

# **Code of Mobile Content Services**

## **1. Introduction**

- 1.1. The supply of Content Services is constantly expanding because of the rapid development of mobile technology and mobile connection Users' growing need for even more informative, entertaining and other Content Services.
- 1.2. Most services are provided at a fee determined by the Content Provider and are purchased using the Participants' mobile electronic communications network.
- 1.3. Operation, content and quality of the Content Services is provided by different Content Providers and the understanding of Content Service delivery may differ, if no unified general principles are set that must be followed in providing such Content Services. It is therefore important that Participants apply unified terms and conditions to all Content Providers, thus protecting the User's interests and ensuring that the User is fully aware of the Content Service they are planning to purchase or are already using, as well as the procedures necessary for cancellation of the service.

## **1. Terms Used**

- 1.1. Subscription period – period of time, specified by the Content Provider, in which the User receives Content Services according to the procedures and extent indicated in the description of the Content Service.
- 1.2. Information that is harmful to children – information that is not prohibited from being made available to an adult user, but that poses a threat to a child's physical, mental or moral development, and the distribution of which is regulated by the Code of Practice for the Protection of Children in the Field of Mobile Communications in Latvia of June 30, 2008.
- 1.3. Member – Latvian mobile service provider.
- 1.4. Code – Code of Mobile Content Services.
- 1.5. Service Number (Code) – the service number, which is used to send messages and receive content within the Content Service.
- 1.6. User – the mobile connections user, who intends to apply, is applying, or is already using the Content Services provided by the Content Services Provider.
- 1.7. Request – Content Service request the user has sent via message to the Service Number (Code), or other affirmative action conducted by the User.
- 1.8. Content Subscription Service – Content Service, within which, upon the Request of the User, the Content Provider sends more than one Content Service over a specified period, called the Subscription Period.
- 1.9. Content Service – any kind of fee-based mobile Content Service that is offered via the Internet, TV, radio, or other means and the purchase of which is made through mobile devices.
- 1.10. Content Provider – natural or legal person or other legal personality that provides Content Services.

## **2. The General Part**

### **2.1. Purpose and Scope of the Code**

- 2.1.1. The Code was developed by the Participants in order to define common general principles of Content Services delivery in the areas of Content Services related advertising, information, delivery and customer services, that must be followed by the Content Providers to protect Users from dishonest operations or interpretations of the terms and conditions by the Content Providers, thus promoting the Users' confidence in safe usage of Content Services.

- 2.1.2. The Code applies to all Content Services the purchase or usage of which is conducted via mobile devices.
- 2.1.3. Participants will provide information on the detected violations of the norms of the code in order to effectively ensure the protection of the Users, and prevent misleading of the Users and causing potential damage to Users.
- 2.2. Liability of Content Providers and Participants
  - 2.2.1. Content Providers are independently responsible for maintaining the existing laws and regulations of the Republic of Latvia and the principles of the Code in delivering Content Services.
  - 2.2.2. Content Providers and Participants are bound by the Code of Practice for Protection of Children in the area of Mobile Communications in Latvia developed by the Participants in June 30, 2008.
  - 2.2.3. Participants will not be held responsible for the Content Services delivered by Content Providers and will apply the Code to the extent legally and practically possible.
  - 2.2.4. The Code contains the minimum requirements and does not limit the rights of Participants to include additional requirements in their contracts with Content Providers; neither does the Code prevent Content Providers to introduce additional user education events and / or means compatible with the purpose of the Code.
  - 2.2.5. Participants make the principles contained in the Code compelling to the Content Providers, with whom cooperation agreements are entered after the entry into force of the Code, as well as, to the possible extent, to those Content Providers with whom contracts have been concluded before the Code came into force.

