

Code of Conduct for the offer of Premium Services

**Version 3.0
12 April 2013**

Code of Conduct for the offer of Premium Services - CASP

Version 3.0

undersigned by

10993 S.r.l Acotel

S.p.A. Assocsp

Buongiorno S.p.A.

D2 S.p.A.

Dada Net S.p.A.

H3G S.p.A. Interactive

3G s.r.l. Jesta Digital,

GmbH Neomobile

S.p.A. Noatel S.p.A.

PosteMobile S.p.A.

Telecom Italia S.p.A.

Vodafone Omnitel N.V

Webcom TLC s.r.l.

Wind Telecomunicazioni S.p.A.

Zed Italia

Zodiak Active S.r.l.

on 1 July 2013

Part one

Premium Services and the CASP

Premium Services

Premium services - which are also known as value-added content services, or premium rate content services, particularly those supplied via SMS or MMS or through data connections across mobile telecommunication networks (mobile Internet), henceforth all jointly referred to as **Premium Services** – are currently an integral and significant part of the phone offer. They are services of great value, entertainment and utility – first of all for customers – through the various applications that are made available.

Premium Services include but are not limited to the offer of:

- logos;
- wallpapers;
- ringtones and video ringtones;
- screensavers;
- games;
- chats/communities;
- news and information services;
- voting;
- applications;
- videos;
- other digital content.

The Premium Services defined in this document do not include VoIP, MoIP, video call or videoconferencing services as well as any other service that requires voice connectivity through data connection.

In accordance with current regulations, the supply of Premium Services is subject to detailed rules of conduct, particularly to specific standards of transparency and to verification of their compliance on the part of the relevant Regulatory Authorities.

The CASP

History

The CASP is the result of a work group that met in 2008 through the joint initiative of the primary telephone services providers of the Italian market (Telecom Italia, Vodafone Omnitel, Wind Telecomunicazioni and H3G) and some of the major Content Service Providers (Buongiorno, Dada, David 2, Neomobile, Zero 9) in order to self-regulate the Premium Services market and protect users.

The work group drafted and approved the Code of Conduct for SMS/MMS premium rate services that are offered through numbers beginning with 4.

The first version of the Code of Conduct was undersigned on 29 May 2008 and was applied and integrated into the contracts between Operators and Content Service Providers.

Taking into account the development of premium rate services and the currently new and effective regulatory context, it was deemed appropriate to amend and update the Code of Conduct that was undersigned in May 2008.

Vision, mission and values of the initiative

The **vision** is to guarantee the correct development of the Premium Services business by ensuring the rights of customers and fair competition between the players in the sector.

The **mission** is to define common rules of conduct for the players in the sector in addition to promoting distribution and knowledge of the Code within the market as well as any potential updates, even on the basis of regulations of the sector relating to premium rate services.

The **values** that inspire these actions include:

- *transparency* in communications to the final user;
- *services' usability* on the part of users;
- *accessibility* to the Premium Services sector for the user and the external world;
- *quality and security* in managing customer data and in debits.

Version 3.0 of the CASP

Version 3.0 of the CASP – for the purposes of continually updating to keep up with technological innovation and the evolution in the offer of premium rate services - extends the scope of application of the code to **i)** new channels of access and use, i.e. mobile Internet on smartphones and tablets, and **ii)** new ways of offering and using the services, in particular for Browsing and Applications.

Part two

Introduction, guiding principles and Code of Conduct

Introduction to the Code

Purposes of the Code

This self-regulation Code aims at defining mutually agreed upon operating rules in relation to the disclosure of information and the communication of prices, characteristics, activation and deactivation methods for Premium Services, as defined in paragraph “Premium Services” of this document, as well as in relation to call blocking services in order to protect consumers’ rights and guarantee fairness in commercial practices on the part of operators in the sector. In particular, the rules which are defined below apply to all channels of communication and access to the Premium Services existing on the date of signing of this code: web, wap, mobile Internet, TV, print, sms, mms.

Scope of application

The Code of Conduct outlines common operating rules for transparency within the Premium Services market, as defined in the paragraph “Premium Services” of this document, and offered either with single purchases (pull) or via subscription (push). The specifications reported in this document do not apply to those services for “fundraising”, given that they are regulated by a specific protocol.

In light of the operational nature of the rules outlined in this Code, any supplementary guidelines which aim to meet specific needs of individual Operators or aim to respond to technological developments, or to supplements and amendments in current regulations, may supplement but not conflict with the general principles defined in this Code of Conduct.

Guiding principles of the Code

Principle of good faith

The application of this Code of Conduct assumes that the parties that are required to apply the Code during their business activities shall act in good faith.

Principle of legality

All business activities performed by the signatories of this Code of Conduct shall comply with current regulations on the offer of premium rate services. In particular, they shall comply with all general and specific regulations that are applicable.

Principle of responsibility and transparency

Parties which are required to apply the Code retain the responsibility to ensure that the contents and promotions of the services offered to consumers (whether internally produced or externally acquired) comply with the norms contained in this Code of Conduct and with the laws in force at the time.

The parties which are required to apply the Code hereby commit to acting in accordance with the principle of transparency of business conduct, avoiding unfair and anti-competitive behaviour.

General principles of the Code

The services offered and the promotions of the signatories of this Code of Conduct shall not:

- a. contain and/or promote any type of gender, racial, or religious discrimination, nor shall they contain any other violation of freedom and fundamental rights enshrined in the Italian Constitution and in the entire Italian legal system;
- b. prompt or encourage illegal, unlawful or immoral actions, or which are against public security and order;
- c. lead to incorrect conclusions as a result of inaccurate, ambiguous, exaggerated, incomplete, misleading or deceptive information;
- d. contain false information;
- e. lead to a state of anxiety, fear, addiction or insecurity;
- f. prompt or encourage anyone to perform actions that are dangerous or risky for his/her own health and psychological/emotional balance;
- g. violate current regulations on personal data and intellectual property protection.

Provisions for the protection of minors

With regard to the protection of minors, this Code incorporates the provisions of resolution no. 661/06/CONS, "Security measures for the protection of minors to be implemented on mobile videophone devices".

With regard to advertising that aims to promote services that target minors, particular attention shall be given to the creation of messages which shall not contain any content that might result in harm to them mentally, morally or physically and shall not take advantage of their natural credulity or lack of experience or sense of loyalty.

Application of operating rules of conduct

The signatories of this Code fully accept and apply the operating rules of conduct that are reported below.

The Code of Conduct

Preamble

- ❖ Having regard to law no. 481 of 14 November 1995 on the rules for competition and the regulation of public utility services and the establishment of Regulatory Authorities;
- ❖ having regard to law no. 249 of 31 July 1997 on the establishment of the Italian Communications Authority and rules governing the telecommunications and broadcasting systems;
- ❖ having regard to Legislative Decree no. 259 of 1 August 2003 containing the new "Electronic Communications Code";
- ❖ having regard to Legislative Decree no. 196 of 30 June 2003 containing the new "Data Protection Code of Practice" as subsequently amended;
- ❖ having regard to the Decree of the Minister of Communications no. 145 of 2 March 2006, "Regulations governing premium rate services";
- ❖ having regard to resolution no. 661/06/CONS, "Security measures for the protection of minors to be implemented on mobile videophone devices";
- ❖ having regard to resolution no. 664/06/CONS, "Adoption of the regulations on user protection in the provision of electronic communication services through distance contracts";
- ❖ having regard to resolution no. 418/07/CONS, "Provisions on the transparency of telephone bills, selective call blocking and user protection";
- ❖ having regard to Legislative Decree no. 146 of 2 August 2007, "Implementation of Directive 2005/29/EC concerning unfair business-to-consumer commercial practices in the internal market and amending Directives 84/450/EEC, 97/7/EC, 98/27/EC, 2002/65/EC and Regulation (EC) no. 2006/2004";
- ❖ having regard to resolution no. 52/12/CIR containing the "Telephone numbering plan in the telecommunications sector and enforcement provisions";
- ❖ having regard to resolution no. 97/08/CONS "New deadlines for implementing the provisions pursuant to Articles 2, 3, 4 and 5 of resolution no. 418/07/CONS "Provisions on the transparency of telephone bills, selective call blocking and user protection" and additional regulations on user protection;
- ❖ having regard to resolution no. 348/08/CONS "New deadlines for the automatic activation of call blocking pursuant to resolution no. 97/08/CONS"
- ❖ having regard to the initiatives undertaken by mobile operators within the realm of GSM Europe and, in particular, the commitments undertaken by the signatories¹ of the "European Framework for Safer Mobile Usage by Younger Teenagers and Children" (Safer Internet Day, 6 February 2007);

¹ List of signatories http://www.gsmworld.com/gsm europe/safer_mobile/signatories.shtml

- ❖ having taken into account the comments received on the first version of the Code from the Italian Communications Authority as well as from the Italian Competition Authority and the Ministry of Economic Development ("Commentary on the Code of Conduct for Premium Rate Services offered through numbers beginning with 4 (Version 1.0 – dated 29/5/2008)");

whereas:

- ❖ the purchase and use of premium rate services on the part of the Final Customer (henceforth, the "Customer") is increasingly widespread, and that they are supplied by fixed and mobile network operators, even by means of third party companies (henceforth, "Providers");
- ❖ it is necessary, for this purpose, to increase the effectiveness of the principles outlined in the Code of Conduct for the offer of Premium Services and the Protection of Minors, undersigned by the operators on 16 February 2005 and subsequently on 29 May 2008;
- ❖ the development of joint self-regulation amongst fixed and mobile network operators (henceforth, the "Operators") and Providers may contribute to increasing the level of transparency and user protection, and of minors in particular;

now, therefore the following rules of conduct and operational guidelines are hereby defined in order to regulate, in detail, the methods for offering Premium Rate Services that are purchased by the Customer for both mobile and fixed networks.

Definitions

In general, the definitions identified by the sector regulations that were mentioned in the preamble are applicable.

The main categories used in this Code are illustrated below in summary form.

