

**GOF GUIDELINES FOR
“DIRECT OPERATOR
BILLING” SERVICES
V1.1**

Applicable as of March 1st 2016



Given that

- a. the market development of (mobile) internet services will benefit from secure and reliable payment Transactions and the transparency of the conditions governing (mobile) internet services and thereto associated payment Transactions;
- b. these Guidelines relate exclusively to Services invoiced by the Operator to the End user, as well as to the thereto associated Transactions, and that they therefore do not apply to (mobile) internet services that the customer pays for in another way;
- c. the members of the GOF hereby want to ensure End users should not pay for:
 - Services which were not provided to them (in their entirety);
 - Services which do not meet their legitimate expectations;
 - Services whose terms and conditions were not communicated to the End users beforehand in a sufficiently clear manner;
 - Services not **compliant** with the law;
- d. the members of the GOF want to ensure that the interests of End users are protected in the case of Services that End users should not pay for but which involve the use of their personal data (MSISDN/XID/ASID).

I. General Provisions

1. Definitions

Confirmation screen:	Screen displaying the presale conditions by which the End user must deliberately approve before purchasing/delivering a Service.
Contractor:	Party directly connected to the mobile network of one or more Operators and allowing the Service provider to provide Services to End users through this (these) mobile network(s) (synonyms: <i>Gateway Provider</i> , <i>Service Editor</i> or <i>Master Aggregator</i>).
Direct operator billing platform:	Specific configuration of hardware and software used by the Operator, connected to the mobile network and offering an interface to the Contractor and (indirectly) to Service providers and End users.
Downloadable content:	Digital Service (and/or part thereof) that can be selected, downloaded and (temporarily) stored in the memory of a device.
End user:	Any customer of an Operator.
MSISDN/XID/ASID:	(Anonymous) subscriber ID: unique number provided by the Operator for the recognition of an individual End user by the Contractor.
Operator:	Party which collects the Transaction from the End user in the name and on behalf of the Service provider.
Service provider:	Supplier of Service/Product that is supplied to the End user.
Service/Product:	The one-off content or in the form of a subscription offered to an End user that will be charged to the End user by the Operator.
Subscription service:	Paid Service by which a registered End user receives information and/or a Service at regular, predefined intervals.
Transaction:	Payment request by the Contractor and/or Service Provider to the Operator in order to bill the End user for a Service or Product.



2. Code of conduct

These “GOF Guidelines for the Direct Billing Services of Operators” apply to any purchase made on the Internet and billed by a mobile Operator.

They apply to any legal entity which provides Services and on behalf of which the Operator receives the payments, regardless of the country where it is established.

These “GOF Guidelines for the Direct Billing Services of Operators” are an integral part of the contract between the Operator and the Contractor.

The GOF may at any time amend these “GOF Guidelines for the Direct Billing Services of Operators,” in particular to adjust them to the changing market, Services, technology, legislation, etc. These amendments shall come into force and be communicated to the Contractors immediately.

The Contractor and the Service provider shall at all times adhere to the Belgian and European laws and directives such as (but not limited to):

- Privacy Legislation
- The Code of Economic Law; among others, Volume VI
- The Gaming Legislation
- The Tax Legislation

If any provision of these guidelines differs from the legal provisions then the latter shall prevail.

3. Implementation

The Contractor and the Service provider shall take the necessary steps to strictly implement these “GOF Guidelines for the Direct Billing Services of Operators,” which are an integral part of their general terms and conditions.

The Contractor shall include the entirety of these GOF Guidelines in the contract with the Service provider and any other party associated with the supply of the Service. These Guidelines include binding rules, but also guidelines for the marketing of Services.

II. Services

1. False advertising

- a. Advertisements for Services may not contain announcements, illustrations, suggestions or omissions likely to mislead the End user on the nature and characteristics of the Products and Services offered. The price and the manner in which it is calculated may not be misleading either.
- b. No Service may be offered in such a way that it seems to take on a character other than its real character, for example by suggesting that it has to do with winning a prize, playing a game, a membership or joining a club.

