



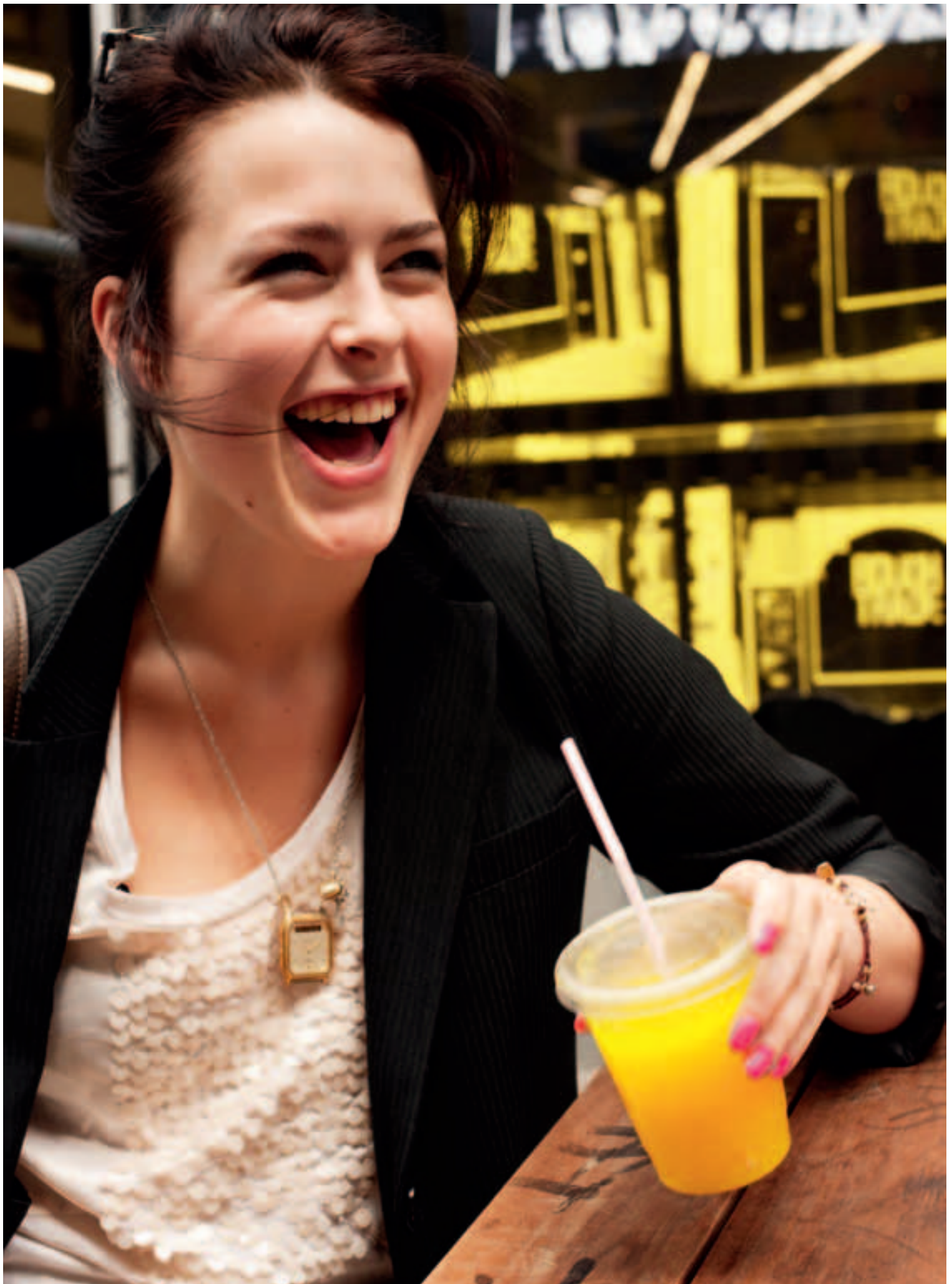
Vodafone Hutchison Australia Premium SMS Handbook

power to you



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Introduction

1. Introduction

(a) In March 2006 Vodafone launched its accreditation program for Managed Partners. The objectives of the program, and of this Handbook, which accompanies the program, were to develop a culture of industry best practice in Mobile Premium Services, to ensure customer protection, to comply with our legal obligations and to help grow the Mobile Premium Services market. This Handbook has been a successful first step in meeting those objectives and has become applicable to all services provided by Vodafone Hutchison Australia Pty Limited (VHA).

