combination of a competition service and a charitable appeal service, the maximum amount shall be based on the rules for competitions, although the content provider is also allowed to run an charitable appeal.

16.4 Auctions

In principle, auction-type services that contain a large element of chance, for example reverse auctions, shall be covered by the rules for competitions.

However, auctions in which the result largely depends on personal preferences and knowledge of the market, for example English auctions and Dutch auctions, shall not generally be regarded as competitions.

16.5 Sponsored and zero-charged services

Services using application codes shall be covered by the Framework Agreement even if no premium rated charging takes place. In subscription-type services, every message shall state how to cancel the service.

16.6 TV and radio

Schedule-related content from public service radio and TV channels during normal transmission times can be offered to everyone, and the responsibility for this shall rest with the channel in question. Other radio and TV content may be covered by the content rules depending on the nature of the content.

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17. Examples

Services	Information required prior to purchase	Information required after purchase
Example 1: One-off services such as ringtones, jokes, news, etc.	On any medium: "You are being offered a ringtone for DKK 25 + usage charge by content-provider Indhold A/S, Bogholderivej 14, DK-2100, +4545454637." If the customer is to waive the right of withdrawal (cooling-off period): The customer must first personally consent to the following: "If you reply YES you will pay DKK 25 per ringtone and agree to start receiving the service now. You thereby waive your right of withdrawal." Or alternatively: "If you reply YES you will pay DKK 25 per ringtone und thus waive your 14-day right of withdrawal (cooling-off period)." If the 14-day right of withdrawal is maintained: The marketing material must indicate that the customer is entitled to a 14-day right of withdrawal (cooling-off period). With respect to other conditions concerning the exercise of the right of withdrawal, reference can be made to the content-provider's website. In connection with the purchase of services, the customer is to be notified, possibly by SMS, with a message such as: "You have ordered a ringtone priced at DKK 25. You are entitled to a 14-day right of withdrawal, further details at: www.xyzw.dk/cooling-off_period"	None (if the price of the service does not exceed DKK 150)
Example 1A: One-off services such as ringtones, jokes, news, etc. for 0 DKK.	On any medium: "Send FUGL to 1234 and get a ringtone with birds' singing. You only pay for the usage charge. Best regards Fuglehuset."	None
Example 2: Donation (maximum DKK 150).	On any medium: "Support our Sudan appeal. Send your donation through Dansk Hjælpen: DKK 50 + usage charge. Dansk Hjælpen A/S, Bogholderivej 14, DK-2100, +4545454637"	On any medium: "Thank you for your donation of DKK 50 to Dansk Hjælpen."
Example 2A: Donation during a radio programme (maximum DKK 150).	On any medium: "Support our Sudan appeal at DKK 150 + usage charge. Send Sudan to 1234. "	By SMS: "Thank you for your donation of DKK 150. Kind regards, Dansk Hjælpen, Bogholderivej 14, DK-2100, +4545454637."
Example 3A: One-off competitions or polls held **during** a television programme (non-durable media)	On TV: "Vote for tonight's best band by sending B1, B2, B3 or B4 to 1414. Price DKK 4 + usage charge." If the customer is to waive the right of withdrawal (cooling-off period):	

	"By sending the text, you agree that your right of withdrawal ceases to apply." Alternative I: "By participating, you renounce your right to a 14-day right of withdrawal (cooling-off period)" Alternative II: "The act of participating waives the right to a 14-day right of withdrawal (cooling-off period)". (Note that the mere inclusion of the words "no right of withdrawal" is insufficient) If the 14-day right of withdrawal is maintained: "See about the 14-day right of withdrawal (cooling-off period) and other information on TTV page xxx" A reference to the TTV page containing the address and telephone number can be used for this purpose. If the content provider is an organisation other than the media company (e.g. DR/Den grønne slagter), the content provider's name must also appear on-screen: e.g. "Den grønne slagter"	
Example 3AA: One-off competitions or polls held during a radio programme (non-durable media) with premium charges not exceeding DKK 5.	On the radio: "Vote for tonight's best band by sending B1, B2, B3 or B4 to 1414. Price: DKK 4 + usage charge." If the end-user exercises the 14-day right of withdrawal, there is NO NEED to provide information on this right. If the customer is to waive his or her right to withdraw (cooling-off period): "By sending the text you agree that your right of withdrawal ceases to apply." Alternative I: "By participating, you renounce your right to a 14-day right of withdrawal (cooling-off period)" Alternative II: "The act of participating waives the right to a 14-day right of withdrawal (cooling-off period)". (Note that the mere inclusion of the words "no right of withdrawal" is insufficient) If the content provider is an organisation other than the radio station concerned (e.g. DR/Den grønne slagter), the content provider's name must also be quoted on-air: e.g. "Den Grønne Slagter".	
Example 3AAA: One-off competitions or polls held during a radio programme (non-durable media) with premium charges exceeding DKK 5.	On the radio: "Vote for tonight's best singer by sending B1, B2, B3 or B4 to 1414. Price: DKK 7 + usage charge." If the customer is to waive the right of withdrawal (cooling-off period): Spoken: "By sending the text, you agree that your right of	