2. Compatibility of devices

A Service provider may not offer a Service to an End user if there is reason to believe that this Service is not compatible with the User's device.

3. Customer service to End users

- a. The Contractor or Service provider guarantees the existence of a customer service that the End user can access easily. This service handles complaints and feedback concerning in particular:
 - quality
 - price
 - amounts billed
 - questions on the operation of the Service among other things

Any Contractor shall enable any Operator to direct the End users to the aforementioned customer service.

- b. The homepage of the Service provider and/or the Service Confirmation screen must clearly display a link to the correct contact details of the Service provider.
- c. The Service provider must clearly identify itself in all advertisements for the Services that it offers to make sure the End user has no doubt in that respect. Anyone offering a paid Service shall have or acquire a customer service from which each End user may obtain the necessary information about the Service. The customer service is available by
 - dialling a domestic telephone number whose communication costs per minute are not higher than a call to a local number, and/or;
 - filling in a web form, a copy of the complaint will be automatically send to the End user, and;
 - having a valid email address.

In case the customer service is also provided by telephone, it shall be sufficiently staffed and equipped, and allow the End user to speak with an actual person. That person shall be able to reply to the End user in the Belgian official language of his/her choice or the language spoken by the Service provider during the transaction of the Service.

- d. For each Transaction, the Contractor or Service provider shall clearly indicate to the End user where he/she can find the web page containing information about the order. This page summarizing the orders shall remain accessible to the End user for at least one (1) year after the order. In any **written** communication with End user, the Contractor or Service provider shall also refer to this web page. See overview - Section III Clause 2.

4. Erotic Services

If the Service provider is offering erotic Services, it shall always call those 'Adult Content Services'. The Service provider must ensure that the End user is at least 18 years of age (see Clause 11 below).

5. Downloadable content

If the Service offered by the Service provider consists of Downloadable content, the file size shall be clearly indicated before downloading.

6. Subscription services

- a. To confirm the subscription, a standard message shall be sent free of charge to the End user by SMS immediately following registration.
- b. Once a month, on the date matching that of the commencement of the subscription, a standard message shall be sent free of charge to the End user by SMS. For example, if the subscription was taken on June 12th, the monthly reminder message shall be sent every time on the 12th of the month or on the first day of the following month where the month does not contain that day.
- c. The text of these standard messages, such as indicated under 6a and 6b, shall be the following:
 - *Standard message EN: "Free message from DDDD: you are subscribed to the Service of NNNN at xx euro/PPP. To unsubscribe: click SSSS or call 0X/XXX XX XX."*
 - *Standaard bericht NL: "Gratis bericht van DDDD: u bent ingeschreven voor de Dienst van NNNN aan xx euro/PPP. Om te stoppen: SSSS of bel 0X/XXX XX XX."*
 - *Message standard FR: «Message gratuit de DDD: vous êtes abonné à un Service de NNNN à xx euros/PPP. Pour y mettre fin: SSSS ou appelez le 0X/XXX XX XX.»*

This standard SMS must be integrally displayed.

Key:

XX euro = rates per period (day/week/month) for the End user

NNNN = Name of Service

DDDD = Name of Service provider

PPP = Period for which the rate will be applied to the End user

The rate and the period shall be shown in full, without abbreviations

SSSS = Clickable link to terminate the Service and the customer service telephone number.

- d. The customer cannot stop the message confirming the subscription or the reminder messages.

- e. For Subscription services, the homepage should clearly indicate the following links: Subscribe; Unsubscribe and link to the detailed overview of the Services.

A subscription which has not given rise to valid Transaction or any reminder SMS, for three (3) months, must be (immediately) terminated by the Service provider at the end of the period for which it has been paid.

- f. Significant changes to the Services

If the essential terms and conditions of a Subscription service are amended (e.g. the rate for the End user), the Service provider shall request, prior to implementing the change, the explicit consent of all subscribing End users before proceeding to provide the Service to them under the new terms and conditions.

In such a case, the user is allowed to unsubscribe at no cost.

Where the Service provider fails to obtain the consent of an End user, the subscription of this End user is deemed to have ended. In this case, the Service provider informs the End user, by SMS, of the termination of his/her subscription.