Numbers beginning with 4: numbers beginning with 4 which allow the Customer to activate or use SMS/MMS premium rate services, as specified in the National Telephone Numbering Plan. In the case of SMS/MMS premium rate services that are issued through numbers beginning with 4, the price limits pursuant to resolution 52/12/CIR, or by subsequent resolutions which replace it, are applicable. In particular, the price limits applicable on the date of signing of this code are reported below:

Extract of Annex A of resolution no. 52/12/CIR Table 1: Maximum price thresholds (the reported values do not include VAT)

Art. 22 – Additional numbering for premium rate services: numbering for SMS/MMS services and	Numbering: 44 47, 48	5.00 lump-sum price for one-off services
--	----------------------------	--

data transmission		20.00 per month for subscription services
-------------------	--	--

Content Service Provider or Provider (CSP): a company which supplies Premium Services, even through dedicated short numbers from an Operator and/or owner of the number, as defined below;

Operator: a company authorised to supply electronic communication services in accordance with Legislative Decree no. 259 of 1 August 2003;

National Telephone Numbering Plan: Resolution 52/12/CIR contains regulations on numbers beginning with 4 that are used to supply Premium rate Services via SMS or MMS;

Serving Provider or, alternatively, SP: the Operator which owns the Numbers in beginning with 4 and the contractual relationship with the CSP;

Access Provider or, alternatively, AP: the Operator which intends to provide its mobile customers – as well as virtual mobile operators hosted in its network – with the possibility of accessing the services/contents offered by the CSP, even through the numbers beginning with 4 owned by the SP;

IVR: automatic interactive response that can be reached by the Customer through a vocal call;

Service, or plural Services: the Premium Services regulated by this Code;

Applications: software applications, either free or paid, aimed at the use of content and/or services on cellphones, palm devices and/or other mobile devices of the user, which can be downloaded and used on the mobile devices of the user (even temporarily for trial purposes) or which can be used on web/mobile platforms;

Browsing Services: Premium Services which - by means of a data connection with mobile telecommunication networks – allow for the use and debiting of digital content (e.g. news, images, streaming video, streaming audio, etc.) by accessing paid sections of websites, wap, mobile Internet, and without necessarily requiring content download. This definition does not include VoIP, MoIP, videocall or videoconference services as well as any other service which requires voice connectivity through a data connection. Browsing services are subject to the price limits pursuant to Article 15, paragraph 6 (“The maximum amount which can be debited for each communication [...] is equal to 12.50 Euro, excluding VAT”) of decree no. 145 of the Ministry of Communications dated 2 March 2006, “Regulations on premium rate services”, or any subsequent decrees which replace it;

Services with sensitive content: services the content of which is reserved for an adult audience or, in any case, which could cause harm to the mental and moral development of minors;

First promotional contact: first promotional contact refers to the general group of promotional/advertising material relating to the Services (e.g. banners, web banners, popunders, toolbars, text advertisement, etc.) which are viewed by the Customer before he/she reaches the landing page for purchase/activation of the Services themselves;

Banner or “web banner” or “banner ad”: a form of advertising that is widespread across the web and mobile web and which consists of inserting an ad on a dedicated space on web/mobile pages. The banner may be associated with a link (url) which, following a click by the user, redirects the user to a landing page which explains the service/product advertised on the banner itself. A banner may be static (when it consists of a single static image) or active as well as interactive (when it includes some form of interaction with the user such as, for example, a quiz or game);

Landing page: a web/mobile page dedicated to a single purchase or the activation of a subscription to a Premium Service and which provides the essential information on the service in addition to acquiring the Customer’s agreement to proceed with the purchase/activation of the service and any other optional agreement, in accordance with the provisions of current Privacy regulations.

Selfcare Area: a web/mobile area dedicated to the management of Premium Services in full autonomy for the Customer.

1. Guidelines for advertising/promotional communications and the purchase/activation of Services through TV, radio, press and informational brochures

1.1 General principles

The following specifications are always applicable to any advertising and promotional communication on Services through TV, radio, press and informational brochures:

- ❖ in the case of subscription services, a text box with “Subscription” written in it shall be inserted (henceforth referred to as the “Subscription Box”). In particular, where a short number beginning with 4 is reported:
 - a. the size of the text “subscription” shall be at least 33% of the height of the short number that is displayed;
 - b. the text “subscription” shall be inserted next to or under the short number that is communicated to activate the service and shall be clearly visible, also in relation to the background used.

EXAMPLE

48xxx
SUBSCRIPTION

- ❖ the following information (henceforth referred to as the “**Main Terms and Conditions**”) shall always be clearly legible for the Customer, duly highlighted and always reported in the order specified below:
 - name of the Company which supplies the services;
 - text “Reserved for adults” (in bold);
 - commercial name of the service;
 - cost of the service, including VAT, and frequency of debit (highlighted in bold);
 - text “Subscription service” (highlighted in bold);
 - description of the service and any technical features;

- deactivation method (deactivation code or other methods envisaged by service) (in bold);
 - telephone number of customer service (in bold);
- ❖ in addition, the following are defined as “**Secondary Terms and Conditions**”:
- information on the costs for sending SMS/MMS, where required;
 - the existence or exclusion of the right to withdraw;
 - briefing note pursuant to Article 13 of Legislative Decree no. 196/03 of the CSP/data controller, as described in paragraph 2.3.1;
 - times of availability of customer service;
 - a message which explains to the customer the concept of verifying the compatibility of his/her device with the promoted services, adding references to the web page where it is possible to perform this check;
 - briefing notes to operators;
 - website (it can also be inserted under the Main Terms and Conditions);
- ❖ the prices specified in all communication notices shall always include VAT;
- ❖ the concept of subscription shall be specified in the texts used to promote subscription services by explicitly using the word “subscription” or the verb “to subscribe”. Example: “activate the subscription with 1 SMS”.

1.2 Format for advertising services through communications targeting minors

In the case that the advertising or promotion of subscription services is implemented through communication tools which, due to their nature, primarily target minors, it is necessary to be particularly careful in the level of accuracy and comprehensibility of the information transmitted; in particular:

- ❖ the language used shall be clear and simple;
- ❖ all essential information, such as the “paid” nature of the service, shall be clearly reported;
- ❖ reference to the “subscription” nature of the service, as well as the relevant economic conditions, shall be clearly outlined in a simple manner;
- ❖ the advertising message shall always contain a recommendation to receive authorisation from an adult before purchasing or subscribing to the service by using, for example, the following text:

SUBSCRIPTION SERVICE, ask advice from an adult before purchasing

1.3 Format for TV advertising and promotions

1.3.1 Audio messages

In TV ad voice over, the connection between sending an sms to the number specified in the ad/TV commercial and the subscription to the service shall always be made clear by using phrases such as “Send xxxx to yyyy, and subscribe to the zzzz service”.

In addition, TV messages shall always include the word “Subscribe” and a description of the service in their voice over by illustrating in detail the content offered.

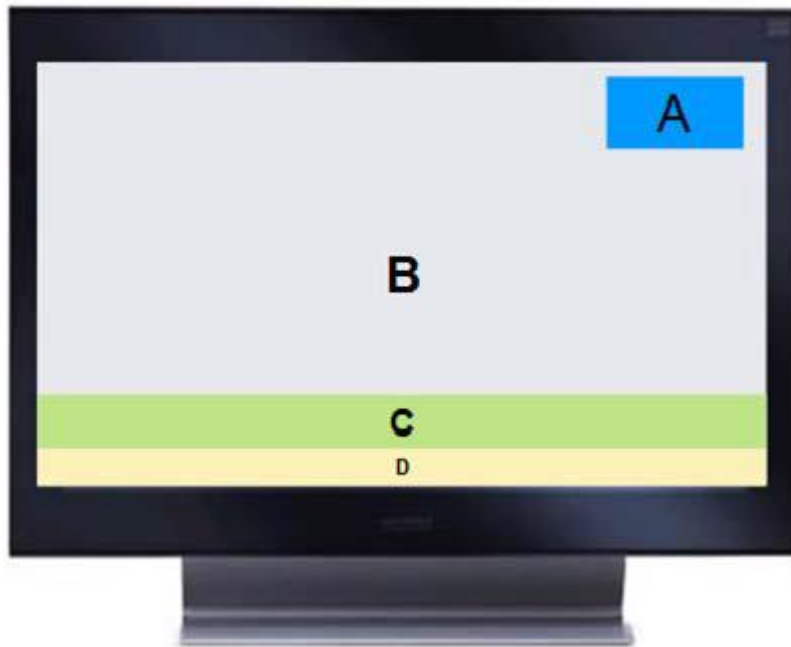
In the case that the Service is promoted through an associated prize competition, it is necessary that the time dedicated to the voice over is equally subdivided between the description of the service and the description of the prize competition, thereby preventing the ad/TV commercial from being too centered on the possibility of winning a prize.

1.3.2 Graphics

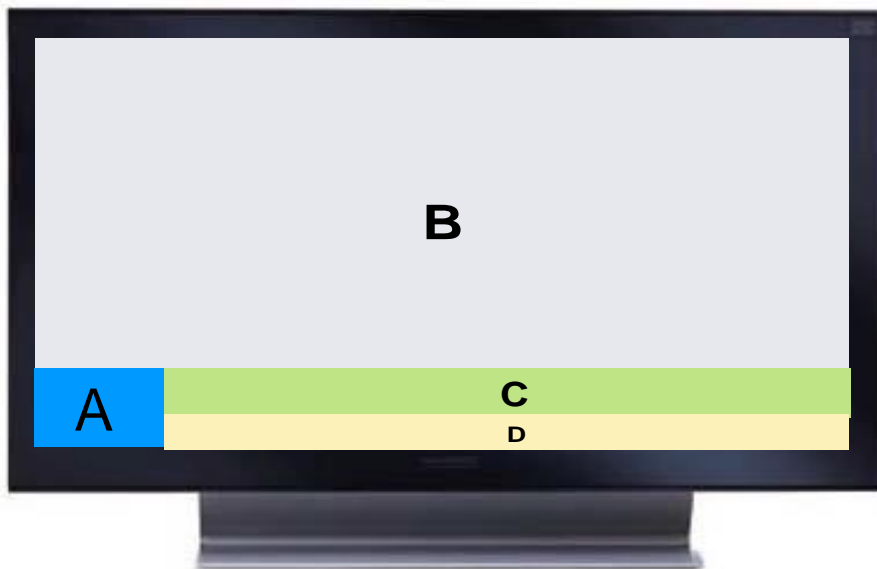
- ❖ The Terms and Conditions shall appear for the entire duration of the ad or of the TV commercial.
- ❖ In the case of subscription services, the “Subscription Box” shall be present any time the telephone number appears within the ad or TV commercial.
- ❖ The Terms and Conditions shall be reported at the bottom of the screen or to the side (considering that the 16:9 format is adopted as a standard by all TV broadcasters) by using the <ARIAL> font of size <16>; they shall be as legible as possible, also taking into account the duration of the ad.
- ❖ With regard to the Terms and Conditions, it is necessary to separate the writing containing the price, duration and the “SUBSCRIPTION” text from the rest of the information so that the writing can be fully highlighted, using the <ARIAL> font of size <20> or greater and with bold uppercase letters.
- ❖ TV messages shall contain a message that explains to the customer the concept of verifying the compatibility of his/her device with the promoted services, or they shall include references to the web page where it is possible to perform this terms and conditions check.