### **3. Requirements for the delivery of Content Services**

- 3.1. The Advertising and Information Content of the Content Services
  - 3.1.1. The Content Provider is obliged to incorporate clearly readable and easily understandable information about the content, fees, acquisition process, delivery procedure, as well as terms and conditions for cancellation of Content Services in accordance with Latvian legislation norms in all the advertising materials, including websites.
  - 3.1.2. Content Provider provides the information in accordance with the essential meaning of the Content Service, and it may not be misleading.
  - 3.1.3. If the Content Service is designed after a foreign service model, the Content Provider is obliged to provide a correct and complete translation of the amount of information indicated in this Code into the official language.
  - 3.1.4. The Content Provider has to clearly and unequivocally inform the User about:
    - a) Additional charges that may be calculated for a particular Content Services (such as sending or receiving text messages, or using data service);
    - b) The Content Provider – its registered name, Internet address, which contains information about the Content Provider and its Content Services, customer service phone number and / or other contact information;
    - c) Technical or other limitations related to the usage of Content Services;
    - d) The presence and regulations of lottery or gambling elements in the Content Services.
  - 3.1.5. Content Provider is subject to the following additional conditions:
    - a) The fee of Content Service and the terms of acquisition must be displayed near the Service Number (Code). The amount of the fee must be clearly visible and expressed in figures;

- b) The fee of Content Service and the terms of acquisition must be displayed until the moment of acquisition, that is, until the user has purchased a Content Service;
- c) The fee of Content Service and the terms of acquisition must be visible at all stages of the acquisition of a Content Service;
- d) In case of a Content Subscription Service, the Content Provider has to, in addition to the requirements indicated in paragraphs 4.1.1 – 4.1.4., note that it is a Content Subscription Service and the renewal of subscription is automatic. User must be informed about the Subscription Period for the Content that will be available to them within the service and the procedures of cancellation of the Content Subscription Services, as well as the minimum Subscription Period, if provided;
- e) If a Content Provider offers several Content Subscription Services, each of which has a different cancellation text, then cancellation texts of each Content Subscription Service must be specified;
- f) In advertising the Content Subscription Services clear and unambiguous terminology, such terminology must be used, such as: "This is a Content Subscription Service", "The Subscription Period will be extended automatically", "Service fee is LVL [x.xx] per week."

### 3.2. Operation of the Content Services

#### 3.2.1. Content Services have the following acquisition conditions:

- a) The Content Provider provides Content Services only upon user's request and ensures that the content and operation of the Content Services are consistent with the information provided in the sales and informational materials concerning the particular Content Service;
- b) The Content Provider provides the User with the connection or disconnection of the particular Content Service in accordance with the description of the particular Content Service;
- c) In case the Content Service contains information that is harmful to children, the Content Provider has to ensure the access to the Content Service is allowed only after the User has confirmed whether they are of age;
- d) If the User has made a request and entered wrong information, the User does not receive the Content Service and the Content Provider sends an error message to the User indicating the correct way to request the Content Service. The Content Service cannot be regarded as purchased until the user has correctly entered the information necessary for its acquisition;
- e) Content Provider sends all responses that are sent to the User using the same Service Number (Code) – the one that was displayed in the message user received when applying for the Content Service;
- f) Content provider enables the maintenance of the Content Service purchase contract terms.

#### 3.2.2. In addition to the requirements listed in paragraph 4.2.1, the Content Provider has to provide the following requirements when delivering the Content Subscription Services:

- a) Prior to completion of the application for a Content Subscription Service, the user should be able to get acquainted with the terms of Content Service delivery. Content Provider has to ensure that, if necessary, it can prove that it has received the confirmation from the User concerning familiarity with the terms of Content Service delivery, for example, the User has ticked the check box;
- b) If the user has, during the acquisition proceedings, ordered a Content Subscription Service, the Content Provider has to immediately forward the following information to the User:

