I – GENERAL

1. Introduction

Within the context of its business activity, Vodafone Portugal ("Vodafone") provides services to Third Parties allowing them to use certain Short codes, in order for them to send and/or receive SMS or MMS to and/or from Vodafone Portugal’s Customers. These mobile Premium Services are being developed in a vast majority of countries and as a result new and different Customer experiences are now available, such as mobile premium Subscription Services.

Specific legislation entered recently into force aiming at regulating the provision of mobile Premium Services, which emphasizes not only the social impact of such services nowadays, but also the need to create a clear framework for its proper development. Nevertheless, in light of its social responsibility goals and its positioning in the market, Vodafone issues Guidelines on a regular basis aiming for a provision of mobile Premium Services in a duly manner and in accordance with the most basic principles of Vodafone Portugal. Thus, this document aims to specify the rules that will assist Third Parties in the implementation of their SMS MT Reverse Billing Subscription Services to be rendered to Vodafone Portugal Customers.

It should be stressed that the compliance with these Guidelines does not replace the need to observe and comply with the applicable legislation, nor with specific guidelines that Vodafone may issue for other specific services (e.g., Mobile Adult Content Guidelines, advertising guidelines, etc). Such legal provisions shall prevail if there is any conflict between them and these Guidelines.

These Guidelines are issued as part of the contract entered into by and between Vodafone Portugal and the Third Party and it may be reviewed and updated at any time by Vodafone Portugal.

The Service Providers must state clearly to Customers, that they are fully responsibility for supplying the services to Customers.

2. Definitions

– **Adult Content**: content that according to Portuguese legislation should be classified as + 16 or + 18 years-old, as further described below;
– **Adult Content Services**: Premium Services that either provide direct access or indirectly provide means of access to Adult content;
– **Code of Conduct on Safer Mobile Use (Code of Conduct)**: self-regulatory instrument adopted by national mobile operators aimed at ensuring safer mobile use, namely by young teenagers and children, which includes a set of rules outlining operators proper practices regarding Age-Verification processes and Access Controls when providing Adult Content Services;
– **Content Message**: Message sent from the service to Customers, with the purpose of delivering content or delivering a link to the location where the Customer can download the content from;
– **Customer**: a Vodafone Portugal’s customer
– **MT Premium Messages**: SMS or MMS messages used to send premium content to the Customer;
– **MT Reverse Billing Services**: Premium Services that charge Customer via an MT Premium Message;
– **MT Service Messages**: Service information messages where no content is supplied (examples thereof are Welcome, Help, Unsubscription and Error messages);
– **Person-2-person Cost**: the price in which the Customer incurs when sending a message (SMS or MMS) to another Customer;
– **Premium Services**: Services that Customers may activate on their mobile handsets in order to receive, or to have access to, content items from Service Providers;
– **Price Effectively Charged**: the price that is charged if the Customer requests the Premium Service, regardless of the number of content items it includes or it gives access to, including all applicable taxes;
– **Service Message**: Message sent from the service to Customers or from Customers to the service, with the purpose of interacting with the service. For example: subscribing, unsubscribing, renewal information;
– **Service Provider or Third Party**: any legal entity that renders Premium Services to customers of mobile operators;
– **Short-code**: Mobile communications service number;
– **Subscription Services**: Premium Services in which, in consideration for an automatic and recurrent payment, the Customer receives on a regular basis the content or is granted the right to retrieve a given slot of content from the Service Provider’s Web or WAP portals;
– **Vodafone’s payment method**: service offered by Vodafone that enables Third Parties to charge for their mobile/internet services in Vodafone Customers’ mobile phone bill. The charging method can be via Premium SMS, MMS, WAP or web (not all these payment methods may be currently available).

3. Competitions and contests

Without prejudice to the compliance with the laws applicable to competitions and contests, the following rules apply to any competition or contest promoted or carried out by the Service Providers or any related entities:

- The Service Providers shall never make use of, nor allow Third Parties to use, any database that has been created, consolidated or otherwise collected during a previous SMS action, except if the Customer has given his/her express consent during such action (via letter, online, SMS, etc.);
- If the Customer, during any such competition or contest, has expressly given his/her consent to receive in the future any messages from the Service Providers or an entity working with the Service Providers, the general rules set out above shall apply;
- If the Service Providers intend to use the MSISDN repeatedly during the action, the Customer shall be informed thereof through a reply SMS-MT, that further messages will be received for the duration of the action. In this case the general rules set out above shall apply.