(b) Since the launch of the program we have seen a number of commercial and regulatory changes in the Mobile Premium Services market, reflecting the dynamic nature of the mobile industry and increasing consumer demand for transparency. The Mobile Premium Services Industry Scheme (MPSIS) was accepted by The Australian Communications and Media Authority (ACMA) in October 2006. As part of the MPSIS, the industry developed the MPSIS Guidelines that were largely based on this Handbook. In May 2009, following consultation between consumers, the Mobile Premium Services Industry and telecommunications carriers, the Mobile Premium Services Code (MPS Code) was registered by ACMA with the intention that it will replace the MPSIS. The Telecommunications Premium Service Provider (Mobile Premium Services) Determination 2010 (No. 1) come into effect that is obligated to provide an ability for customers to opt out of sending messages (SMS and MMS) to, or receiving messages (SMS or MMS) from 191, 193, 194, 195, 196, 197 or 199 numbers and placing obligations on Content Service Providers (CSP's) to advise customers that such barring is available free of charge and that it will not have any other affect on their service.

(c) To ensure that VHA remains current we have updated this Handbook to reflect the principles of the MPS Code and to build in the lessons we have learned since the accreditation program and the Handbook were first introduced.

(d) It is the responsibility of everyone in the mobile value chain to deliver quality services and an unbeatable customer experience to guarantee the success and longevity of the premium services market. This Handbook provides a framework to achieve this, as well as being a guide to complying with relevant regulations. It clearly explains the minimum requirements to successfully operate within VHA's networks; in areas such as: complaint-handling, advertising and promotion, subscription services, database management and content classification amongst others.

(e) Compliance with the obligations of this Handbook will be monitored, measured and enforced. This Handbook also forms part of your contractual arrangements with VHA and may be revised from time to time. VHA will notify you in writing of any changes to the Handbook as well as certain potential implications or requirements for your business.

(f) We encourage you to continue working closely with us and with our mutual customers to ensure that the Mobile Premium Services industry continues to grow.

(g) Should you have any questions regarding this Handbook, please contact us as per the directory in section 10 of this Handbook.

The Managed Partners Team at VHA

1. Introduction



1.1 General Obligations: Do Not Contract Rule

(a) A Content Service Provider must not enter into a contract with another Content Service Provider for the supply of Premium SMS and MMS services to a customer unless the other Content Service Provider is listed in the register maintained by Communications Alliance under the MPS Code. For further details visit www.commsalliance.com.au/Documents/all/codes/c637

1.2 General Obligations: Do Not Bill Rule

(a) A contract between the Managed Partner and a Content Service Provider must not:

(i) bill the customer for the supply of Premium SMS and MMS services that are the subject of a Do Not Bill Order or an interim Do Not Bill order; or

(ii) collect charges from the customer that relate to Premium SMS and MMS services that are the subject of a do not bill order or an interim Do Not Bill order; if a do not bill order or an interim Do Not Bill order is in force in relation to the services.



Application

2. Application

(a) All services offered using VHA's Managed Partners Portfolio and delivered to our common customer base, including any customer of a Mobile Virtual Network Operator (MVNO) operating on VHA's Networks, must comply with the requirements set out in this Handbook from 15th July 2011. This Handbook will form part of your Managed Partners Agreement with VHA from this date.

(b) Under your Premium SMS Agreements with VHA, in addition to compliance with this Handbook you are obliged to comply with all applicable laws, regulations and requirements of any government or statutory body, as well as with any applicable industry standard or code, voluntary or not. VHA will hold you primarily responsible for the use of the Managed Partners Portfolio, regardless of whether you use parts of the portfolio yourself or for aggregation and resale to other tier-two Content Providers. For the purposes of this Handbook, the term Managed Partner is to be read to include these tier-two Content Service Providers.

(c) Please note, whilst compliance with this Handbook may assist you to comply with your legal and regulatory obligations, this Handbook does not constitute legal advice or a comprehensive outline of all legal issues relevant to the provision of Premium mobile services in Australia. VHA strongly encourages Managed Partners to obtain independent legal advice to ensure the Premium Mobile Services they offer customers (and their own systems and procedures) are compliant with all applicable laws, regulations and industry codes (including the MPS Code) and with any directions or instructions given by a relevant government or industry body.

(d) This Handbook is an active document and as set out in your VHA Agreement is subject to regular review and amendment by VHA to reflect market developments and new services. This Handbook should also be used by Managed Partners as the starting point for an open dialogue with VHA in relation to the subject matter of this Handbook.

(e) It is the responsibility of the Managed Partner to be fully conversant with the latest version of the Handbook and to ensure they are at all times in compliance. This may involve the Managed Partner proactively downloading the handbook from the online portal (Ryder) to ensure they are in possession of the latest version.



(f) The latest revision of the Handbook has been streamlined to reflect additional requirements above the Mobile Premium Services Code in order to avoid duplication. In addition, this Handbook has been extended to the 3 network. Specifically the following areas have been added to the Handbook to reflect currency of the Mobile Premium Services market

- Do not Bill Rule
- Do not Contract Rule.
- Premium SMS Barring
- Retry Rules
- TIO Complaint Register
- Compliance Test Sharing Scheme (CTSS)



Customer Communication

3. Customer Communication

3.1 General obligations advertising

Guiding principles: Remember that the Australian eMarketing Code of Practice, the Spam Act 2003 (Cth) (Spam Act) and the Privacy Act 1988 (Cth) (Privacy Act) apply to marketing messages and that Managed Partners must also comply with those obligations. By way of guidance, a customer should only be included in a Managed Partners marketing database if the customer has provided express consent to receive marketing messages. *Please refer to Section 3 of the Mobile Premium Services Code for full requirements.*

In addition, VHA has the following provisions.