	withdrawal ceases to apply." Alternative I: "By participating, you renounce your right to a 14-day right of withdrawal (cooling-off period)" Alternative II: "The act of participating waives the right to a 14-day right of withdrawal (cooling-off period)". If the 14-day right of withdrawal is maintained: Spoken: "You are entitled to a 14-day cooling-off period". A text message must subsequently be sent within 24 hours, containing information on how to exercise this right of withdrawal. If the content provider is an organisation other than the media channel concerned (e.g. DR/Den grønne slagter), the content provider's name must also be quoted on-air: "Den Grønne Slagter".	
Example 3B: Competitions or polls held during a TV programme (non-durable media), in which more than one SMS must be sent in order to participate.	If the right of withdrawal (cooling-off period) is waived: on TV: "You can take part in a competition for a total of DKK 18 for 3 messages + usage charge. By sending the text, you agree that your right of withdrawal ceases to apply." Alternative I: "By participating, you renounce your right to a 14-day right of withdrawal (cooling-off period)" Alternative II: "The act of participating waives the right to a 14-day right of withdrawal (cooling-off period)". (Note that the mere inclusion of the words "no right of withdrawal" is insufficient) If the 14-day right of withdrawal is maintained: "You can take part in a competition for a total of DKK 18 for 3 messages + usage charge. See details of 14-day right of withdrawal (cooling-off period) and other information at TTV xxx" If the content provider is an organisation other than the media channel concerned (e.g. DR/Den grønne slagter), the content provider's name must also be shown on-screen: "Den grønne slagter". TTV is to indicate: Den Grønne Slagter, Bogholderivej 14, DK-2100, +4545454637. TTV must appear on the same channel as the broadcast programme.	
Example 4: Continuous subscription-type services involving a total monthly payment not exceeding 200 DKK, based on charging for received SMS/MMS messages	On any medium: "You are offered a SUPERNEWS subscription at DKK 200 per month + usage charge. You are entitled to a 14-day cooling-off period. Send the reply, SUPERNEWS JA to confirm your order. Provider: Indhold A/S, Topholm 14, 2100 KBH Tlf. 12345678. To give notice of cancellation send "SUPERNEWS STOP" to 1234".	By e-mail, letter, SMS/MMS or secure website: "You have ordered a subscription for SUPERNEWS at DKK 200 per month + usage charge. You are entitled to a 14-day cooling-off period. To cancel the subscription, send "SUPERNEWS STOP" to 1234".

		Provider: Indhold A/S, Topholm 14, 2100 KBH Tlf. 12345678" (Note that no notice period may be demanded with regard to subscription-type services.) *In each premium rate SMS:* "Receipt: You have been charged DKK 200 for your SUPERNEWS subscription. To cancel the subscription, send "SUPERNEWS STOP" to 1234. Provider: Indhold A/S, Topholm 14, 2100 KBH Tlf. 12345678." Cancellation procedure: If the customer sends "SUPERNEWS STOP" to 1234, the following reply message must be sent: "Your SUPERNEWS subscription is hereby cancelled. Kind regards, Indhold A/S, Topholm 14, 2100 KBH Tlf. 12345678."
Example 4a: Continuous subscription-type services at 0 DKK	On any medium: "Send SLADDER to 1234 and receive the hottest gossip this month. Price: 0 kr. + usage charge. To cancel, send "SLADDER STOP" to 1234. Best regards Sladderhuset."	By e-mail, letter, SMS/MMS or secure website: "You have ordered a continuous subscription for SLADDER. You only pay for the usage charge. To cancel the subscription, send "SLADDER STOP" to 1234". Best regards Sladderhuset" *In each message/delivery the following has to appear:* "To cancel the subscription, send "SLADDER STOP" to 1234. Best regards Sladderhuset." Cancellation procedure: If the customer sends "SLADDERSTOP" to 1234, the following reply message must be sent: "Your SLADDER subscription is hereby cancelled. Best regards Sladderhuset."
Example 5:	On any medium: "You are being offered 10 virtual SMS-SNACKS at a total	By e-mail, letter, SMS/MMS or website