4. Contextual Selling

The content of the message should be contextualized and make some reference to the content that has been previously purchased.

Example: The Customer purchases one polyphonic ring tone from “Abba”
1. He receives a first MT with the download link
2. Right after he receives a second MT: “Thank you for choosing our polyphonic ring tone. If you want some great Abba wallpapers, just send the code abba to XXXX”

The following rules shall apply to these cases:

- It is not allowed to do contextual selling on MT Premium Subscription services;
• It is not allowed to send more than one message per purchase (maximum 160 characters);
• The contextual selling SMS shall be sent immediately after the first one (5 minutes maximum);
• The contextual selling SMS shall contain the contact of the Service Provider or the related entity Example: "+Info:21111111";
• The contextual selling SMS shall also identify the simple mechanism to opt-out from the list of the Partner or the related entity;
• Whenever a Customer opts-out from the Customers list held by the Service Provider or the related entity, he/she shall not receive any other contextual selling messages.

The Service Providers shall comply with the applicable legislation regarding unsolicited commercial communications.

5. Brands

The Vodafone brand cannot be showed or otherwise mentioned in the promotion materials and advertising of the Service Provider. The only authorized reference to Vodafone is to state that the Premium Service is available to its Customers.

II – MT Reverse Billing Subscription Services

1. Definition and overall mechanics of Subscription Services

Each Subscription Services must be given a name. Any such name shall be communicated to Customers in the advertising, website and in the Service Messages.

Customers must always be clearly informed of the subscription nature of the services, before subscribing.

Whenever the price is mentioned (regardless of the support), the Price Effectively Charged shall be displayed.

To start a Subscription Service, the Customer must clearly express his will to activate such a service. Vodafone recommends that after subscribing the service, each and every Customer should receive a message indicating the service has been activated, and including the main characteristics of the service.

Subscription Services can be paid either on a periodic basis (Periodic Subscriptions – for example weekly subscriptions) or when a message related to the service is received (Conditional Subscriptions – for example breaking news alerts that are sent whenever a relevant occurrence occurs):

Periodic – Whenever both the renewal period and the periodicity of the messages received by Customers is previously known and announced to the Customers prior to the subscription;

Conditional - Whenever there is not a previously defined periodicity of the messages received. The number of messages sent to Customers depends on the number of events that may occur. Some examples of Conditional Subscription Services are: mail alerts, banking alerts, stock market alerts. Although the number of messages may be unknown, there must be a limit to the maximum number of messages sent per day/week/month. This number must be defined before the service launch and the Customer must be informed of such a limit before subscribing the service.

When a Periodic Subscription is renewed, the provider shall send the Customer an SMS message stating the renewal of the service and including other relevant information, as described bellow.
For unsubscribing, a Customer shall be able to use the same interfaces that are available for subscribing and also the Customer Support Centre.

No service may advertise or operate a "minimum subscription period". Customers must be free to leave at any time.

2. Customer Support

A Customer Support service must be provided by the Service Provider to clarify and solve Customer issues.

Service Provider is the sole entity in charge of handling or addressing Customers inquiries and complaints.

3. Activation Process Rules

To start a Subscription Service, the Customer must clearly express his will to activate such a service.

The subscription process must guarantee that such subscription is being requested by the owner of the handset and has legal binding authority over the contract with Vodafone.

When subscription is done via an SMS MO, this message can not be more expensive than the Person-2-Person cost of the Customer's pricing plan.

Regardless of the interface used by the Customer to subscribe the service, the following information must be included either on the confirmation message set forth in article 9.º A of Law n.º 177/99, 21º May, amended by Dec. Law 63/2009, 10º March or on a confirmation message sent immediately after the subscription has started:

- Information that he has just subscribed a Subscription Service (in case a confirmation message is sent);
- Name of the subscribed service;
- Frequency of message delivery/subscription renewal;
- Customer support contact.