3.2 Advertising compliance

3.2.1 Actions against non-compliance:

Without limiting any other rights or remedies available to VHA, where any advertising or promotion for Premium Mobile Services marketed by a Managed Partner does not comply with this Handbook:

- (a) VHA may notify the Managed Partner of the reasons that advertising does not comply with this Handbook and may instruct the Managed Partner to rectify the advertising;
- (b) VHA may instruct the Managed Partner (in its absolute discretion) as to how the advertising or promotion should be rectified, including by honouring any confusing, misleading or deceptive element of an offer or advertisement, by crediting customers who have been confused, misled or deceived, or by amending the non-compliant advertising or a combination of these;
- (c) the Managed Partner must comply with VHA's instructions and take positive action to ensure that any advertising or promotion for services marketed by that Managed Partner complies with this Handbook; and
- (d) VHA may impose the relevant provisions set out in section 9 of this Handbook.

3.2.2 Consistent non-compliance:

If a Managed Partner fails to comply with VHA's instructions, or is consistently failing to comply with the principles set out in this Handbook then, without limiting any other rights of VHA, VHA may:

- (a) impose the relevant provisions set out in sections 9 of this Handbook;
- (b) cancel or suspend the Managed Partner's service (in VHA's absolute discretion); or
- (c) take such other action available to VHA under the terms of its agreement with the Managed Partner or as otherwise provided in this Handbook

3.2.3 Disclaimer:

VHA Managed Partners acknowledge that any instruction given by VHA relates to compliance with this Handbook and the principles set out in this Handbook only and should not be relied upon in any way by a Managed Partner for assessing the compliance of any advertising or promotion with any relevant laws, regulations or codes whatsoever, or with any directions given by a relevant government agency or regulatory body

3.3 Scam

3.3.1 Definition:

A scam may be characterised as any promise or offer to provide a reward, gift or prize by redemption, by which the redemption method may be expected to cost the receiver a sum larger than the value of the promised reward. This definition is not to be considered exhaustive and the decision of whether any individual communication constitutes a scam will be based upon accepted community standards. Examples of a scam include sending an SMS to a user requesting them to call a premium voice service to claim a prize.

3. Customer Communication

3.4 Spam

3.4.1 Regulatory context:

Managed Partners must ensure that their activities and services (including mobile messaging and content products) comply with the relevant laws, regulations and codes relating to spam, including the Spam Act and the Privacy Act.

3.4.2 Definition: For the purpose of this Handbook,

Spam may be characterised as the sending of an electronic message to an Australian end-user (which includes all VHA customers, whether in Australia or not) where the end-user has not previously consented to receiving the message. Spam does not include messages which contain purely factual information relevant to the end-user – e.g. the subscription reminder messages required under section 4 of the MPSC. This definition is not exhaustive and the decision of whether an electronic message constitutes spam will be decided on a case by case basis.

3.4.3 Requirements:

Mobile messaging and content products must not be used for the purposes of spam by Managed Partners under any circumstances, whether wholly or only partially operated via mobile. Specifically, with respect to sending electronic marketing messages, Managed Partners must ensure that:

(a) any electronic marketing message that is sent to a VHA customer clearly identifies who the message is from and how to directly contact the sender of the message;

(b) electronic marketing messages are not sent to any end-user unless:

(i) the recipient has expressly requested the marketing message; or

(ii) the recipient has provided the sender of the message with prior consent to send the marketing message; and

(c) having regard to section 6 of this Handbook:

(i) an appropriate means is implemented to allow the end-user to notify the sender of the message to not send further marketing messages; and

(ii) any opt-out or “STOP” commands received from a recipient of an electronic marketing message are immediately complied with.

These requirements should not be considered exhaustive and do not replace any obligations imposed by any legislation, regulation or code, or by any relevant government or industry body. Managed Partners acknowledge that the above requirements (and any decision or direction given by VHA relating to spam) should not be relied upon in any way by a Managed Partner for assessing the compliance of any electronic message or SMS with any relevant laws, regulations or codes whatsoever relating to spam, or with any direction or instruction given by a relevant government agency or regulatory body.

3.4.4 Deliberate circumvention of the law:

VHA will not support any deliberate activity that may be construed as an attempt to circumvent the provisions of applicable laws, regulations or codes in an attempt to send bulk unsolicited messages to VHA customers.

3.5 Telemarketing

3.5.1 Missed call marketing:

Missed call marketing involves the placement of a voice call to a mobile number that hangs up before the call is connected. Customers then call back the number and access an IVR that promotes an offer and asks the customer to call a premium rate number or text a key word to a premium short code in order to collect a gift or prize or to join a service. Such schemes have been the source of many customer complaints and have been investigated by the ACMA on the basis that they may contravene the Spam Act.