A few examples of graphic representation of the positioning of information that shall be present in TV ads and during the promotion of services are provided below:

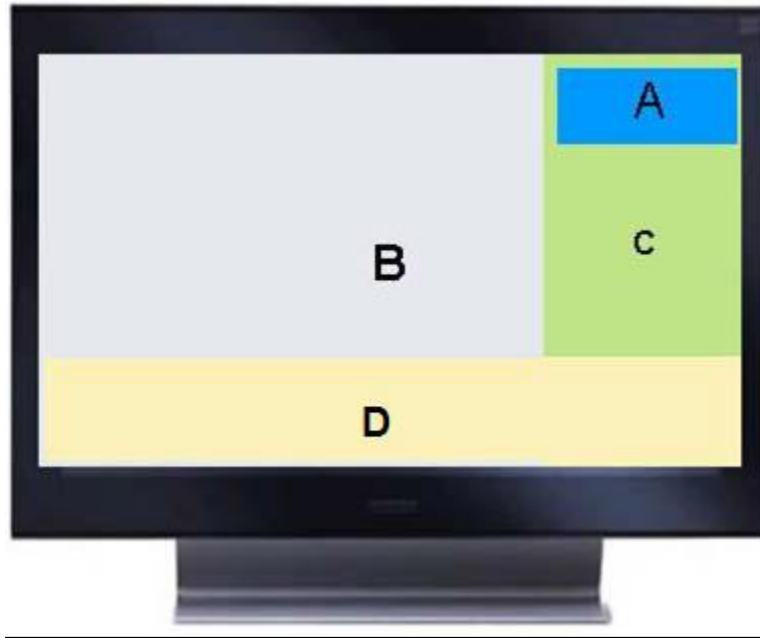
OPTION 1



OPTION 2



OPTION 3



Key

- A:** Area containing the Subscription Box.
- B:** Creative space.
- C:** Area dedicated to the Price and the Main Terms and Conditions of the service.
- D:** Area dedicated to the Secondary Terms and Conditions, (OPTIONAL – see paragraph 1.1) which shall be displayed using the <ARIAL> font, size <16> and a speed of scrolling that is sufficient to guarantee legibility.

1.4 Format for radio advertising and promotions

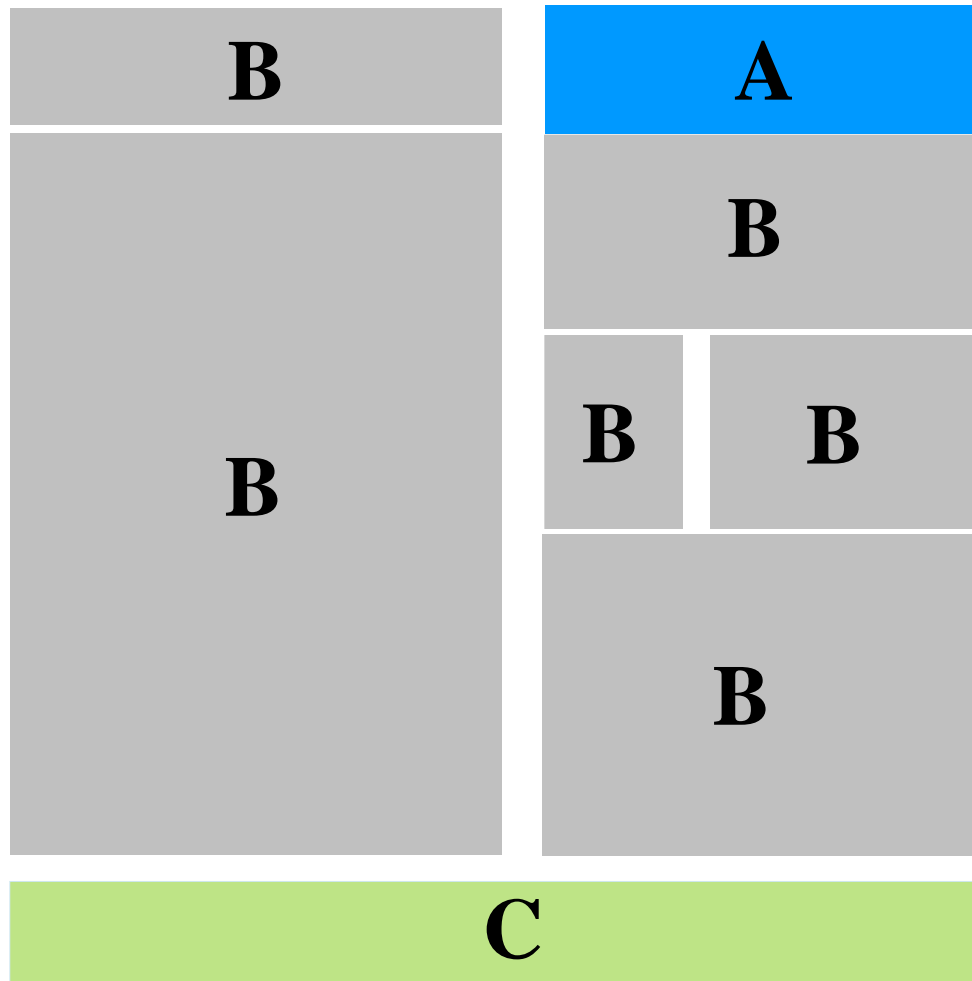
- ❖ The following information shall be communicated in all radio ads and promotional communications:
 - a. commercial name of the service;
 - b. price of the service and frequency of debit;
 - c. for subscription services, an audio message: “Subscription service”;
 - d. activation fees (or reference to the website);
 - e. service description;
 - f. deactivation method;
 - g. telephone number of in-depth information and/or website of the Provider;

- h. a message which explains to the customer the concept of verifying the compatibility of his/her device with the promoted services, adding references to the web page where it is possible to perform this check.
 - i. a message that states the website where the Terms and Conditions and Privacy Information can be found (e.g. "Terms and Conditions of the service and privacy information available on the website www...").
- ❖ Audio messages which aim to promote the subscription services shall illustrate the concept of subscription by explicitly using the word "subscription" or the verb "to subscribe". Example: "activate the subscription with 1 SMS".

1.5 Format for press advertising and promotions as well as for informational brochures

- ❖ The Terms and Conditions, as well as the price, shall always be reported at the bottom of the page, and shall be clearly visible and legible.
- ❖ Privacy information shall always be reported at the bottom of the page in a visible and legible manner. Alternatively, and in any case, the web address that contains the privacy information shall be reported (e.g.: "privacy information is available on the website www...").
- ❖ The price of the service shall always be reported in bold before the description of the Terms and Conditions and it shall be clearly visible and legible.
- ❖ In the case of subscription services, the Subscription box shall always be present and be clearly visible.
- ❖ Advertising and promotional messages shall include the list of devices that are compatible with the promoted contents, or alternatively shall include a message that explains to the customer the concept of verifying the compatibility of his/her device with the promoted services, adding references to the web page where it is possible to perform this check.

A graphic representation of the positioning of information that shall be present on the printed materials that are used to promote the services is provided below.



Key

A: Area containing the Subscription Box, which can be positioned anywhere on the page.

B: Creative space.

C: Area dedicated to the Price as well as the Main and Secondary Terms and Conditions and to any legal information on the service.

2. Guidelines for advertising/promotional communications as well as the purchase/activation of Services on the Internet and mobile Internet

2.1 General principles for communications and advertising

The terms advertising and promotions refer to the entire flow of communications and promotions which target the end users of Premium Services and whose goal is an single purchase or the activation of a subscription to these services. All phases of communication are considered an integral part of this flow, beginning with the so-called "first promotional contact" with the customer and up until the activation of the Service itself. The landing page - which is always required for an single purchase or the activation of a subscription to the aforementioned Services – shall also contain all the information specified in paragraphs 2.3, 2.4 and 2.5 below.

The following provisions shall be complied with during the entire promotional flow; they apply to communications implemented through web, wap, and mobile pages as well as through Applications:

- ❖ the Service promoted shall always, and in any case, be clearly identifiable and recognisable in each message that is used, on a case by case basis, to communicate and advertise the Premium Service; in any case, the message shall not be misleading in relation to the nature and conditions of the Service promoted;
- ❖ the creativity of banners, pop-ups and other communication elements shall not contain misleading elements which may hint to the user actions that differ from those effectively determined by a click on the banner itself (including but not limited to banners which reproduce fake "Windows", timers, electronic message boxes, etc.);
- ❖ the purchase or activation of a subscription to a Premium Service shall never be implemented directly through a click of the user on any element of the communication flow (including but not limited to clicks on banners), with the exception of the area of the landing page dedicated to the activation with click (i.e. activation key). The customer shall always be redirected to a specific landing page for the purchase or activation of a subscription to the Service, which explicitly reports all the elements pursuant to sections 2.3, 2.4 and 2.5 of this document. The Provider shall always ensure – by means of appropriate technical solutions – that the flow

relating to the purchase or activation of a subscription is the one indicated, i.e. that the purchase or activation of a subscription will necessarily include a display of the landing page to the customer and a subsequent click of the latter in the area of the landing page dedicated to the purchase/activation. In addition, the Provider shall ensure the traceability of the customer's will to purchase/activate the service on demand or by subscription as well as the deactivation of the Service, through the storage of the following logs:

❖ Scenario for the activation of mobile/wap services

- a. Date and time of access to the landing page
- b. Url of the landing page visited by the customer and its layout in printed form
 - Note: The supplied url may display different layouts if the access occurs at different times compared to the access time of the user
- c. MSISDN
- d. User Agent identified through the browser used by the customer during the activation of the service, where available
- e. Click date and time on the ACTIVATION key
- f. Service activation date and time
- g. Welcome SMS delivery date and time
- h. Welcome SMS text

❖ Scenario for the activation of WEB services

- a. Date and time of MSISDN entry in the landing page
- b. Url of the landing page visited by the customer and its layout in printed form.
 - Note: The supplied url may display different layouts if the access occurs at different times compared to the access time of the user
- c. MSISDN
- d. PIN code SMS delivery date and time

- e. Click date and time on the ACTIVATION key
 - f. Service activation date and time
 - g. Welcome SMS delivery date and time
 - h. Welcome SMS text
- ❖ Traceability of these events shall be ensured for a period that complies with the current civil law, unless otherwise provided for by the law.
 - ❖ An automatic redirect of the user to pages for the activation of multiple Services is not allowed within the entire advertising flow, unless there are specific agreements between the Operator and the Content Service Provider, which provide for a specific approval of the required flow. In particular, a user who has (or has not) completed the flow for activation of a Service shall not be automatically redirected to pages for the activation of other Services. Potential multi-service portals, or those which promote different and separate Premium Services, shall provide for separate and independent purchase/subscription activation flows, and the terms and conditions relating to these services shall be visible and clear in order to make it transparent and manifest for the final Customer that these are separate services and activation flows.