4. Subscription renewal and payment

For recursive subscriptions, in the beginning of each period, the Customer must be reminded, by a free service message, that the subscription was renewed and that he/she is entitled to access the content for a certain period of time. The following information must be sent in this message:

- Name of the subscribed service;
- Frequency of message delivery/subscription renewal;
- Content included in the service;
- How to unsubscribe the service;
- Price per period;
- Customer support contact;
- Service Provider Name.

In this message, the Customer must also be clearly informed of the subscription nature of the service.

Premium SMS/MMS MT Retry Policy

For recurring subscriptions charged by SMS/MMS MT, during each week (i.e. 7 days), Service Provider will try to send a billing MT message to the Customers with the service subscribed. (Definition: Vodafone considers “Day 1” the day when the Customer’s weekly subscription is due for renewal).

The billing message should be sent to the following IP address and Port: 213.30.43.217:6105

Validity period for billed messages should be set by the Service Provider’ application. This validity should be 10 minutes (expiration period must always be set to current time plus 10 minutes).
For a message expiring on the 10th of January of 2009 at 20:00h the syntax should be:

Member Presence Meaning
VP O Validity period in
DDMMYYHHmm Example: 1001092000

This means that the message will expire at 20:00h. The time zone is always the official Portuguese time zone.

Service Provider can charge the Customer in Day 1, and if it is unsuccessful, can retry once more every second day.

Charging via Vodafone’s Payment method

While using any of Vodafone’s payment methods, should the Service Provider not be able to charge one week (week 1), he can not try to charge the Customers in week 2 for week 1’s subscription using Vodafone’s payment methods. In week 2, the Service Provider can only charge for week 2’s subscription.

5. Unsubscription Process Rules

Customers can unsubscribe the service over the same interfaces where they can subscribe the service and also via Customer Support Center. Should no Customer Support Representative be available in the Customer Support Centre, it shall have an automated unsubscription service that enables Customer to unsubscribe and remove him from the services immediately.

SMS unsubscription messages may be charged up to the Person-2-Person price of the Customer’s pricing plan. To simplify the SMS unsubscription processes, the following rules shall be implemented:

- The short-code for subscription must be available to unsubscribe the same services;
- If the short-code for subscription/unsubscription is different from the short-code from which MT Premium Messages are sent to the Customer, the latter shall also be valid to unsubscribe the service;
- If several services can be subscribed in the same short-code, and the Customer sends an unsubscription message with the relevant keyword, he/she must be able to unsubscribe the requested service. If the Customer sends a message only with the general unsubscription keyword (e.g., “SAIR” or “STOP”), or if he sends a message with “SAIR TODOS” or “SAIR TODO”, he should be unsubscribed from all subscriptions available through the short-code;
- Any unsubscription, regardless of the interface used should generate a free MT confirmation message, to the Customer stating that his/her subscription of the service was cancelled, and should state the name of the cancelled service;
- At least the keyword “SAIR” must be communicated in all supports: Advertising, Website, Service Messages and other.

6. Recommended Price Limits

Although extensive information may have been provided to the Customer, some unintentional activations occur. Hence, there is a limit to the maximum amount a Subscription Service can charge per week: €4.00 including VAT.

Exceptions

Exceptions to this rule will have to be analysed on a case-by-case basis, depending on operational and technical requirements.

7. Content Messages and Service Messages
All MT Service Messages (Subscription confirmation, renewal, Help, Unsubscription and Error messages) must be free of charge to the Customer and written in Portuguese.

All Content and Service Messages shall start with the name of the related service.

If a Customer sends a service-related message to the short-code of the Content Messages, if possible the message should be accepted and the Customer’s request should be implemented. If this is not possible, the Customer should receive a message indicating the right short-code for service messages.

Service messages with incorrect keywords must generate an help message reply, informing about the correct keywords. In this message, the Service Provider must specifically inform the Customer about the unsubscribe keyword.

All messages sent to Customers must identify the Service Provider.