VHA does not support the use of missed call marketing schemes and Managed Partners must not carry out missed call marketing schemes using the VHA networks or in respect of VHA customers. VHA will disconnect any short code provisioned on its network associated with any such scheme.

3. Customer Communication

3.5.2 Recorded message marketing:

Recorded message marketing involves the placement of a voice call to a mobile number and the playback of a recorded promotional message either directly to the customer who answers the call or onto the customer's message bank. As with missed call marketing, customers are asked to call a premium rate number or text a key word to a premium short code in order to collect a gift or prize or to join a service.

(a) While this kind of marketing scheme may not constitute spam, it still is the source of many customer complaints.

(b) Any initiation of premium subscription service via recorded message marketing schemes must comply with this Handbook

3.5.3 Do Not Call Register:

In addition, on 3 May 2007, ACMA launched the National Do Not Call Register under the Do Not Call Register Act 2006 (Cth) (**Do Not Call Register Act**). The Do Not Call Register enables individuals with Australian fixed line and mobile numbers to list their fixed and mobile telephone numbers on the register and opt out of receiving a wide range of telemarketing calls.

(a) Under the Do Not Call Register Act, it is generally unlawful to make telemarketing calls to numbers placed on the register after 31 May 2007.

(b) Managed Partners who engage in or support the use of telemarketing should familiarise themselves with the requirements of the Do Not Call Register by visiting the ACMA website: http://www.acma.gov.au/WEB/STANDARD..PC/pc=PC_300340 or by contacting ACMA.

(c) VHA may, at its discretion, disconnect short codes associated with any service provided by a Managed Partner that is found to be in breach of the requirements of the Do Not Call Register and the Do Not Call Register Act.

3.6 Marketing Messages

Marketing messages must comply with the Spam Act and, at a minimum

(a) Begin with "FREEMSG"

(b) Identify the sender

(c) Include a functional STOP mechanism

(d) Be delivered via a long code 04xx xxx xxx, they cannot be masked with a 19x number.

(e) Only be sent to an active Premium Service user from whom you have obtained appropriate consent (as defined in the Spam Act).

(f) Further to point (e) above, marketing messages must be discontinued when a subscription to a Premium service is stopped and the MSISDN attached to the subscription must be purged immediately from all marketing databases.

3.6.1 Network Retries

Messages sent to complete the sign up process to a subscription service are limited as follows – for double opt in, a maximum of 2 attempts are permitted to complete this process. One message to confirm the opt-in and one message to follow up on the opt-in (where the customer has not responded to the first message). These messages must be strictly in relation to the opt-in and must not be marketing messages. Under no circumstances are zero rated MT's messages to be used for marketing purposes.

3.6.2 Fees

As outlined in Section 9 of this Handbook, failure to comply with the requirements around sending marketing messages set out in section 3.6 will attract a \$2000 Fee per MSISDN/per incident.



Providing Information

4. Providing Information

4.1 General obligations

Please refer to Section 4 of the Mobile Premium Services Code for full requirements

In addition, VHA has the following provisions



4.1.1 Updating short code information in the Managed Partners Auto-Provisioning System (MPAPS) & Hermes

Changes to services offered on short codes provisioned should be promptly updated in MPAPS (Vodafone) and Hermes (3 Mobile). The information provided in MPAPS and Hermes is used to inform customers about the Premium Services which they have used or may be thinking of using. Information regarding price points, service description and especially helpdesk numbers need to be accurate and up to date in order to ensure customer complaints are addressed in a timely manner.

4.1.2 Currency of information: In order to ensure the best possible customer experience, VHA requires that Managed Partners update any changes to Premium Services into MPAPS and Hermes within 3 business days of the change taking effect. In the case of changes to helpdesk numbers, updates must occur within 24 hours. Failing to comply will result in breach fees outlined in section 9 of this handbook.



Supplying Services

5. Supplying Services

5.1 General obligations

Please refer to section 5 of the Mobile Premium Services Code for full requirements.

In addition: VHA has the following provisions for clarity.

5.1.1 Refunds:

(a) Unless a customer agrees to another form of payment, a Managed Partner must pay any refund to a customer by directly refunding the customer

For example: refunds can be in the form of: cheques, electronic fund transfer, always taking into consideration a prompt refund without delays.

(b) Direct Refunds.

In some instances VHA may be able to arrange direct refunds to VHA customers. These incidents will be renewed on a case by case basis and will attract a \$1,000 administration fee. Please contact the people in section 10 of this handbook for further details.

5. Supplying Services

5.1.2 Database Management:

Subject to record keeping requirements, a Managed Partner must maintain any databases used to hold customer contact data, including:

- (a) Managing and purging expired data; and
- (b) Purging their database within 3 business days of VHA issuing information about dormant or quarantined MSISDNs.