2.2 Principles for the communication of Premium Services that are advertised with promotional content and/or potentially through the organisation of prize events (contests and/or prize competitions), henceforth jointly referred to as “Prize Competitions”

- ❖ If promotional content/offers are used (e.g. free content and/or prize competitions) in order to promote the purchase or subscription to Premium Services, the communication shall be transparent and shall separately and explicitly illustrate the Prize Competition and the Services which can be purchased or activated through a subscription, as well as the costs and deadlines relating to the Services themselves. If participation in the Prize Competition also involves the purchase or activation of a subscription to a Service, this shall be manifestly stated from the first promotional contact with the user.
- ❖ Without prejudice to the fact that all promotion shall comply with the regulations that are in force at the time, it is possible to use the word “free of charge” or its

synonyms (e.g. free, no cost, etc.) only if:

- a. the Services/promotional offers can be used entirely free of charge, i.e. without any additional cost for the user except for the ordinary costs for accessing the Services or those which are required by the rice plan (e.g. costs of WAP browsing, costs of SMS requests, etc.);
 - b. the same phrase states the condition which allows for the free Service as well as the duration of the free promotional status. More specifically, the words “free of charge” may be added before or after the concept of subscription Service, and shall be appropriately highlighted;
- ❖ The costs of the Service and, in the case of subscription Services, the words "Subscription Service" shall always be included in the communication notice, in accordance with the provisions of paragraphs 2.3, 2.4 and 2.5 below.
 - ❖ In particular, and in the case that communication of the Service is associated with a Prize Competition, **from the "first promotional contact"** with the user, and in accordance with the specification of current regulations:
 - a. no misleading expressions which could lead to believing in an exclusive win and/or a win that has already been attained if this is not true, or expressions such as “You have been selected to win” and similar expressions are allowed;
 - b. no positive statements or statements that, in any case, confirm or guarantee a win or that are misleading, such as “Win...”, “Congratulations! You have won!” are allowed; they shall be replaced by expressions like “Try to win... by activating subscription Service XXX”;
 - c. the logos and distinctive signs of Operators shall never be used at any point of the promotional creation without explicit consent from the Operators themselves; the text “prize competition in association or collaboration with operator xx” shall not be used without the prior consent of the operator and in the absence of a real association of the latter in the prize competition in question.
 - ❖ The activation landing page shall also include – in addition to that defined in sections 2.3, 2.4 and 2.5 below - the following elements:
 - a. it shall always be made evident that the purchase or subscription to the Service is a **necessary requirement** for participation in the Prize Competition;

- b. the weight given to the Prize Competition shall never “outshine” the information relating to the Service the purchase/activation of which is required for participation in the Prize Competition;
 - c. the space dedicated to the Prize Competition shall always be less than or equal to the space dedicated to the description of the Service the purchase/activation of which is required for participation in the Prize Competition;
 - d. explicit specification of the web/wap/mobile address (url) which it is possible to access in order to view the full **regulations of the Prize Competition** and where, as required, there will be a clear specification of the entity promoting the Prize Competition.
- ❖ As of the first moment when – within the communication flow – the customer is required to enter his/her telephone number, it has to be clear that the entry, first of all, relates to the purchase or activation of a subscription to a Service (and not, for example, to the receipt of a prize that is only supposed, with statements such as “Enter your number to receive your prize”).

2.3 Format of the landing page for activation of Services on websites

2.3.1 Format and Information

- ❖ The so-called “Terms and Conditions” of the contract for purchasing the Service shall always be reported on the website, and they shall be displayed, without the need to scroll down the page, in a video that has a minimum resolution of 1024x768;
- ❖ The Terms and Conditions shall be reported at the bottom of the screen and shall have fonts and colours that make them visible and legible;
- ❖ The Terms and Conditions shall contain all the information pursuant to paragraph 1.1 of this document, always including the so-called “Secondary Terms and Conditions”.
- ❖ The Terms and Conditions shall also specify that the debit will be charged to the telephone account for which the purchase or activation of a subscription to the Service was requested.
- ❖ The Content Service Provider - acting in its capacity as Data controller, in accordance with Article 28 of Legislative Decree no. 196/2003 – hereby commits to providing the user with a suitable information text pursuant to Article 13 of Legislative Decree no. 196/03 and to obtaining, if necessary, specific agreements that are documented in writing if it intends to use the collected data (during the registration, or subsequently) for additional purposes. This information text shall contain the following elements:

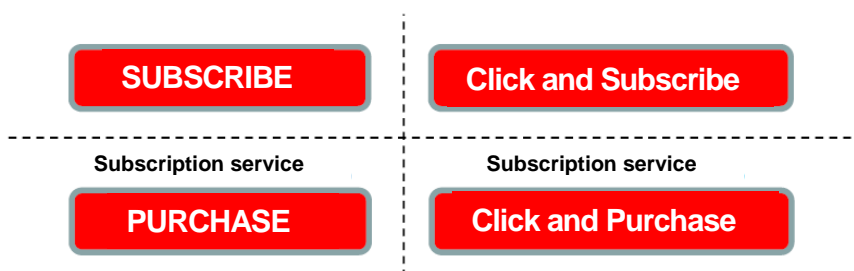
- data processing purposes and methods;
- identification details of the data controller (i.e. the CSP)
- the mandatory or optional nature of the data transfer;
- the consequences of a potential refusal to respond;
- the parties or categories of parties to which the personal data may be disclosed or which may acquire this data due to their positions as managers or officers as well as the range of distribution of the data itself;
- the party to which rights of access shall be exercised (in accordance with Article 7 of Legislative Decree no. 196/03) – (i.e. the Content Service Provider).

❖ The landing page shall always include and specify the following elements, using fonts and colours that make them clearly visible and legible:

- a. specification that the debit will be charged to the telephone account for which the purchase or activation of a subscription to the Service was requested;
- b. in the case of acquisition of optional agreement from the Customer, a box for the collection of these agreements which allows them to be duly documented in writing, in compliance with the provisions of current Privacy regulations;
- c. a key which contains the text "SUBSCRIBE" or "PURCHASE" or alternatively "CLICK and SUBSCRIBE" or "CLICK and PURCHASE" and which is the only area that, following an explicit click on the part of the user, results in the purchase/activation of a subscription to the Service (see the EXAMPLE below); in the case that the text "PURCHASE" or alternatively "CLICK and SUBSCRIBE" is used to activate subscription services, the text "SUBSCRIPTION SERVICE" or "SUBSCRIPTION" shall be positioned immediately before and next to the activation key;

the link that directs the user to the information area that reports the costs and other information on the service as well as the link that directs the user to the list of compatible devices.

EXAMPLE:



The process for activating the Service shall be implemented alternatively with one of the following options.

2.3.2 Activation method through PIN/PASSWORD

In order to confirm the purchase or activation of a subscription to the Service, the following steps shall be taken:

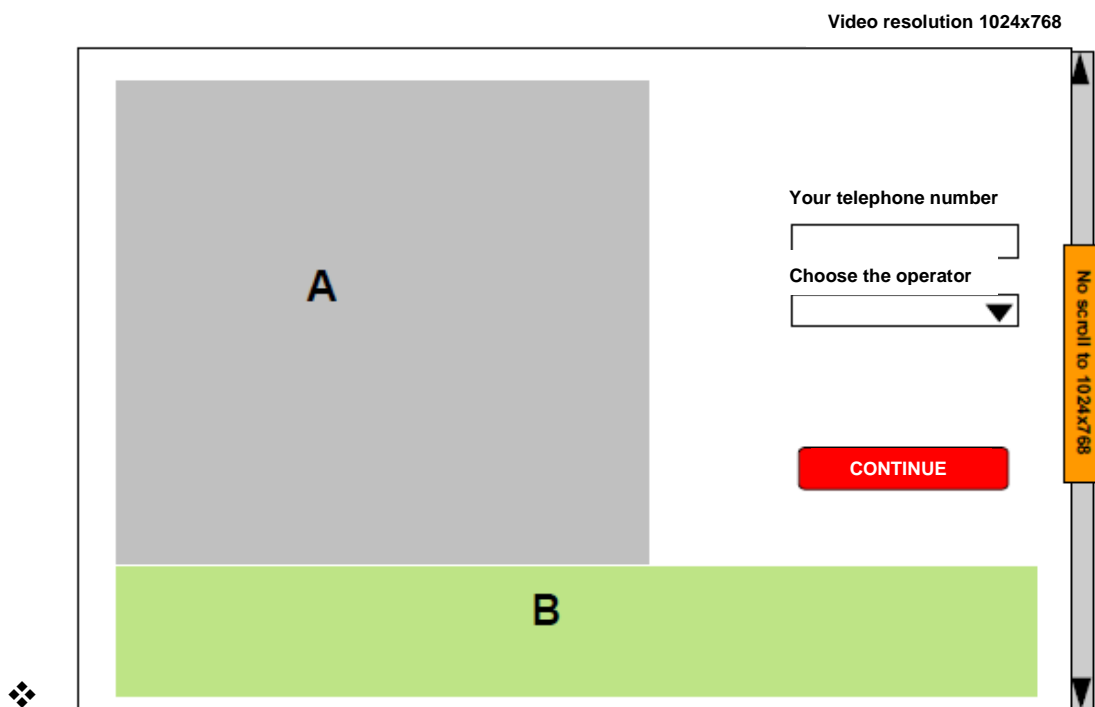


Figure 1

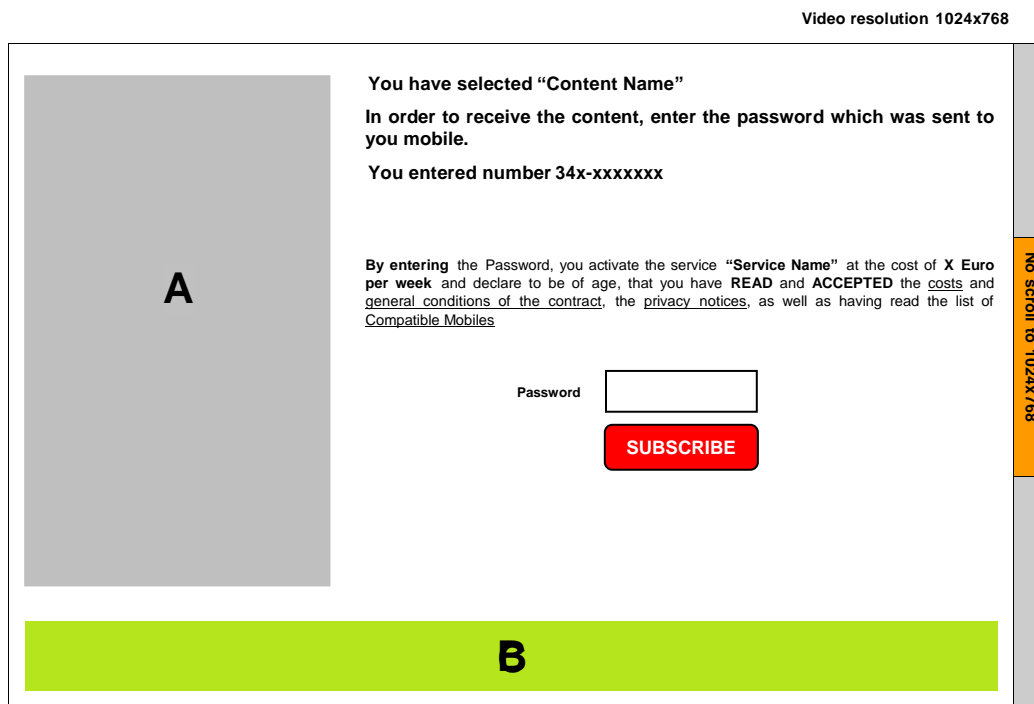


Figure 2

Key

A: Creative space.