8. Multiple Subscriptions

Information to Customers (recommended)
The Third Parties that offer multiple Periodic Subscriptions (defined above), in the same short code, should send additional information whenever a Customer subscribes his/her second and following services:

- A list of all active Subscriptions Services must be sent to the Customer, free of charge, informing all the active Subscription Services, the price thereof and the unsubscribe information.

Commercial Offer
Within the same Short Code or Brand, Service Providers should observe the following rules:

- Each subscription content offer must apply to all core content, in other words, it can only exist one single Subscription Service per type of content, for example: Real Tones, Polyphonic Ringtones, Java Games, etc. However, the Service Provider is allowed to offer generic subscriptions that gather different types of content: All offer of Real Tones plus all offer of Java Games

- Multiple Subscription Services should not contain only parts of types of content.

Example 1 not to follow: One subscription of Summer Wallpapers and other subscription of Funny Wallpapers

Example 2 not to follow: Summer Subscription: Summer Ringtones and Summer Wallpapers.

9. Database management

Automatic Unsubscription (removing an MSISDN from the Service Provider Database)

In order to keep the service database clean and to allow for effective Customer support, the following rules must be implemented:

- The Service Provider’s application must analyze the delivery confirmation messages (more info on Technical Requirements Document) and automatically unsubscribe a Customer if for two months the delivery confirmation of the messages sent to such a number mentions that the message was not delivered. If the service generates conditional alerts, the Service Provider must make sure that at least one message per month is sent to each Customer. This message can be a free message sent to the Customer just to make sure that he/she is still reachable;

- The Service Provider must supply until the 10th day of each month the list of all Vodafone MSISDN registered on the service at the first day of that month. This information must include: MSISDN, service subscribed, activation date (for the subscribed service), number of messages sent (per subscribed service) and date of the last message
successfully delivered (per subscribed service). This information must be sent in a file in csv format. Vodafone may request the Service Provider to remove any Customer from the Service Provider’s database. The Service Provider shall confirm to Vodafone, no later than 5 (five) working days from Vodafone’s request, that the identified numbers have been removed from the Service;

- **E-mail unsubscription from Vodafone’s Customer Care** – The Service Provider must develop an e-mail interface to allow for Customer unsubscription. If requested by the Customer, Vodafone’s Customer Care should be able to send an e-mail from a pre-defined e-mail address to a Service Providers’ e-mail address with the following format: “Sair” (MSISDN). Upon receiving this message the Service Provider must unsubscribe the Customer, and send two confirmation messages: one e-mail replying to the request from Vodafone’s Customer Care and one SMS to the Customer, similar to the one he/she would receive if he/she had sent an SMS unsubscribing the service (see 5. above).

**10. Updates for Vodafone’s Customer Support**

Besides the obligation of the Service Providers to promote and maintain a Customer Support service, they must permanently update Vodafone with each and every Service description and keywords updates, so that Vodafone’s Customer Service has updated basic information about the services. This information should be provided with reasonable advance about the features of such initiative to the Partner Manager.

**11. Go/No go tests**

All MT Reverse Billing Services must go through an operational test phase conducted by Vodafone Portugal. During this process Vodafone Portugal will implement an internal trial phase during which all service functionalities will be tested. The Service Provider may be requested to operate the service as if it was in production so that faults can be identified.

Vodafone will only authorize the launch of MT Reverse billing Services after successfully completing the tests.

**12. Service Launch**

The service may not be launched while any of the specified requirements is not implemented. After the launch, any breach of these Rules will be subject to penalties. These penalties, which are described in the agreement, may range from financial penalties to immediate service suspension.

**13. Copies and records**

The Service Provider must keep copies and records of all the subscription messages and/or subscription requested from the Customers.

**III - Mobile Adult Content Services**

**1. Scope**

Vodafone Portugal takes very seriously all adult content related issues and has participated in a number of international and local initiatives aimed at providing a safer and a more responsible environment to distribute content to Customers, thus protecting minors from having access to content that is not suitable to them.

In this regard Vodafone Portugal has signed a national self-regulatory Code of Conduct on Safer Mobile Use aimed precisely at ensuring safer mobile use by young teenagers and children.