Subscription-type services with one-off payment not exceeding 200 DKK	price of DKK 200 + usage charge from the SMS provider, Tophold A/S, Bogholderivej 14, 2100 KBH, Tlf. 12345678. To give notice of cancellation send "SMS-SNACKS STOP" to 1234" If the customer is to waive the right of withdrawal: The customer must first personally consent to the following: "If you answer YES, you pay a total of DKK 200 for XY items/messages as part of a news service and consent to start receiving the service now. You thereby waive your right of withdrawal." Alternatively: "If you answer YES, you pay a total of DKK 200 for a news service with XY items/messages included and you thereby waive your 14 day right of withdrawal." If the 14 day right of withdrawal is maintained: The marketing material must indicate that the customer is entitled to a 14-day right of withdrawal. With respect to other conditions concerning the exercise of the right of withdrawal, reference may be made to the content provider's website. In connection with the purchase of the service, the customer must be notified, possibly by SMS, with a message such as: "You have ordered a news service at a total price of DKK 200 including XY items/messages. You are entitled to a 14-day right of withdrawal, further details at: www.xyzw.dk/fortryd"	(see above):. "You have ordered 10 virtual SMS-SNACKS at a total price of DKK 200 + usage charge from the SMS provider, Tophold A/S, Bogholderivej 14, 2100 KBH, Tlf. 12345678. By giving your consent before the purchase, you have waived your right of withdrawal. To give notice of cancellation send "SMS-SNACKS STOP" to 1234"
Example 6: Chat services (subscription-type), with payment per sent SMS/MMS and any startup fee that might be payable. Total maximum payment: DKK 200 per month	On any medium: You are being offered a chat service for a maximum of DKK 200 per month, with a DKK 20 startup fee and DKK 4 per sent SMS + usage charges, by SMS-provider Tophold A/S, Bogholderivej 14, DK-2100, +4545454637. To give 30 days' notice of cancellation, send "CHATSERVICE STOP" to 12xx If the customer is to waive the right of withdrawal (cooling-off period): The customer must first personally consent to the following: "If you reply YES you will pay DKK 200 for a chat subscription and agree to start receiving the service now. You hereby waive your right of withdrawal". Or alternatively: "If you answer YES, you will pay DKK 200 for a chat-service subscription und thus waive your 14-day right of withdrawal (cooling-off period)." If the 14-day right of withdrawal is maintained: The user is to be notified by any medium: "You are entitled to a 14-day right of withdrawal (cooling-off period)" A text message will subsequently be sent within 24 hours, containing information on how to exercise this right of withdrawal.	If the 14-day right of withdrawal is waived: By e-mail, letter, SMS or online "Purchased chat service: Total DKK 200 per month + usage charges, from SMS provider Indhold A/S, Bogholderivej 14, DK-2100, +4545454637. By giving your consent before purchase, you waive your right of withdrawal " To give 30 days' notice of cancellation, send "CHATSERVICE STOP" to 12xx If the 14-day right of withdrawal is maintained: The customer must be personally informed as follows: You have purchased a chat-service subscription costing DKK 200 per month + usage charges from Tophold A/S, Bogholderivej 14, DK2100, +4545454637. You are entitled to a 14-day right of withdrawal (cooling-off period) from the purchase, even if delivery has already begun, in accordance with the Danish Consumer Contracts Act. Withdrawal may be made effective in writing or by phone call. To give 30 days' notice of cancellation,