B: Area dedicated to the Main and Secondary Terms and Conditions as well as to any legal information on the service

2.3.3 Activation method via SMS

- a. The user enters his/her mobile number in the dedicated field present on the website and clicks on the confirm/send button (Figure 1).
- b. The user receives a free SMS, structured as follows: "In order to receive the content and confirm the activation of the Service <service name > at the cost of X Euro/week, send YES to 4yxxx".
- c. The user sends an SMS with the code specified in point b.
- d. The user receives a free SMS confirming the activation of the Service, as specified in paragraph 3.1 below.
- e. The user receives, where required, the content of the Service via SMS/MMS or the specifications (url) that are needed to access the user site in the case of Browsing Services or other specifications relating to the use of the Service.

In the case that the activation of the Service occurs directly on the website of the Operator - with recognition of the user through a login using User Name and Password - and therefore the recognition of the user's MSISDN is certain, points a, b and c of the previous Options 2.3.2 and 2.3.3 are not applicable. The delivery of the SMS confirming the activation of the subscription Service before the delivery, if required, of the first paid content remains valid.

2.4 Format of the landing page for activation of the Services on mobile/wap sites and Applications

The Content Service Provider shall guarantee full information on the type of service offered to the User through the contact phase, the activation phase and up to the subsequent phase of use of the service.

In particular, the landing page through which the User activates the Service - regardless of whether it appears following the click on a banner, or within a portal, or as a notification within an application or through any additional first promotional contact method - shall contain elements that are sufficient to guarantee a clear and explicit activation procedure: the font, the character size and the colours used shall allow for easy reading.

- ❖ The mobile/WAP landing page used for the single purchase or the activation of a subscription to a Service shall always contain the following information:
 - a. the commercial name of the Service;
 - b. a exhaustive description of the Service (for example, the type of Service, the quantity of content included in the subscription, potential methods for additional purchases);
 - c. a specification that the user, by clicking on the “ACTIVATION” key, declares to accept the terms and conditions;
 - d. a link to the Terms and Conditions and/or Info and Costs that is clearly identifiable and clickable and which contains all the legal information and briefing notices required for the customer in accordance with paragraph 1.1 of this document (always including also the so-called “Secondary Terms and Conditions”), in particular: the price of the SMS/MMS sent (in the case of Services from numbers beginning with 4), potential deactivation codes, telephone number of customer care (in bold), text “Reserved for adults” (in bold), the specification that the debit will be charged on the telephone account of the Customer, information pursuant to Article 13 of Legislative Decree no. 196/03 of the CSP/data controller, as described in paragraph 2.3.1;
 - e. in the case of acquisition of optional agreements from the Customer, a box for the explicit collection of these agreements, which allows them to be duly documented in writing, in compliance with the provision of current Privacy regulations;
 - f. a PURCHASING AREA that is clearly identifiable within the landing page, and that includes:
 - an “ACTIVATION” key which is the only area which, following an explicit click on the part of the user, can result in the purchase/activation of a subscription to the Service; the “ACTIVATION” key therefore represents the only element of the landing page that is connected to the link that activates the purchase and/or subscription;
 - the price and potential frequency of subscription, immediately before and next

- to the “ACTIVATION” key;
 - in the case of subscription services, the text “SUBSCRIPTION” or “SUBSCRIPTION SERVICE” shall always be clearly visible in bold and with a size that makes it clearly identifiable within the page,
 - g. a “CANCEL” key/link which, after a click, interrupts web surfing for the purchase/subscription activation of the Customer in the case that the purchase/activation has not already been completed by means of a click on the “ACTIVATION” key. This “CANCEL” link will redirect the Customer to a courtesy web/mobile page.
-
- ❖ The "ACTIVATION" key may contain the text "SUBSCRIBE", "PURCHASE", "CLICK and SUBSCRIBE" or "CLICK and PURCHASE" but words which prompt the user to make impulsive actions and which are not ascribable to a clear intention to activate the subscription service are NOT allowed, e.g.: "Play", "Enter", "Win", "Discover" and similar phrases. In the case that the text "PURCHASE" or "CLICK AND PURCHASE" is used for the activation of subscription services, the text "SUBSCRIPTION SERVICE" or "SUBSCRIPTION" shall be positioned immediately before and next to the activation key.
 - ❖ The ACTIVATION key which activates the purchase and/or subscription shall be sensitive only to an explicit selection through a "CLICK".
 - ❖ The area which activates the purchase and/or subscription shall be limited and localised to the “ACTIVATION” key, and shall correspond to the area of the screen that is sensitive to the CLICK by the user; it has to be clearly identifiable and, in any case, not greater than 20% of the entire display area that is available on the device.
 - ❖ The Content Service Provider shall guarantee – by means of appropriate technical solutions – that the aforementioned landing page is always necessary in order to complete the purchase/activation of the subscription to any Service and that the CLICK on the “ACTIVATION” key represents the only possible purchase/activation method.
 - ❖ The Customer, after having expressed his/her intention to activate the service by an explicit click on the “ACTIVATION” key, shall always receive – as confirmation of the activation – a free confirmation SMS that is structured in accordance with the specifications of paragraph 3.1 below.
 - ❖ The Provider shall guarantee the offer of content of a specific Service only for devices that are compatible with the Service itself. It is necessary to publish - on the pages and sections dedicated to the service – a dedicated area for consultation of compatible devices.
 - ❖ The direct link to the Selfcare Area (Service Management section) reserved for the Customer shall always be present and easily identifiable on all the pages dedicated to the Service, as defined in the *Definitions* and detailed in paragraph 4.6 below. In the case of access/navigation of a user that is subscribed to the Service, all user

pages dedicated to the service and/or the Service Management personal page shall include the “deactivate service” or “unsubscribe” key in a clearly visible manner.

- ❖ The Content Service Provider, acting in its capacity as Data Controller, hereby undertakes to provide the user with suitable disclosure pursuant to Article 13 of Legislative Decree no. 196/03 and to acquire, if necessary, specific agreements documented in writing if it intends to use the data collected (during the registration, or later) for purposes other than the activation and supply of the service. This disclosure shall contain the following elements:
 - data processing purposes and methods
 - identification details of the data controller (i.e. the CSP)
 - the mandatory or optional nature of the data transfer
 - the consequences of a potential refusal to respond
 - the parties or categories of parties to which the personal data may be disclosed or which may acquire this data due to their positions as managers or officers as well as the range of distribution of the data itself
 - the party to which rights of access shall be exercised (in accordance with Article 7 of Legislative Decree no. 196/03) – (i.e. the Content Service Provider).

EXAMPLES:

Version with “SUBSCRIPTION” activation key

<p>Subscription SERVICE NAME: by clicking you declare to be of age and to accept the Terms and Conditions as well as the Privacy Info.</p>	<p>subscription SERVICE NAME</p>	<p>SERVICE NAME</p>
<p>GRAPHICS</p>	<p>GRAPHICS</p>	<p>GRAPHICS</p>
<p>Cost: 5 Euro/week</p>	<p>SERVICE NAME: by clicking you declare to be of age and to accept the Terms and Conditions as well as the Privacy Info. Cost: 5 Euro/week</p>	<p>Subscription SERVICE NAME: by clicking you declare to be of age and to accept the Terms and Conditions as well as the Privacy Info. Cost: 5 Euro/week</p>
<p>Subscribe</p>	<p>Subscribe</p>	<p>Subscribe</p>
<p>For more information on the contest, read the Regulations</p>	<p>For more information on the contest, read the Regulations</p>	<p>For more information on the contest, read the Regulations</p>

Version with "CLICK and SUBSCRIBE" activation key

<p>Subscription SERVICE NAME: by clicking you declare to be of age and to accept the Terms and Conditions as well as the Privacy Info.</p>	subscription SERVICE NAME	SERVICE NAME
<h1>GRAPHICS</h1>	<h1>GRAPHICS</h1>	<h1>GRAPHICS</h1>
<p>Cost: 5 Euro/week</p>	<p>SERVICE NAME: by clicking you declare to be of age and to accept the Terms and Conditions as well as the Privacy Info. Cost: 5 Euro/week</p>	<p>Subscription SERVICE NAME: by clicking you declare to be of age and to accept the Terms and Conditions as well as the Privacy Info. Cost: 5 Euro/week</p>
Click and Subscribe	Click and Subscribe	Click and Subscribe
<p>For more information on the contest, read the Regulations</p>	<p>For more information on the contest, read the Regulations</p>	<p>For more information on the contest, read the Regulations</p>

Version with "PURCHASE" activation key

SERVICE NAME: by clicking you declare to be of age and to accept the Terms and Conditions as well as the Privacy Info .	SERVICE NAME
<h1>GRAPHICS</h1>	<h1>GRAPHICS</h1>
<p>SUBSCRIPTION SERVICE for 5E/week</p>	<p>SERVICE NAME: by clicking you declare to be of age and to accept the Terms and Conditions as well as the Privacy Info. SUBSCRIPTION SERVICE for 5E/week</p>
Purchase	Purchase
<p>For more information on the contest, read the Regulations</p>	<p>For more information on the contest, read the Regulations</p>

Version with activation key “CLICK and PURCHASE”

SERVICE NAME: by clicking you declare to be of age and to accept the Terms and Conditions as well as the Privacy Info.	SERVICE NAME
GRAPHICS	GRAPHICS
SUBSCRIPTION SERVICE for 5E/week	SERVICE NAME: by clicking you declare to be of age and to accept the Terms and Conditions as well as the Privacy Info. SUBSCRIPTION SERVICE for 5E/week
Click and purchase	Click and purchase
For more information on the contest, read the Regulations	For more information on the contest, read the Regulations

NOTE: the section at the bottom of the page with the link to the [regulations](#) is required only in the case that a prize competition is associated with the service

2.5 Format of the landing page and Service activation flow on tablets and Internet keys

- ❖ Any promotion or activation flows that envisage innovative authentication and customer interaction procedures (e.g. by mail, applications, etc.) and that are compatible or consequent to the development of devices, SIM cards or of specific regulations shall be verified on a case by case basis and, in any case, shall have all the required characteristics in terms of transparency, traceability and regulatory compliance.
- ❖ In any case, these proposals shall always be shared in advance and agreed upon with the Operator.
- ❖ The contents proposed to the customer shall be compatible with the type of device used by the customer him(her)self.