As a result all Adult Content Services launched or operated by mobile content providers through Vodafone’s networks shall be carried out in strict compliance with:
• Portuguese laws and any other applicable laws, not only concerning event and content classification, but also relating to advertising and the provision of Premium Services;
• Vodafone’s specific rules for Adult Content Services (reflected in these Guidelines) - Vodafone Portugal believes that a special duty of care shall be taken into account in the promotion of the above services, in particular by addressing the concerns relating to child protection;
• The Code of Conduct on Safer Mobile Use.

By issuing these Guidelines Vodafone Portugal aims at contributing towards high levels of transparency and minor protection concerning Mobile Adult Content.

2. Adult Content Definition and Classification

Notwithstanding ICP – ANACOM determinations with respect to these services, Vodafone deems two types of services as Adult Content Services: The services that allow (i) Customers to view or download adult targeted media (Adult Media Services) and (ii) chat services that can be classified as “Adult Chat”.

2.1 Adult Media Services

The mobile content providers industry, together with mobile operators, have prepared an international and objective classification matrix that clearly reflects the type of adult content available in the market.

Vodafone has used this content classification matrix as guidance for the definition of Erotic service and within this type of content, which Erotic services are acceptable to Vodafone. The matrix is attached hereto as Annex I and is valid for all forms of content delivery by content providers, either by SMS, MMS or WAP. Thus:
• Third parties can develop services classified between 1.3 and 3.2 (inclusive) (these services must follow the guidelines presented in this document and the rules of the Code of Conduct).
• Services above 3.2 are not allowed.

2.2. Adult Chat Services

The following chat services shall fall under these Guidelines:
• Chat services that are actively operated and promoted by Third Parties and targeted to adult (e.g. chat services where the Service Provider generates content to interact with the customers);
• All other chat services that Service Providers wish to include in this range of Adult Content Services.

3. Promoting Adult Content Services

• Adult Content Services, and their promotional documentation cannot contain references which suggest or imply that the services are suitable for persons under 18 years of age;
• The advertising materials should be in line with the content that will be delivered if the Customer chooses to purchase (i.e., the promotion should not promise content that is above the 3.2 classification in Annex I and the content samples being presented in the advertising should be as reliable as possible to the content being sold to Customers).