- How often will the User receive the content of the Content Provider's Content Subscription Service, and the minimum Subscription period, if provided;
  - How much will the user have to pay for each time they receive the content of the Content Subscription Service or for a particular period of time when they receive the content of the Content Subscription Service;
  - Content Provider's contact information;
  - The procedure of cancellation of the Content Subscription Service;
  - The content of the Content Service, in case the Content Service is a text that during the subscription period has to be sent via text message; a WAP link to the Content Service, in case the Content Service is available or can be downloaded at a WAP site; the address of the Content Service website and information about the content of the Content Services, in case the Content Service is available at a website.
- c) The Content Provider has to ensure that the User receives information confirming that the service subscription application has been successfully registered immediately after completion of the application, when applying for a Content Subscription Service;
- d) During the Subscription Period, the Content Provider has to ensure that all the information sent to the User, is sent in the same format and type that were used when applying for the Content Subscription Service;
- e) Before the beginning of a new Content Service Subscription Period, the Content Provider is obliged to send the User information contained in subparagraph 4.2.2. b) of this Code, additionally indicating the name and amount of payment for the Subscription Period of the particular Content Service. If the User subscribes for a number of Content Subscription Services, the Content Provider sends the following information concerning each of them;
- f) The Content Provider is not allowed to change the content of the Content Subscription Service during the Subscription period without the consent of the User;
- g) The User must be provided with the following cancellation possibilities:
- Calling or e-mailing the Content Provider;
  - Using the same channels and way that was used when applying for the Content Subscription Service;
  - In case the Content Subscription Service communication campaign is over and the login site is no longer active, the Content Provider has to provide automatic forwarding to a web or WAP site that allows the user to deactivate the service. The site must clearly state the name of the Content Subscription Service and the campaign, in a way that the user can identify by the information received during the subscription;
- h) The user should be able to cancel the Content Subscription Service at any time and the Content Provider is obliged to terminate the subscription immediately after the User's first request. In this case, the Content Provider has to send the User information about the cancellation procedure in a format that can be saved. The Content Provider is not allowed to limit the User's right to cancel the service.

#### **4. Requirements for the Operation of the Content Provider**

- 4.1. Content Provider is obliged to give (written) explanations concerning the User complaints and questions submitted to the Code Participants in connection with the Content Services, at the request of the Code Participants.
- 4.2. Content Provider must provide Users with the ability to communicate with the Content Provider's customer service in the official language, by calling a phone number that is registered in Latvia and is not a premium rate phone number, as well as by other means of communication (e.g. e-mail).

4.3. Content Provider's customer service has to provide answers and address the issues and complaints raised by the Users. It also has to provide the Users with an opportunity to cancel further delivery of Content Subscription Services in accordance with the procedures and deadlines indicated in the legislation of the Republic of Latvia. Content Provider is obliged to publish the procedures and deadlines of complaints handling on its website.

## **5. Other terms and conditions**

### **5.1. Operation of the Code**

5.1.1. Code shall come into force with the tripartite signing and shall be in force indefinitely until Participants agree on the termination.

5.1.2. Each Participant has the right to withdraw from the Code upon written notice to the other Code Participants.

5.1.3. Any amendments to the Code shall be made in writing and shall come into force from the moment they are signed by all Participants.

5.1.4. Participants will publish the Code and amendments to the Code on their websites.

### **5.2. Code participants**

5.2.1. The Code has been concluded between the following Participants: Latvijas Mobilais Telefons SIA, Tele2 SIA and BITE Latvija SIA, and it must be abided by all the Content Providers who enter into or wish to conclude a cooperation agreement with one or all of the Participants of this Code.

5.2.2. Code can be joined by any mobile network operator upon a written notice to the Participants and publishing of the Code on its website.

## **6. Participant details and signatures**

### **Latvijas Mobilais Telefons SIA**

Ropažu iela 6, Rīga  
LV-1039  
Uniform Registration  
No. 50003050931

### **Tele2 SIA**

Mūkusalas iela 41b, Rīga  
LV-1004  
Uniform Registration  
No. 40003272854

### **Bite Latvija SIA**

Uriekstes iela 2a – 24, Rīga  
LV-1005  
Uniform Registration  
No. 40003742426

Juris Binde

CEO

Date .....

Valdis Vancovičs

CEO

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Fred Hrenchuk

CEO

Date .....