2.5.1 Format for promotions on tablets

- ❖ In the case of data connection from tablets, the following cases are applicable:
 - Connection to a mobile network with the graphic resolution typical of websites.
 - Connection to a mobile network with the graphic resolution typical of mobile sites.
 - WI-fi connection with the graphic resolution typical of websites.
 - WI-fi connection with the graphic resolution typical of mobile sites.

In each of these cases, the specifications contained in sections 2.1, 2.2, 2.3, 2.4 shall be applied in accordance with the type of navigation that is applicable to the Premium Service promoted.

- ❖ In the case of mobile navigation from tables, and without prejudice to the presence of all the offer's distinctive elements on the activation landing page, in addition to the mandatory ones - positioned as described in section 2.4 – the following shall also be included:
 - a. a specification that the debit will be charged to the telephone account of the Customer,
 - b. following the activation/purchase, a DISCLAIMER confirming the activation shall be DISPLAYED, specifying that the debits are charged to the telephone account of the tablet on which the service was activated and that the ordinary communication flows will be implemented towards that telephone account.
- ❖ In the case of WEB/Wi-fi navigation from a tablet, the standard WEB activation flow will be implemented pursuant to section 2.3.

2.5.2 Format for promotions on devices which do not support SMS interactions

In the case of devices connected to a mobile network and that are not enabled to receive or display SMSs (e.g. iPADS and similar devices) and which do not therefore allow for an ordinary user-CSP interaction, the activation and use of Premium Services is only and exclusively allowed for Services which guarantee content use on the device in use. In addition, and given that it is not possible to guarantee the standard activation and use of Services on these devices – with reception of a welcome SMS (paragraph 3.1) on the part of the Customer immediately after the activation, as well a regular information SMS relating to each active Service – the Content Service Provider shall, on a case by case basis, provide the Operator with all the appropriate guarantees for the implementation of an alternative activation and management flow which guarantees – for each active Service – certain receipt, on the part of the Customer, of all the information pursuant to paragraphs 3.1 and 3.2 below.

2.5.3 Promotion of VAS from PC browser through Internet keys and embedded SIM devices

The standard WEB format, in accordance with paragraph 2.3, shall be implemented for the promotion of VAS and the relevant activation flow.

2.6 Auditing and monitoring of advertising and promotional campaigns as well as initiatives for user protection

2.6.1 Promotional/advertising campaigns for the Services

The preparation and distribution of advertising, promotional and/or communication initiatives relating to Premium Services are entirely charged to the Content Service Providers (CSPs) which perform these activities under their exclusive responsibility and in compliance with applicable regulations. The CSPs, however, are necessarily required to provide in advance the Service Provider (SP or Operator) with all creative communication materials on the Services that will be marketed for review. The SP or the Operator shall have the right, even through specifically assigned external companies, to verify the compliance of all received campaigns with the policies and guidelines that are agreed upon in advance with the Content Service Providers themselves and, in particular, with this Code of Conduct, providing potential feedback.

In any case, the procedures for auditing the promotional/advertising campaigns relating to the Services and any liability deriving from these are regulated by individual contractual agreements between the CSP and the SP.

In the case that the aforementioned campaigns are initiated without the aforementioned advance communication on the part of the CSP, the latter will be considered fully liable for any complaint or reimbursement which could arise and may be subject to all the contractual remedies applied by the SP and the Operator in order to protect the market and the end user.

The AP telephone services provider does not retain any obligation to verify in advance the advertising campaigns conducted by the CSPs given that it does not have any contractual relationship with the CSP. The AP does not play any role in defining the premium contents supplied by the CSP nor in realising and distributing the relevant advertising campaigns, for even more obvious reasons. The role of the AP operator is exclusively limited to transportation, routing, call management and the relevant invoicing.

2.6.2 Monitoring of campaigns

The SP/Operator and the Content Service Provider (each in full autonomy) hereby undertake to using all possible tools for monitoring the compliance (with this document and agreed upon guidelines) and the legitimacy of the Premium Service advertising and promotional campaigns that are published on various available media. In support of

these activities, the Content Service Providers hereby undertake to notify the SP/Operator of the media where these promotional/advertising campaigns will be conducted as well as information relating to the programming, if available for these media.

2.6.3 Initiatives protecting the end user in case of complaint

The CSP, AP and SP hereby undertake – in accordance with their respective roles within the supply chain for the development and provision of the services regulated by this Code, and in accordance with contractual agreements stipulated between the parties – to provide potential reimbursements to end users if the received complaints are justified. In particular, the CSP, AP and SP hereby undertake to guarantee that – by means of transparent procedures defined between the same CSP, AP and SP - each complaint from Customers are received and managed in a prompt and effective manner. In any case, the CSP, AP and SP that receives a complaint from a Customer will manage and handle any reimbursements without delegating these activities to other parties.

2.6.4 Contractual remedies for behaviours in violation of the Code

Without prejudice to any sanctions which can be applied by national regulatory authorities as well as any sanctions that the Guarantee Committee/Control Body - regulated by paragraph 2.6.5 below, and currently being formed – could charge against Operators and/or Content Service Providers that violate this Code – and which will be detailed extensively in the regulations of the Body itself – it should be noted that the current contracts between Operators and the Content Service Providers provide for the adoption of various civil law remedies in the case of ascertained actions violating the principles of Consumer Protection and which involve the violation of this Code. These remedies range from notices to comply (pursuant to Article 1454 of the Italian Civil Code) to the suspension of the Service supplied to customers as well as the application of penalties and – in the case of repeated or serious violations – the cancellation by law of the contract, in accordance with Article 1456 of the Italian Civil Code.

2.6.5 Guarantee committee

The signatories of the Code hereby undertake, with immediate effectiveness and within six months from its signature, to issue operational regulations as well as articles of incorporation of the Guarantee Committee.

The operational regulations and the articles of incorporation which regulate the mechanisms and procedures applied by the Committee will be published on the institutional sites of the signatories of the Code and of the AssoCSP association.

3. Use and deactivation of Services

3.1 Welcome SMS

All users that subscribe to a Service shall receive a free information SMS or MMS at the time of delivery of the first paid content; it shall contain the following information:

- a. Commercial Service name;
- b. "Activated subscription" text;
- c. free descriptive text;
- d. price of the service;
- e. debit frequency;
- f. deactivation method (deactivation code or Selfcare Area url);
- g. Customer care number;

3.2 Information SMS

All users which undersign a Premium Service in subscription shall receive – at least every 30 days – a free information SMS which reminds them that they have an active subscription and which will contain a potential url to access the service as well as a reference to customer service for additional information (telephone number for customer service and url of the Selfcare Area).

In the case of devices which are not enabled to receive SMS/MMS, the modalities for managing the welcome message, the monthly informational message and all service messages to the Customer - relative to the Service itself - shall be subject to a procedure that is agreed upon with the Operator, in accordance with the specification of the previous points 2.5.

3.3 Applicable debiting period for the Service in the case of prepaid services

The debiting of Premium Service subscriptions shall necessarily be implemented during the period of competence (e.g. within a week) and in the case of impossibility to implement the debiting to the Customer, for any reason, during this period (e.g. absence of credit, temporary suspension of SIM card, etc..), they may not, under any circumstance, be cumulated with those of the subsequent period.

3.4 Universal SMS deactivation codes

- ❖ All Premium Services with subscriptions that are activated with numbers beginning with 4 shall be deactivated by means of the “STOP” code sent by SMS either to a) the short number used to activate the service or, if different, the short number specified in the information SMS confirming activation, or b) in response to the sender number of any received SMS or MMS and relative to the service itself.
- ❖ Delivery of the “STOP” code will immediately deactivate the active Service and prevents the generation of new debits.
- ❖ In the case of cancellation of the phone line, all subscription services will be deactivated without the need for intervention on the part of the Customer.
- ❖ In the case that the number beginning with 4 includes multiple active services, the Customer will receive an SMS with specifications of the deactivation codes of the individual active services.
- ❖ In the case that only one Service is active for a telephone number and a specific number beginning with 4, the delivery of a code which contains the word STOP shall immediately deactivate the Service, except in the case that – in accordance with the date of undersigning and supply of the contents that were effectively used before the processing of the deactivation - the amounts due by the user before the request for deactivation are processed; the deactivation will only be processed and notified after this debiting.
- ❖ The deactivation of the Service shall be confirmed by a free SMS sent to the customer.

3.5 Deactivation of the Services and activation of the block through Customer Service

- ❖ Customer Service shall provide the necessary support to the customer who intends to deactivate the Services under subscription, directly providing for the deactivation of the services or providing the customer with the necessary technical support to successfully complete the deactivation;
- ❖ The customer always retains the right to request that the operator's customer service blocks the communications realized through SMS/MMS as well as the data transmissions relative to the Premium Services offered through numbers beginning with 4, in compliance with Article 30, paragraph 4, of resolution no. 26/08/CIR.

3.6 Recognisability of the sender

In the case of Premium Services that are supplied through numbers beginning with 4, the party sending the SMS/MMS messages to the user - in relation to the supply or

debiting of a Service – shall always have a numbering assigned to the Provider which supplies the service in order to allow for certain and immediate identification.

3.7 Prohibition to activate through SMS without text

The delivery of an SMS with activation code and without text to a number beginning with 4 can not be interpreted as an intention of a customer to access the Service, regardless of its nature, and will not therefore result in the purchase of content nor in potential additional debiting with respect to standard costs for sms delivery (in accordance with the telephone contract of the customer) nor in the activation of a subscription Service.

3.8 Deadlines for data storage

Operators and CSPs undertake to store the personal data of users for periods of time that comply with the provisions of the Privacy Code (Leg. Decree 196/2003) as well as with other current provisions.

In particular, and in accordance with Article 123 of the Privacy Code, potential data relative to telephone or online traffic will be stored by the Operators for invoicing purposes for a period that does not exceed six months from the date of their generation, and without prejudice to additional specific storage that is required for the purposes of complaint.

Other types of personal data, for e.g. IT recordings (e.g. activation and deactivation logs) of subscriptions to Premium Services on the part of users, will be stored by the CSPs for a period which complies with current civil law regulations, i.e. the duration of the ten-year ordinary prescription pursuant to Article 2946 of the Italian Civil Code, with the exception of cases for which the law provides otherwise. Following the expiration of these deadlines, the data will be cancelled or rendered anonymous by the Operators and Content Service Providers. This data shall be promptly supplied by the CSPs upon request of the Operators.