The Service provider shall inform the End user of the change and the opportunity to unsubscribe in a simple, clear and transparent manner. This information must be displayed continuously on the (mobile) web page which the End user uses to access the Service.

- g. Termination the Service

If the Service provider stops a Subscription service, all subscribers to this Service shall be informed of the fact free of charge by the Service provider.

If the Service is terminated by the customer or the Service provider, the Service must be supplied until the end of the period paid for by the End user.

7. Recognition of the End user

If an XID and/or MSISDN (e.g. cookies) are/is used in the registration or payment of a Service, the following rules apply:

- a. For the purpose of End user recognition by means of an XID and/or an MSISDN, current data, independent of the device and obtained from the mobile network, must be used in all instances.
- b. When a payment for a Service is made via the mobile network by means of a device that does not support SMS, the End user must send a verification PIN code via the mobile phone number on which he or she wants to receive the SMS notification before the subscription can be completed. The payment will be billed via the mobile phone number linked to the device used to make the purchase.
- c. The Contractor/Service provider is not allowed to transfer XID and/or MSISDN data to third parties and/or connect customer data and/or personal data to other data files, whether or not related to the Service, unless the End user has given his/her prior express consent to do so.

- d. The Contractor and the Service provider ensure the Operator and the End user that they are in compliance with all the applicable laws and regulations when they use the XID and/or MSISDN.

8. Privacy

- a. Provided that the Operator supplies personal data to the Contractor or the Service provider, the Contractor or Service provider may process such data only if and insofar as this is necessary to provide the Service to the End user, or if and insofar as the End user has given his/her prior express consent for this purpose.
- b. In particular, the processing of personal data by the Contractor or the Service provider must meet the requirements of the privacy laws and the telecom law. In all cases, the Contractor and the Service provider must disclose to End users on or through the Service's website, and in a simple and accessible manner, the purposes for which they process their personal data.

9. Use of the mobile phone

- a. Subscribing to a Service by "implicit consent" is not allowed. The End user must give his/her express agreement to any registration, option and/or consent.
- b. An application cannot lead to an order or a disguised registration involving payments without the intentional interaction and express consent of the End user.
- c. Without prejudice to other requirements arising from legislation or these GOF Guidelines, a Service cannot be provided without authentication of the End user via his/her mobile phone.
- d. With every purchase or registration for a paid Subscription service, the entire purchase experience will always be channeled through an explicit payment button and, where necessary, confirmation of age and acceptance of the terms and conditions. A purchase/subscription by clicking on a banner, picture or pop-up page is not allowed.

10. Notifications by SMS

All SMS messages to be sent to the End user under these Guidelines shall be free of charge for him/her and sent via direct SMSC connection to the Operator.

All SMS messages sent by other means shall be deemed to have been neither sent to nor received by the End user.

11. Age verification

The Service provider shall perform age verification. Through this verification, the End user confirms that he or she is eighteen (18) years of age or older. This verification must be used for both adult Services and Subscription services.

III. Transactions

1. General provisions concerning Transactions

The Contractor and/or the Service provider shall, in the payment order sent to the Operator's billing platforms, clearly describe the Transaction in accordance with the Operator's specifications.

The Contractor and/or the Service provider guarantees that the price displayed on the Confirmation screen corresponds to the rate billed to the End user and to the rate forwarded to the Operator for the purpose of billing the Service to the End user.

2. Summary of Services

The Contractor or Service provider shall make a personal webpage available to each End user, which can be viewed at any time. The webpage shall contain a detailed summary including the following data at least:

- date of purchase
- purchase price
- website URL
- description of Service purchased
- Subscription service if applicable

Please also refer to Section II Clause 3d.