		send "CHATSERVICE STOP" to 12xx
Example 7: Competition (subscription-type) with payment per sent SMS/MMS. Total expenditure up to and including DKK 75 to a daily maximum of DKK 12.	On any medium: "You are being offered a competition service at DKK 3 per sent SMS + usage charge from the SMS provider Tophold A/S, Bogholderivej 14, DK-2100, +4545454637. To complete the competition requires a total purchase of DKK 60 + usage charge." If the customer is to waive the right of withdrawal: The customer must first personally consent to the following: "Send JA. Then you pay a maximum of DKK 60 + usage charge for the competition and consent to start receiving the service now. You thereby waive your right of withdrawal." Alternatively: "If you answer YES, you pay DKK 60 for a competition subscription and you thereby waive your 14 day right of withdrawal." If the 14 day right of withdrawal is maintained: On any medium the customer is informed: "You are entitled to a 14 day right of withdrawal " A text message must subsequently be sent within 24 hours, containing information on how to exercise this right of withdrawal.	Notification by e-mail, letter, SMS or web site: "Competition Service purchased: total maximum of DKK 60 + usage charge from the SMS provider Tophold A/S, Bogholderivej 14, DK-2100, +4545454637. With your consent prior to the purchase you agree that your right of withdrawal ceases to apply" If the 14-day right of withdrawal is maintained: "Thanks for the purchase of the competition subscription. You may within 14 days exercise your right of withdrawal by writing to Tophold A/S, Bogholderivej 14, DK-2100, +4545454637"
Example 8: Purchases of goods and services not delivered to the phone, up to and including DKK 225	On any medium: "You are being offered a large candy bar for DKK 25 + usage charge from the transport company Hyg & Rejs, Færgevej 2, DK-5700, +4512345678. Payment is made via your mobile telephony bill." If the customer is to waive the right of withdrawal: The customer must first personally consent to the following: "If you answer YES, you pay DKK 25 for a large candy bar and consent to delivery now. You thereby waive your right of withdrawal." Alternatively: "If you answer YES, you pay DKK 25 for a large candy bar and you thereby waive your 14 day right of withdrawal" If the 14 day right of withdrawal is maintained: The marketing material must indicate that the customer is entitled to a 14-day right of withdrawal. With respect to other conditions concerning the exercise of the right of withdrawal, reference may be made to the content provider's website. In connection with the purchase of the service, the customer is to be notified, possibly by SMS, with a message such as: "You have ordered a large candy bar for DKK 25. You are entitled to a 14-day right of withdrawal, further details at: www.xyzw.dk/fortryd"	By e-mail, letter, SMS / MMS or Web site): "Thank you for purchasing a large candy bar for DKK 25 + usage charge. Hyg & Rejs, Færgevej 2, DK-5700, +4512345678. If the customer is to waive the right of withdrawal: "With your consent prior to the purchase you agree that your right of withdrawal ceases to apply." If the 14 day right of withdrawal is maintained: "You are entitled to a 14-day right of withdrawal from the purchase, even if delivery has already begun. Withdrawal may be made effective in writing or by phone call, "

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Adult content

The code of practice sets out how service providers should interpret the limits the parties have agreed to impose in terms of the content/material that falls within or outside the 16XX series in terms of being of an erotic, sexual and pornographic nature.
It is a matter for the individual operator to determine whether access is provided to content/material in the 16XX series, and to what extent. Within the 16XX series, there is a distinction between "erotic and sexual content/material" and "pornographic content/material". This means that a mobile operator may choose to provide access to content/material exclusively in the 12XX, 14XX, 18XX and 19XX series. An operator may also choose to provide access to the above series, plus that part of the 16XX series covering "erotic and sexual content/material", while barring access to "pornographic content/material". For details of the extent to which the individual operators allow access to content/material in the 16XX series, please refer to the operators in question.

12XX, 14XX, 18XX and 19XX

Access to content/material:

No age estriction.
Content/material in the form of images, text or sound belonging to the 16xx series must not be inthe 12XX, 14XX, 18XX and 19XX series.Content/material in this category may contain images of lightly-clothed persons, but with the limitation that the persons must have their sexual organs covered, and women must also have their breasts covered. Persons wearing G-strings or transparent clothing are permitted provided that their sexual organs are not visible.Images of persons touching their own sexual organs and interaction of a sexual nature between two or more persons are not permitted.Drawings and caricatures of sexual organs/bottom pictures in a humorous context are permitted in this category

Content/material in the form of text, for example erotic stories and sexual/erotic descriptions are permitted provided the texts do not describe acts and/or situations that are not permitted in images.