5.1.3 Delivery Failure Reasons for permanent failure:

VHA has specified several common Delivery Failure Reasons (DFRs) which form part of the SMPP v3.4 specification for notification of unsuccessfully delivered messages, which must be used by the Managed Partner as a trigger to remove the targeted customer from the Managed Partner’s subscription and marketing databases.

The most common list of DFRs are listed below.

Delivery failure text appearing on the message field	Vodafone DFR
Destination not known	Subscriber not recognised
Teleservice not provisioned	Teleservice not provisioned (Prepay Cap customer)
Unidentified subscriber	HLR could not locate subscriber
ESME_RSUBMITFAIL	Service is barred

Delivery failure text appearing on the message field	Hutchison DFR
REJECTD err: 000	Prepaid Insufficient credit
EXPIRED err: 65283	Out of range/handset off
EXPIRED err: 101	Core network Outage affect PSMS delivery
REJECTD err: 000	Service is barred



5.1.4 Limitations on resending where Premium SMS barring is the reason for delivery failure:

Where the DFR is of a barring nature, only attempt to deliver the message IF:

(a) Vodafone

The reason for the delivery failure is “ESME_RSUBMITFAIL” the Managed Partner must make no more than 1 attempt to deliver the message in any 7 day period. If the delivery failure text received on the permissible one further attempt continues to be “ESME_RSUBMITFAIL”, the Managed Partner must abandon its attempts to send the message and, subject to record keeping requirements, purge the customer’s MSISDN from the Managed partner’s databases immediately.

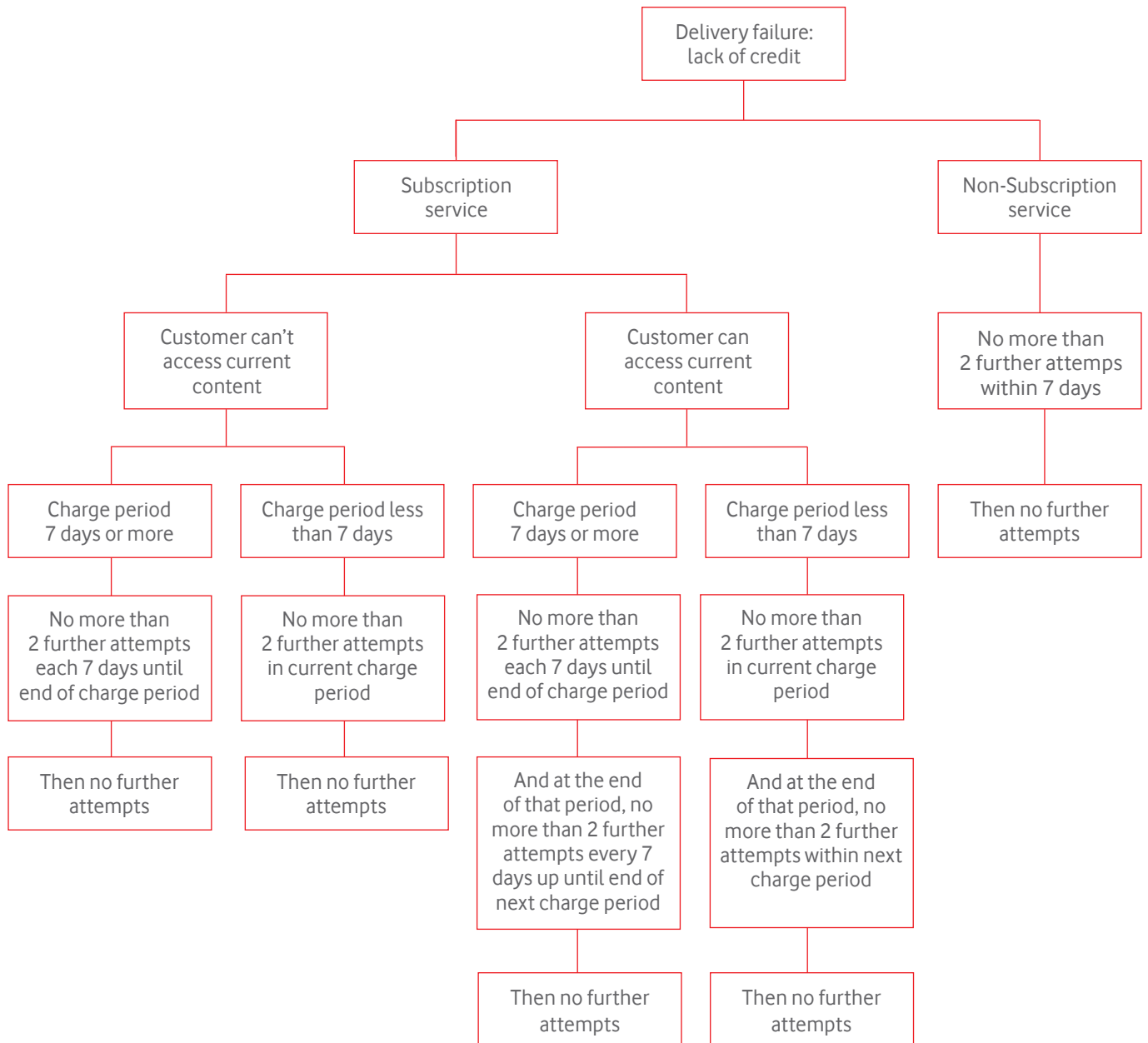
(b) 3 Network

The reason for the delivery failure is “REJECTD err: 000” the Managed Partner must refer to clause 5.2, ‘Additional Rules for Supplying a Premium SMS or MMS Service’ in the Mobile Premium Service Code.