4. Customer service of the Provider

4.1 Single customer service number

- ❖ Each Provider shall provide its customers with a single customer service number for all its Services.
- ❖ The maximum cost for a call to a brief customer service number shall be 0.15 Euro/minute, plus an initial connection charge of 0.15 Euro. The customer shall be informed, free of charge, of the costs at the beginning of the call.
- ❖ The customer service number that is used shall be a non-premium rate number

- ❖ Alternatively, Customer Service shall be accessible through a call to a geographical number, priced in accordance with the telephone contract of the customer.

4.2 Times of availability of Customer Service

- ❖ Customer service shall be available 7 days a week, 24 hours per day, by means of IVR.
- ❖ Direct support from an operator of the customer service department shall be guaranteed 7 days a week from 9 am to 9 pm.

4.3 Sizing of customer service

- ❖ The customer service number shall be sized so that it can manage incoming calls and, in any case, a number of simultaneous calls through IVR of not less than 30.
- ❖ Customer service shall be sized in order to guarantee the management of customers with the following level of service:
 - a. average time of access to a human operator of three minutes, measured as the interval of time from when the customer service number is correctly selected to the moment in which the human operator responds to the user in order to supply the requested service (data recording on an annual basis);
 - b. the waiting time between when the customer selects the IVR option relative to the transfer to an operator and the time in which the request is accepted by the first available operator shall not exceed 30 seconds for 80% of the calls received by the customer service centre over a 12-hour period.

4.4 Interaction through automated responder

- ❖ The first level of the IVR of the Provider shall always include an option for deactivation of the subscription services, named “Service Deactivation”.
- ❖ By selecting the option “Service Deactivation”, the customer shall alternatively be proposed the following:
 - a. a function with automatic recognition of active services and the consequent possibility of requesting its deactivation directly from the responder itself;
 - b. communication of all deactivation modalities pursuant to the Service, such as the code "STOP" or the link for direct deactivation.

- ❖ The option for access to the human operator shall be presented to the customer within the second level of navigation of the automatic responder and, in any case, in compliance with the time deadlines outlined in the Service Charter of the operator.

4.5 Customer Service on websites

- ❖ Websites of operators shall publish the list of all active short numbers, explicitly specifying the Provider.
- ❖ The websites of Providers shall make a **SelfCare Area** available to customers; it shall be named “Profile Management” or “Subscription Management” or “Service Management” and shall be directly accessible from the homepage of the website and positioned in order to be clearly visible (for example in the upper right corner, as specified in figure 1)
- ❖ The SelfCare Area will be exclusively accessible from the home page of the institutional site and/or from the service activation pages

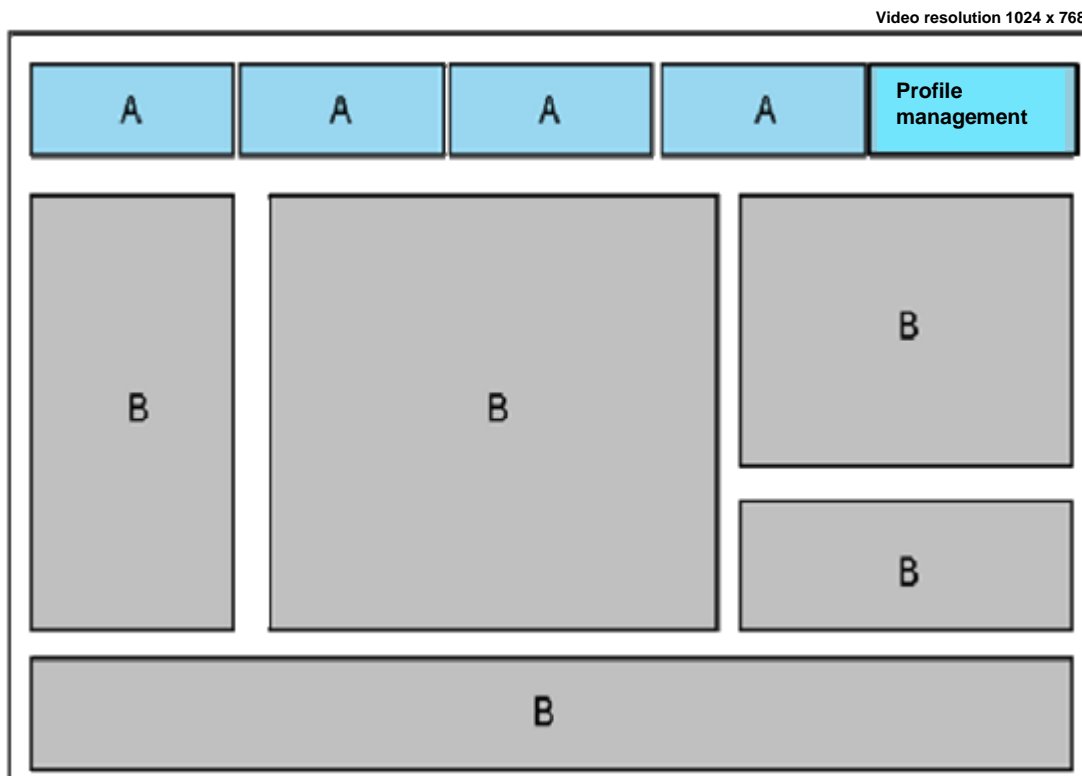


Figure 1

Key

A: Menu keys

B: Creativity area

- ❖ The SelfCare Area shall at least include:
 - a. Organisation of the SelfCare Area by type of support requested (for example, the structure of figure 2).
 - b. Option named “Service deactivation” at the first level of the SelfCare Area (Figure 3). The service deactivation area shall always include a functionality for the immediate deactivation of active services. In addition, the use of the universal STOP code and/or other available modalities for deactivation (e.g. mobile website, customer care numbers, etc..) shall be specified in a clear and distinct manner for each premium rate service of the Provider.
 - c. Free text area available to the customer for requesting information (Figure 4).