Example:

NAME	PRICE	DATE OF PURCHASE	STATUS	CATEGORY
Extra Moes with Lollipops (Candy Crush Saga)	€ 0.89	8 January 2014	Completed	Applis Android
Google Play Music All Access	€ 7.99	11 August 2013	Completed	Music
I'm Your Sacrifice (Radio Edit)	€ 1.29	8 June 2013	Completed	Music Pop
Get Lucky	€ 0.99	5 June 2013	Completed	Music Dance/Electro

IV. Complaints, enforcement and maintenance of the rules

1. Handling of complaints by the Contractor and/or the Service provider

- a. The Contractor and/or Service provider shall respond adequately to any complaint, query or comment that the End user may communicate to it with regard to the content, operation or communication of a Service by the Contractor and/or Service provider concerned. The complaint of an End user shall always be handled.
- b. If the Contractor (which is not the End user) requests the Service provider concerned to provide the complete history of messages, the latter must disclose the information requested within three (3) Belgian working days from the date of receipt of this request. Past that deadline, the Contractor shall have to compensate the End user for the litigious amount within the framework of the complaints procedure.
- c. In the case of a Subscription service, if it appears that the subscription has not been registered according to the GOF Guidelines, the End user is deemed not to have consented to the Service and is compensated for the disputed amount.
- d. The Contractor and/or the Service provider handling the complaint shall endeavour to expedite said complaint within 5 (five) Belgian working days. Past that deadline, the party responsible for handling the complaint shall take the initiative to inform the End user of the reasons for the delay. Where the End user is due to receive a compensation, this is payable by the party responsible for handling the complaint within ten (10) Belgian working days after the complaint was determined as founded.

The Contractor shall ensure that the content of the Confirmation screen and, where appropriate, relevant messages retain for at least one (1) year the history of the free informative SMS messages (Service, time, date, sender's number, receiver's number, contents) sent to the End user as well as fees billed to the latter, in accordance with the regulations in force, in order to allow their viewing in case of complaints and potential litigation.

The Contractor and/or the Service provider are also required to do so should the End user request information and to avoid or prevent fraud. The details of the Transaction and the registration and/or records of registration of the subscription shall be retained throughout the duration of the subscription and at least one (1) year after terminating the Service.

- e. If the End user continues to receive the Service after having unsubscribed properly, the Contractor and/or Service provider shall resolve the problem within three (3) Belgian working days and is/are required to immediately repay to the End user fees incurred after unsubscribing.
- f. The compensation shall be made by the Contractor and/or the Service provider in the form of a refund of the litigious amount or the over-payment, and this within ten (10) Belgian working days after determining the founded complaint. The compensation shall not take the form of credits or other Services (unless the customer gives his/her express consent in writing). In case of dispute with the End user, the Contractor or the Service provider shall supply proof of refund upon the Operator's simple request.

2. Handling of the complaint by the Operator

- a. When the End user communicates a complaint, query or comment to the Operator, the Operator shall share the contact details of the Contractor and/or Service provider with the End user. The customer himself must then contact the Contractor and/or Service Provider. If the complaint lodged by the End user is not resolved by the Contractor and/or Service Provider, the customer needs to submit a written complaint, query or comment through the Operator's official channel (customer care e-mail address, online form, or letter). The Operator will subsequently ask the Contractor and/or Service Provider for the required information. Upon the Operator's simple request to obtain a complete history of messages and/or necessary data, this Contractor/Service provider must provide the requested information within three (3) Belgian working days of receipt of the request.

If it turns out from the received information that the service does not comply with applicable regulations or the request for information is not processed in time by the Contractor and/or Service Provider, the End user will be compensated by the Operator for the disputed amount on behalf of the Contractor and/or Service Provider. The Contractor and/or Service Provider will reimburse the Operator for the disputed amount.

- b. Operators are empowered by the End users to request information about Transactions that were charged to them and provide this information to the relevant End user.
- c. The Service provider shall at all times at least provide the following information to the Operator:
- Timestamps of:
 - the subscription and unsubscription
 - the payment Transaction(s)
 - the delivered SMS notifications
 - the use of the Service
 - Type of device
 - IP address
 - Type of Browser
 - Prove compliance with the legal rules on pre-contractual requirements.

Base Company NV/SA
Luc Windmolders
Chief Legal & Corporate Officer

Mobistar NV/SA
Paul-Marie Dessart
Secretary General

Proximus NV/SA
Sandrine Nelissen Grade
Director Group Public Affairs