NB: Standard timeframe to retry is 2 attempts in any 7 day period but in the event of error ESME - RSUBMITFAIL: (Vodafone) timeframe to retry is 1 attempt in any 7 day period.

5. Supplying Services

Illustration of Section 5: Messaging flow to customers where the delivery failure reason is lack of or insufficient credit.





Unsubscribe & Opt out mechanisms

6. Unsubscribe and Opt-out mechanisms

6.1. General obligations

Please refer to section 7 of the Mobile Premium Services Code for full requirements.

In addition: VHA has the following provisions for clarity.



6.2. Barring all Premium messaging

As part of a package of measures to address problems experienced by consumers with the Premium SMS and MMS services, The ACMA registered an industry code of practice, the Mobile Premium Services Code C637:2009 (MPS Code) on 14 May 2009. The MPS Code contains a number of new consumer safeguards.

The ACMA noted from the public consultation on the new MPS Code that organisations representing the interests of consumers and the Australian Competition and Consumer Commission (the ACCC) expressed the view that, notwithstanding the new safeguards in the MPS Code, there was a need for mobile phone customers to have the ability to bar access to all Premium SMS and MMS services if they wished. This was regarded as especially the case for mobile phones provided by parents to their children and business customers.

A new requirement to permit customers to bar all premium mobile message services came into effect on 1st July 2010; the Telecommunications Service Provider (Mobile Premium Services) Determination 2010 (No. 1) (the Determination) .

The Determination includes requirements for the provision of information about Premium SMS and MMS barring to potential customers and customers at various points in the life cycle of a mobile service, including when they are especially likely to be receptive to receipt of such information.

Information is to be provided to customers who have

not already barred premium SMS and MMS services in a clear, concise, effective and prominent manner:

- (a) before the expiry of 30 days after commencement of the Mobile Premium Services Determination unless before then and in the ordinary course of its business, the mobile carriage service provider initiates a communication with its customer, then the information should be given at that time;
- (b) within 5 days of entering into an agreement for the supply of a public mobile telecommunications service if barring is not requested by the customer when entering into the agreement;
- (c) every 3 months in the first year; and
- (d) every 6 months in all subsequent years.

Additionally, a customer must also be advised that they can request barring and of a method by which that can be done when given a bill that contains a charge for a Premium SMS or MMS, and when a customer makes an inquiry or complaint about Premium SMS and MMS services (whether or not the customer already has barring in place).

Where a customer advises VHA that barring to all Premium SMS & MMS services is required, VHA will enable that block within 1 business day. This will result in a total block on the customers account to send and receive Premium SMS and MMS messages. As a consequence when attempting to deliver Premium SMS and MMS messages the Managed partner will receive the corresponding DFR as outlined in section 5.1.3 of this Handbook.



Content Standards

7. Content Standards

7.1. Content classification

VHA has developed an Adult Erotic Matrix (Attachment 1) which assists by providing a common language and framework for describing adult erotic content. Please note that the Adult Erotic Matrix is not to be used in substitution for pre-assessment of content in accordance with National Classification Code and with the Classification Board Guidelines for the Classification of Films and Computer Games (Classification Board Guidelines) as required by the Content Services Code.

Content made available or billed via VHA networks using a Premium shortcode must comply with the following requirements.

7.1.1 Illegal content:

Content which could or would be considered illegal in any Australian jurisdiction (**Illegal Content**) must not be made available by a Managed Partner via VHA networks. Any attempt to operate a service which includes making Illegal Content available via VHA networks will be regarded as a serious matter and appropriate action will be taken by VHA, including, where appropriate, notifying the relevant authorities.

7.1.2 Prohibited content:

In accordance with the Content Services Code, content which could or would be pre-assessed as X18+ or RC (refused classification) in accordance with the Classification Board Guidelines must not be made available, or the customer billed for such content, by a Managed Partner via VHA networks. For the purposes of this Handbook, adult erotic content which is CS6.0 or above in the Adult Erotic Matrix will be considered Prohibited Content by VHA regardless of its classification under the Classification Board Guidelines.

7.1.3 Banned content:

In addition to content that is Illegal Content and/or Prohibited Content under the Content Services Code, set out below are types of content that VHA considers are otherwise so extreme that they are banned by VHA (Banned Content) and must not be made available by a Managed Partner via VHA networks:

(a) Sexually explicit material:

Content of a highly explicit sexual nature, the sole purpose of which is sexual entertainment. The following terms apply to heterosexual and homosexual activities and constitute sexually explicit material that must not be made available by a Managed Partner via VHA networks.