The content samples being presented in the advertising should be as reliable as possible to the content being sold to Customers.
<table>
<thead>
<tr>
<th>Rating</th>
<th>Title</th>
<th>Description</th>
<th>Male</th>
<th>Male</th>
</tr>
</thead>
<tbody>
<tr>
<td>CS1.0</td>
<td>Glamour/Topless</td>
<td>Single Model, no nudity must be wearing bra and panties/swimwear/etc. No nipples, no nipple shadow, no nipple covers, no pubic hair or see-through underwear. Can include full rear view if wearing G-String/panties. No sexually suggestive touching or position. No use of objects to imply sexual activity (See Comments).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CS1.1</td>
<td>Lingerie</td>
<td>Single Model, no nipples, no nipple shadow, no nipple covers, no pubic hair or see-through underwear. Can include full rear view if wearing G-String/panties. No sexually suggestive touching or position. No use of objects to imply sexual activity (See Comments).</td>
<td></td>
<td>Penis must not appear erect underneath clothing</td>
</tr>
<tr>
<td>CS1.2</td>
<td>Glamour</td>
<td>Single Model, no nipples, no nipple shadow, no nipple covers, no pubic hair or see-through underwear. Can include full rear view if wearing G-String/panties. Can include limited sexually suggestive touching or position. No use of objects to imply sexual activity (See Comments).</td>
<td>Penis must not appear erect underneath clothing</td>
<td>Penis must not appear erect underneath clothing</td>
</tr>
<tr>
<td>CS1.3</td>
<td>Medium Shot Female Nude - rear</td>
<td>Medium shot of single model, can include full rear view but not with legs up or apart. No pubic area/hair, outer lips and/or anus. No use of objects to imply sexual activity.</td>
<td>No Penis or genitalia visible</td>
<td>No Penis or genitalia visible</td>
</tr>
<tr>
<td>CS1.4</td>
<td>Topless</td>
<td>Single Model, no genitalia, no pubic hair, can include full rear view in 1.3. No sexually suggestive touching or position. No use of objects to imply sexual activity.</td>
<td>Penis must not appear erect underneath clothing</td>
<td>Penis must not appear erect underneath clothing</td>
</tr>
<tr>
<td>CS1.5</td>
<td>Topless with sexual suggestion</td>
<td>As CS1.4 above, but in a limited sexually suggestive pose.</td>
<td>Penis must not appear erect underneath clothing</td>
<td>Penis must not appear erect underneath clothing</td>
</tr>
<tr>
<td>CS1.6</td>
<td>Female Female Topless</td>
<td>More than one model, no genitalia, no pubic hair, can include full rear view. Limited sexually suggestive touching or position (See Comments). No use of objects to imply sexual activity.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CS1.7</td>
<td>Female Male Topless</td>
<td>More than one model, no genitalia, no pubic hair, can include full rear view. Limited sexually suggestive touching or position (See Comments). No use of objects to imply sexual activity.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CS2.0</td>
<td>Nudity/Initial Sexual</td>
<td>More than one model, no genitalia, no pubic hair, can include full rear view. Can include kissing, sexually suggestive touching of themselves or each other (See Comments). No use of objects to imply sexual activity.</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>CS2.1</td>
<td>Female Female Topless Touching</td>
<td>More than one model, no genitalia, no pubic hair, can include full rear view. Can include kissing, sexually suggestive touching of themselves or each other (See Comments). No use of objects to imply sexual activity.</td>
<td>Applies to Male Male</td>
<td></td>
</tr>
<tr>
<td>CS2.2</td>
<td>Female Male Topless Touching</td>
<td>More than one model, no genitalia, no pubic hair, can include full rear view. Can include kissing, sexually suggestive touching of themselves or each other. No use of objects to imply sexual activity.</td>
<td>Applies to Male Male</td>
<td></td>
</tr>
<tr>
<td>CS2.3</td>
<td>Medium Shot Female Nude - Front</td>
<td>Medium shot of single model, can include full rear view or full frontal but not with legs up or apart. Pubic area/hair may be seen but no view of inner lips. No anus visible. No use of objects to imply sexual activity.</td>
<td>No Penis or genitalia visible</td>
<td>No Penis or genitalia visible</td>
</tr>
<tr>
<td>CS2.4</td>
<td>Female Female Nudity</td>
<td>Nudity as CS2.3 but with more than one model. Can include kissing/licking of breasts, fingers, or pubic area. No use of objects to imply sexual activity.</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>CS2.5</td>
<td>Female Male Nudity</td>
<td>More than one model, no male genitalia or pubic hair, female nudity as CS2.3. Can include kissing/licking of breasts but excludes kissing/licking/touching of genitalia. No use of objects to imply sexual activity.</td>
<td>Applies to Male Male</td>
<td></td>
</tr>
<tr>
<td>CS2.6</td>
<td>Non-Penetrative Female Masturbation</td>
<td>Medium shot of single model, can have legs up or apart but no detailed view of genitalia or pubic area, no penetration with fingers, no excretion. Hand must cover pubic area or be inside/outside of G String/panties. No use of objects to imply sexual activity.</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>CS3.0</td>
<td>Genitalia</td>
<td>Medium shot of naked model in which pubic area and genital detail may be seen and can include legs up or apart. Picture is not to be solely of pubic area. No excretion, no penetration, no pulling apart of lips. No anus visible. No use of objects to imply sexual activity.</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>CS3.1</td>
<td>Medium Shot Female Genitalia</td>
<td>Medium shot of naked model in which pubic area and genital detail may be seen and can include legs up or apart. Picture is not to be solely of pubic area. Penis visible but not erect (45 degrees). No anus visible. No use of objects to imply sexual activity.</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>CS3.2</td>
<td>Medium Shot Male Genitalia</td>
<td>Medium shot of naked model in which pubic area and genital detail may be seen and can include legs up or apart. Picture is not to be solely of pubic area. Penis visible but not erect (45 degrees). No anus visible. No use of objects to imply sexual activity.</td>
<td>Applies to Male Male</td>
<td></td>
</tr>
</tbody>
</table>