Content/material in the form of sound, for example ringtones and sound greetings are permitted provided the sounds do not relate to acts/situations that are not permitted in images.

16XX

Erotic and sexual content/material

Access to content/material:

Adults.
In this category, erotic/sexual relations between persons may be shown/indicated.

It includes content/material intended to have an erotic effect and content/material of a sexual nature.

Erotic content/material ranges from naked pictures/photographs of men/women, the naked model in Se & Hør magazine or the Page 9 Girl in Extra Bladet magazine, to one or more persons touching themselves and one or more persons who may be characterised as being naked, and one or more persons in positions intended to have an erotic effect.

Content/material of a sexual nature includes scenes of sexual relations/intercourse in which the sexual organs are not shown directly.

When the content/material is evaluated, importance will be placed on the overall impression, i.e. the combination of image, sound and animation.

Content/material may consist of text of a sexual and erotic nature and sound files with heavy breathing, and sexual and erotic undertones/overtones.

Pornographic content/material

Access to content/material:

Adults.
The individual operator may choose to provide full or partial access, or no access at all, to this type of content/material.

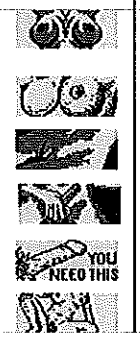
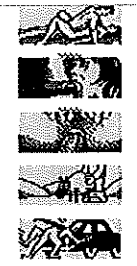
The content/material may only be provided if it is legal.

Pornographic content/material is defined as explicit sexual activity, close-ups of sexual organs and intercourse, frequently with a strongly sexual soundtrack. This category includes all types of sexual activity, with a highly variable number of participants. Distinctions may be drawn between different genres, for example:

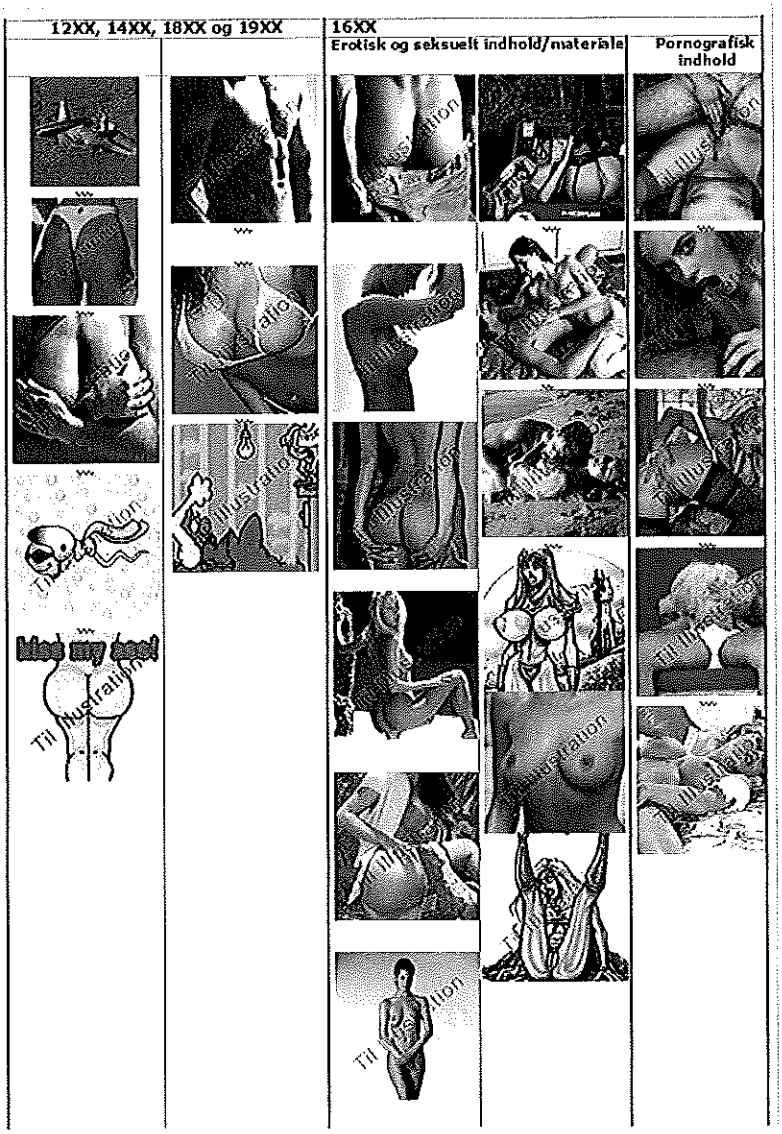
- sadomasochism, bondage, domination, rubber, latex
- homosexuality, transvestism
- group sex