(i) **Minors and role playing:** Content depicting, or implying that a person who is (or who appears to be) under 18 years of age is engaged in sexual activity, or presented in a sexually provocative manner which may include depictions involving adults role-playing as non-adults.

(ii) Abusive sexual activity:

- (a) Sexual violence (eg sexual assault and rape); and
- (b) Content (including dialogue) likely to encourage an interest in abusive sexual activity (eg paedophilia, incest).

(iii) Sado masochistic activity:

- (a) Content depicting or implying the infliction of constraint, coercion and pain or physical harm in a sexual context; and
- (b) Content depicting or implying the use of any form of physical restraint, for example, gags and bonds.

(iv) Other fetish sexual activity:

- (a) Content depicting or implying niche fetish activity not covered by the Adult Erotic Matrix; for example necrophilia, defecation and urolagnia; and
- (b) Content depicting or implying content that may not be covered by the Adult Erotic Matrix but is exploiting vulnerable people; for example, disabled or elderly people.

(v) Bestiality:

Content depicting or implying bestiality.

(vi) Live adult erotic webcams:

Live webcams providing or showing the provision of adult erotic services.

7. Content Standards

(vii) Use of sexual objects/props

- (a) Content depicting the use of sex props that are excessively large (relative to normal anatomy)

(b) Violence

- (i) Content depicting actual instances of harm or distress to people or animals where used as a form of entertainment, excluding the reporting of an incident of public interest within news or documentary content or any fictional content that is acceptable under the Classification Board Guidelines;
- (ii) Extreme or gratuitous violence, including restraint, torture, sadism, mutilation or execution;
- (iii) Exploitative/sadistic violence towards vulnerable and defenceless people or animals;
- (iv) Self-infliction of extreme pain or physical harm resulting in permanent damage or death; and
- (v) Content that incites violence.

(c) Incitement of illegal or anti-social behaviour:

- (i) Incitement of racial, religious or ethnic hatred or abuse;
- (ii) Incitement or glamorising of anti-social behaviour such as illegal drug taking and solvent abuse, the glorification of vandalism, bomb making, terrorism and the like; and
- (iii) Material that demonstrates criminal techniques.

7.1.4 Restricted content:

In accordance with the Content Services Code, content which could or would be pre-assessed as MA15+ or R18+ under the current Classification Board Guidelines (Restricted Content) must not be made available to a customer, or the customer billed for such content by a Managed Partner via VHA networks, unless the customer has requested access to Restricted Content and that customer has been verified as being 18 years of age or over in a manner approved by VHA under its Parental Lock service. In the case of adult erotic content, content which is rated CS1.5 to CS 5.1 inclusive in the Adult Erotic Matrix will be considered Restricted Content by VHA, regardless of its classification under the Classification Board Guidelines.

(a) All Restricted Content must be subject to a VHA-approved form of access control. The only approved form of access control is the Parental Lock service described in section 7.2. This service ensures that only customers over the age of 18 years whose age has been verified in accordance with Parental Lock are allowed access to Restricted Content.

(b) All Restricted Content must be pre-assessed in accordance with the Classification Board Guidelines by a certified assessor before it is made available via VHA networks and on request from VHA, the Managed Partner must be able to show evidence of this pre-assessment. See section 7.1.7 for details about certified assessors.

(c) Any Restricted Content made available by Managed Partners (and sitting behind the Parental Lock service) that is charged to a customer using a short code must use 195 or 196 premium number ranges.

(d) Managed Partners must ensure that the models in the images contained in Restricted Content supplied by the Managed Partner were 18 years of age or over at the time that the images were recorded. At VHA's request, Managed Partners will provide evidence to VHA (in a form satisfactory to VHA) of the age of the relevant models.

7.1.5 Unrestricted content:

Content which could or would be pre-assessed as M, PG or G (Unrestricted Content) in accordance with the Classification Board Guidelines (content which is not Illegal Content, Prohibited Content, Banned Content or Restricted Content) can be made available by the Managed Partner via VHA networks without needing to be subject to the Parental Lock service, except in the case of adult erotic content which must be rated CS1.4 or below in the Adult Erotic Matrix to be considered Unrestricted Content by VHA, regardless of its classification under the Classification Board Guidelines.

(a) Unrestricted Content may not always need to be assessed. For example, news, sports or children's services are highly unlikely to contain Restricted Content and therefore a high level assessment may be made of the service such that individual assessment of content items need not occur.

7. Content Standards

(b) All Unrestricted Content which could or would be pre-assessed as M must be pre-assessed in accordance with the Classification Board Guidelines by a Classification Board trained assessor before it is made available via VHA networks. On request from VHA, the Managed Partner must show evidence of this pre-assessment.'