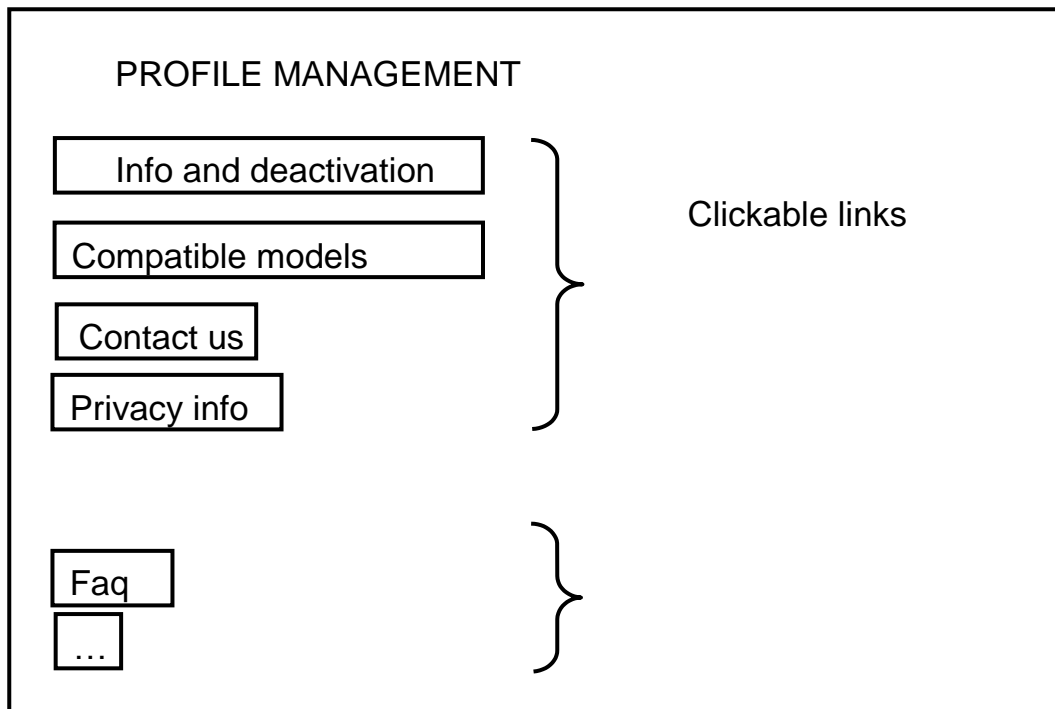


Figure 2

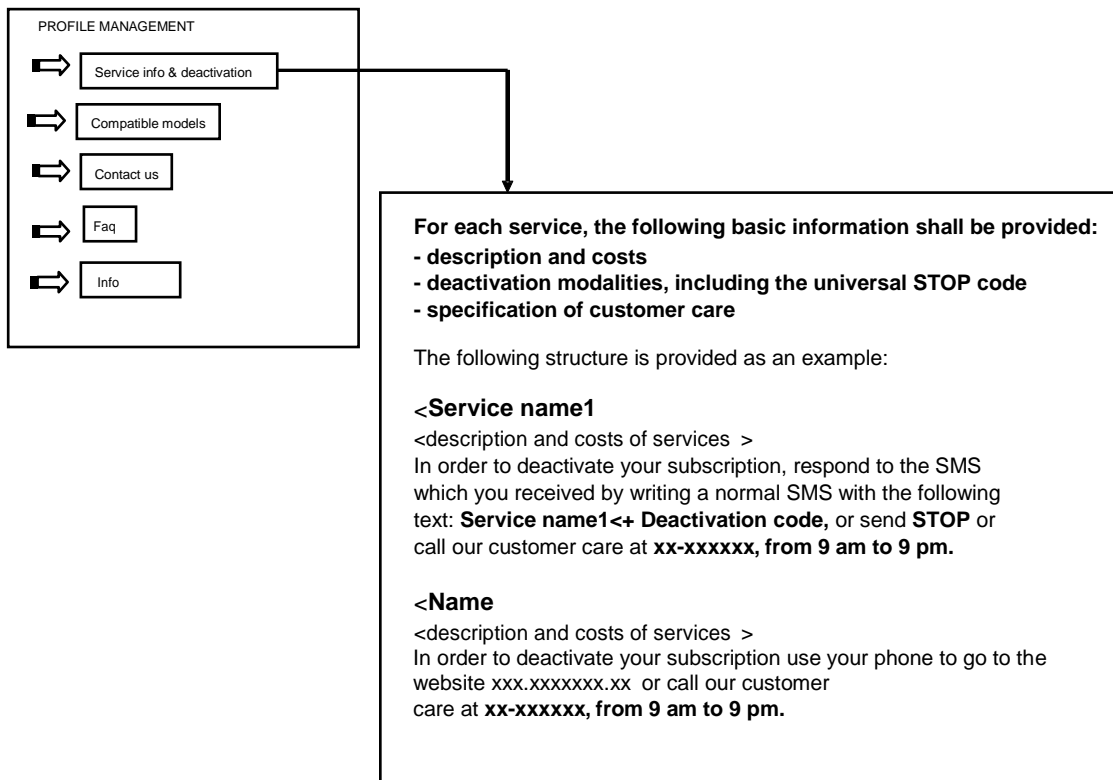


Figure 3

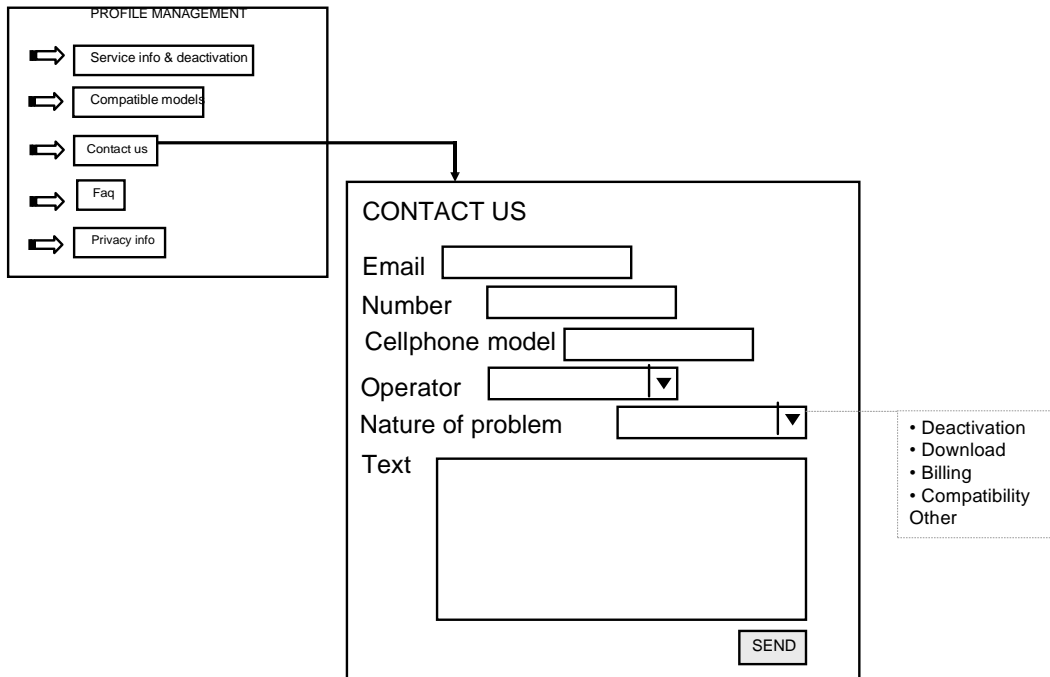


Figure 4

- ❖ The Providers commit to responding to requests for support that are sent to the contacts of the Provider specified in the Selfcare Area within two working days from the date of delivery of the request.

4.6 Customer Service on Wap sites

- ❖ The Wap sites of Providers shall make a **SelfCare Area** available to customers; it shall be named “Profile Management” or “Subscription Management” or “Service Management” and shall be directly accessible from the homepage and positioned in order to be clearly visible (for example in the lower right corner, as illustrated in figure 5).

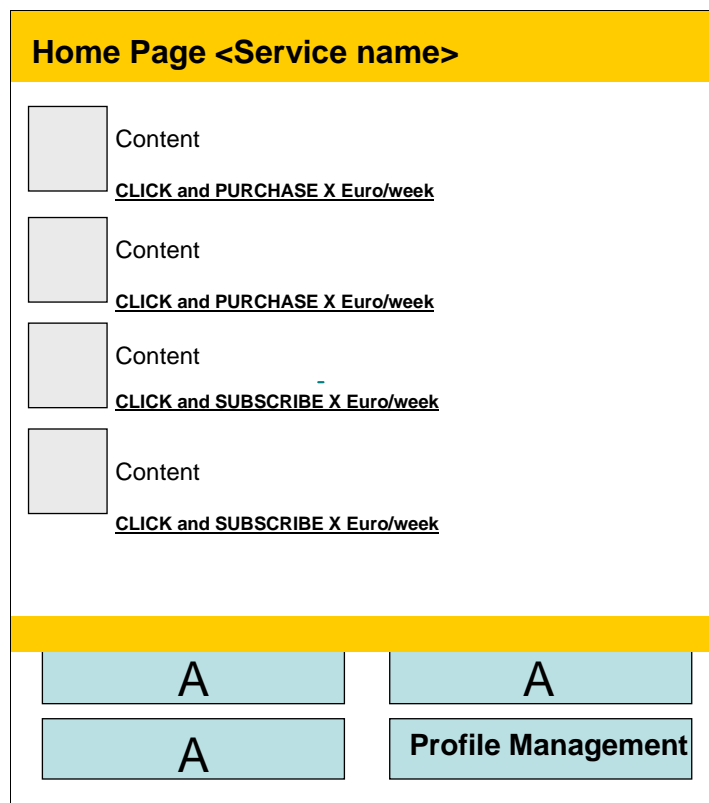


Figure 5

Key

A: Menu buttons

- ❖ The Selfcare Area shall include at least the following (figure 6):
 - a. Link to info on service costs, compatible terminals, privacy info, details on how to contact the CSP through the Call Centre
 - b. Organization of the Selfcare Area by typology of requested support
 - c. Option named “Service deactivation” at the first level of the Selfcare Area.

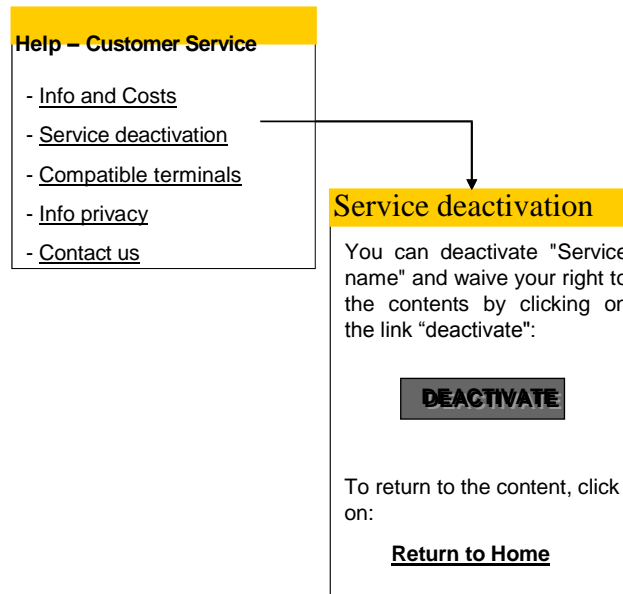


Figure 6

- ❖ The option “deactivate” is present within the deactivation area; after the selection by the user, a message will be displayed which confirms the deactivation of the service.

5. Services with sensitive content

5.1 Classification of sensitive content

- ❖ The Operators and Providers commit to classifying sensitive content on the basis of a common classification. The common classification was adopted by the signatories on the basis of commitments assumed as part of the GSME and in compliance with current regulations (resolution 661/06/CONS).
- ❖ The classification shall include at least two distinct categories of sensitive content:
 - 1) glamour or low sensitivity content: defined as those contents which respect a “public sense of decency”;
 - 2) adult or high sensitivity contents: this category includes all other offered sensitive contents.
- ❖ The Operators and Providers commit to providing at least two distinct modalities for accessing sensitive content on the basis of the type of offered content: glamour or adult.

² “European Framework for Safer Mobile Usage by Younger Teenagers and Children”

For information on the modalities for accessing the two typologies, see Articles 5.2 e 5.3.

- ❖ The classification of contents is an integral part of the contracts with the Providers which commit to identifying and classifying the contents in accordance with that specified by the Operator.

5.2 Information on areas with sensitive content

- ❖ Access to services which include sensitive content can only occur after information is disclosed on the nature of the service as well as explicit acceptance on the part of the requesting party.
- ❖ Access to navigation within WAP and WEB services with sensitive content shall be preceded by an information page containing a link which confirms the intention of the customer to access the services present in this area.

5.3 Areas with PIN access

- ❖ Access to areas with content that is classified by the Operator as having a high level of sensitivity is protected by a special PIN, in accordance with resolution 661/06/CONS.
- ❖ The PIN used for the activation of these services is exclusively supplied by operators to overage customer that are parties to the contract or effective users (registered in the systems of the Operator) and which explicitly request them.
- ❖ The activation of subscription services is subject to prior verification of the PIN on the part of the Operator.

5.4 Other protective tools during access to services with sensitive content

- ❖ Parents, tutors and guardians of minors may request the permanent blocking of services with sensitive content.
- ❖ The request may be implemented by calling the customer service number of the Operator or through channels that are potentially made available by the latter.
- ❖ The blocking of Service content will prevent the customer from receiving any sensitive content, both through SMS and MMS from numbers beginning with 4 and through access to WAP/mobile sites.

6. Transfer of premium rate services in the case of transfer of telephone number

In the case of transfer of the mobile number, in accordance with resolution 147/11/CIR,

price premium services through numbers beginning with 4 that are supplied by parties other than the donating party and which are active on the telephone account relative to the transferred number typically continue to be usable in compliance with the transparency principles expressed in this Code of Conduct.

In order to maintain the services in question, there shall be an agreement between the supplier of the service and the recipient operator in order to guarantee the supply of the service and the relative debiting on the credit of the customer.

7. Undersigning the Code and implementation schedule

This Code of Conduct and its attached guidelines are undersigned by the Operators and the Providers who in turn integrate it within their commercial agreements.

The Operators and the Providers who undersign this Code are responsible – in their respective areas of conduct – for the correct application of the rules reported in this Code.

The Code is drafted in the Italian language and is made available on the websites of the signatories and upon request of the consumer; it is communicated to the Authority for Guarantees in Communications as well as the Italian Anti-trust Authority and the Ministry of Economic Development.

The Operators and the Providers who undersign this Code undertake to implement monitoring structures which can verify compliance with the guidelines defined in this document and can report the results of conducted tests as well as market performance to the competent supervisory authorities.

This Code of Conduct is an update of the Code of Conduct undersigned on 29 May 2008 and subsequently integrated on 16 November 2009. The signatories hereby commit - within 1 December 2013 - to adjust their commercial information and in general their entire service offer in order to ensure compliance with the new rules contained in this Code in addition to requesting compliance - each within the limits of its area of competence, and even at a contractual level - from those parties which did not undersign this document today.

Rome, 17 July 2013