Examples

Billedbeskeder:

12XX, 14XX, 18XX og 19XX		16XX		
		Erotisk og seksuelt indhold/materiale		Pornografisk indhold/materiale
				

Farvebilleder:



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19. Transferring of MSISDN to a New Customer

Before a MSISDN is transferred to a new customer, any charging for a subscription-type services and any subscription related to the former customer must be terminated automatically.

This requirement applies to both customers with prepaid cards and subscription customers.

Subsequently, the telecom operators and gateway providers have agreed to the following common standards for exchanging the necessary data between the parties:

Generic description (across operators)	Mandatory reaction among service provider (across operators)
The customer does not exist	Unsubscribe service / subscription and stop billing. Delete MSISDN in the database
Restricted content premium rate services (Standard operator service)	Unsubscribe service / subscription and stop billing.
Blocked for physical goods and services	Unsubscribe service / subscription and stop billing.
Blocked due balance control limit is reached.	"Try again later"
Blocked due Consumption Control limit for content premium rate services are achieved	"Try again later"
Prepaid – not enough money on the account	"Try again later"

The subsequent API return code is operator specific.

Effective: 1 March 2011

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Request for collection for humanitarian reasons

Request for collection for humanitarian reasons via SMS (English) – Word format

Request for collection for humanitarian reasons via SMS (English) – PDF format

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Request for collection for humanitarian reasons via SMS

Submitter:
Company name
Address
Zip and city
Phone number
Contact person

Content/service provider
(If same as Submitter leave fields blank):
Company name
Address
Zip and city
Phone number
Contact person

Benefactor Organization:
Company name
Address
Zip and city
Phone number
Contact person

Responsible for donation service

Telenor
Aage Schrader
asc@telenor.dk

TDC
Erik Bo Folkmann Mikkelsen
ebmi@tdc.dk

3
Nikolaj Hommelgaard
Nikolaj.Hommelgaard@3.dk

Telia
Morten Aagreen
Morten.Aagreen@teliasonera.com

Purpose: _____

_____

Start date of collection: _____
End date of collection: _____

Shortcode: _____
Keyword(s): _____

Is the collection VAT free? (Yes/No): _____
Price(s) including VAT (DKK): _____
Price(s) exclusive of VAT (DKK): _____

Is a collection combined with a competition? (yes/no): _____
Is a collection combined with a competition in a nationwide radio or TV program? (yes/no): _____

Terms of use and conditions:

- Basically, a SMS collection is always VAT free. If collection is combined with a competition, a collection may be taxed, and therefore must be sought exemption. Applicant / Service Provider warrants that the gathering was exempt acc. Tax Law § 13 paragraph. 1, No. 4, 18 & 22 and § 13 paragraph. 2. The Submitter/Content Provider must be able to document this.

- If a collection is combined with a competition, be aware that special rules apply to the total billed amount for the service and a maximum premium rate per SMS. Moreover, special rules apply depending on how the collection / competition is marketed - please see www.rammeaftalen.dk on Maximum Amounts.

- The Submitter/Content Provider guarantees that the receiving organization has been approved by the authorities to receive donations according to the Tax Assessment Law section 8A, para 2, or section 12, para 3, and is able to document this.

- No later than 10 working days prior to launch of the donation service, this document must be signed by a person authorized to sign for the benefactor organization, and sent to the person responsible for donation services at each of the telecoms operators. On request the benefactor organization shall forward documentation of the authorization to sign.

Date: _____ Signature: _____

Name and title in block letters: _____

Name of the benefactor organization: _____