

Code of good practice in the area of safe use of mobile phones

Introduction

The hereby Code was adopted by P4 sp. z o.o., Polkomtel S.A., Polska Telefonía Cyfrowa sp. z o. o., Polska Telefonía Komórkowa sp. z o. o., Wirtualna Polska S.A. and Telekomunikacja Polska S.A., called hereinafter "Signatories", for the use in the Polish telecom market.

The Signatories sign the Code perceiving fast development and increasing accessibility of technological solutions (inter alias: colour screens, video cameras, possibility of recording short films, picture messaging and Internet browsers) which can be used to access a growing variety of content.

In anticipation of fast development of these products, being widely adopted by consumers, including consumers under the age of 18, the Signatories are putting in place the recommendations defined in this Code. In particular this Code is an expression of perceiving the necessity of such cooperation with clients which will allow to promote safe use of mobile telephony services, in particular among young people and children.

In particular the intention of Signatories is that parents and carers should have access to the information making possible to show children and young people how to use mobile phones responsibly and what appropriate types of content are designed for this group of recipients.

The Code covers rules of access to texts (also called "content"), including visual content, online gambling, chat rooms and Internet access.

The Code provides framework solutions and does not prevent Signatories from adopting further solutions in this area with respect to provisions of the hereby document. Each of Signatories may choose or use other organisational or technical solutions remaining consistent with overall provisions of the Code. Taking into consideration the above, the Signatories will regularly review the telecommunications market and technical solutions accessible on it to achieve the provisions of the hereby Code.

The Signatories commit to apply the hereby Code with its reference to their own content available to users under their own brand. The Signatories do not possess sufficient possibilities to control content distributed or made available by remaining (external) content providers. Nevertheless they will cooperate with content providers, and in particular inform them on signing the hereby Code.

Detailed Provisions

Commercial content

The Signatories should not offer any own-brand commercial content which would be classified as only suitable for adult customers in equivalent media, without providing appropriate means to control access to such content under parental control.

Appropriate means to control access to content should also be applied where content is supplied by contracted providers of third party commercial content which would be classified as only suitable for adult customers in equivalent media. The Signatories will work with its contracted content providers to ensure access controls for their content.

Classification

The Signatories will classify and assess content unsuitable for users under 18. The above distinction should comply with standards used in other media or by other subjects which mission is to protect users under 18 against access to inappropriate content.

Each Signatory commits to classify own content. Through their contractual relationships with professional third party content providers, mobile providers should ensure, after consultation, that these providers classify their commercial content.

Internet content

The Signatories cannot take responsibility for the content offered via Internet.

Taking into consideration the above, the Signatories commit to provide parents and carers with information making aware children and young people how to use phones in a responsible way and what are appropriate types of content designed for this group of recipients.

Illegal content

The Signatories take actions aiming to report to appropriate state institutions on the violation of respective laws in the scope of this Code.

The Signatories support national authorities in dealing with illegal child images and will facilitate the notification of this content where hosted on mobile community products or on the internet sites owned by them.

The Signatories will support the creation of appropriate legally authorized national take-down procedures for such illegal content, including a commitment to liaise with national law enforcement.

Information obligations

The Signatories commit to provide advice to consumers, including children, young people and carers on the nature and scope of use of the modern communication devices. They also commit to undertake and support other actions aiming to deepen consumers' knowledge in this area.

Legal and regulatory actions

Provisions of the hereby Code do not infringe commitments of Signatories resulting from other regulations.

Any changes made to the Code require a written form for its validity.

Application of the Code

The Code will be implemented one year following its signing.

In case of severe technical implementation problems an additional period of 6 months can be granted for implementation upon notice of the other signatories.

The Signatories commit to:

- implement and apply the Code,
- update its provisions,
- review and make appropriate changes complying with stage of development of the services, which appropriate provisions refer to.

Each of Signatories informs the content providers which contracts are binding of the fact of signing this document.

Each of Signatories commits to:

1. publish the Code on its web side,
2. introduce and update solution concerning access control to content services according to the provisions of the hereby document.

The Signatories express their will to cooperate with institutions and organisations, which within their statutory tasks realize targets defined in the hereby Code.

Glossary

The following expressions mean:

Commercial content – means content provided by content provider. In case of services sold under own brand, including own content, the Signatories act as content providers which includes in particular picture, video clips, mobile games, music or access to on line gambling. It does not include content accessed via the Internet, where the Signatories are providing only the telecom infrastructure.

Commercial content provider – the Signatory or provider, which signed a contract with the Signatory. The above contract should provide delivering content to users via teleinformatic tools.

Internet content – content accessed on the internet (including sites that can be accessed using WAP where the Signatory provides only connectivity and is not responsible for the services offered in the remaining field.