7.1.6 Taste & Decency:

In addition to the content standards guidelines set out in this Handbook, VHA reserves the right to direct Managed Partners to take down content or restrict access to content which VHA considers does not meet community standards of 'taste & decency'. This must occur within 1 business day of receipt of the direction from VHA.

7.1.7 Pre-assessment of content:

Managed Partners must ensure that pre-assessment of content is undertaken by certified assessors in accordance with the Content Services Code. Without limiting the requirements of the Content Services Code, the certified assessors must be individuals who are resident in Australia and who have completed a training course approved by the Director of the Classification Board and who remain certified as assessors. VHA requires that each Managed Partner have at least 1 such trained and certified assessors on its staff at all times.

7.2 VHA's Parental Lock Service



7.2.1 Background:

The Parental Lock service (Vodafone), and Access All Areas (AAA) (3 Mobile) provides customers with the ability to control and manage their access to the various Restricted Content channels. Parental Lock (Vodafone) and AAA (3 mobile) is intended to assist VHA and Managed Partners to comply with the content-specific regulatory regime although Managed Partners must obtain their own advice and implement their own systems to ensure that they comply. The regime requires carriage service providers and Content Service Providers to block all access to Prohibited Content and Illegal Content and to limit access to Restricted Content to adults who have requested access by implementing an access control solution such as Parental Lock or AAA.

7.2.2 Operating mechanism:

With the Parental Lock service, Vodafone customers are automatically barred or blocked from accessing Restricted Content on Vodafone's proprietary network service (e.g. Vodafone Central) and via Mobile Premium Services on the 195 and 196 number ranges. Customers will be able to access Restricted Content by requesting that the block be lifted, proving that they are over 18 years of age and proving that they are the relevant account holder. Customers have the ability to manage Parental Lock through a number of channels including face to face, call centre and via the handset.

On the 3 network, the Parental Lock Service is labelled AAA – "Access All Areas" like on the Vodafone network. Customers with 3 are automatically barred or blocked from accessing restricted content on the 3 network (e: planet 3) Customers will be able to access restricted content by requesting that the block be lifted, proving they are over 18 years of age and proving that they are the relevant account holder. Customers have the ability to manage AAA through a number of channels including face to face and via the handset. They will be issued a 4 digit pin to access restricted content.

7.3 Audio standards

7.3.1 Operating mechanism:

The principles underlying the requirements in this section are reflective of prevailing community standards, the Classification Board Guidelines and the Australian Recording Industry Association (ARIA) and Australian Music Retailers Association (AMRA) Recorded Music Labelling Code of Practice.

Specific principles underlying these requirements are that:

- (a) adults in a democratic society should be free to listen to what they wish within the standards of morality, decency and propriety generally accepted by reasonable adults; and
- (b) consumers should be supplied with sufficient information so that they can make informed purchasing decisions, including regarding:
 - (i) Comusic products which may offend; and
 - (ii) Comusic products which may be unsuitable for Minors.

7. Content Standards

(c) Compliance with this section 7.3 forms part of the Managed Partner's contractual obligations with VHA.

7.3.2 Impact on brand and reputation:

Where the carrying of a certain track or artist has had, or is seen to have the potential to create, a negative impact on VHA's brand or reputation, VHA may instruct the take down of such artist or track. If so, removal must occur and be confirmed by the Managed Partner within 24 hours (taking into account time zones which would affect weekends only) of receipt of instructions.

7.3.3 Promotion of services:

Any marketing, advertising or joint promotion activities on TV, radio or any other audio/visual medium in relation to services provided by the Managed Partner via VHA networks must not play any audio tracks that contain profanity, sexual or violent themes. Teaser (promotional/free) tracks must have regard to the elements of this section 7.3. Further teaser (promotional/free) content must have due regard for the audience and will be labelled appropriately.

7.3.4 Labelled tracks:

Tracks labelled Level 1 and Level 2 according to the ARIA/AMRA Recorded Music Labelling Code of Practice can be made generally available to customers by Managed Partners via VHA networks. Tracks labelled Level 3 according to the ARIA/AMRA Recorded Music Labelling Code of Practice must only be made available by Managed Partners to persons 18 years of age and over and must therefore be subject to Parental Lock.

7.3.5 Display of explicit labelled tracks:

If the Managed Partner's contractual requirements specify that all metadata is to remain unchanged, the Managed Partner is still required to present tracks as they are supplied. However, the Managed Partner must display "Explicit" next to a title, or if possible, show a warning icon. Possible formats are (for example)

- (a) Fuck It (explicit); or
- (b) Fuck It (WARNING ICON).

7.3.6 Display of radio-edit labelled tracks:

Radio edits of labelled tracks will be appropriately identified. Possible formats which will be consistent with physical (CD) and online labelling are (for example):

- (a) F**k It (radio edit); or
- (b) F**k It (clean).

7.3.7 ARIA listing of labelled tracks:

In addition to the above, Managed Partners must cross-reference tracks with available information regarding status of labelled tracks as per the ARIA listing available at <http://www.aria.com.au/pages/labelled-titles.htm>.

Lists are available for:

- (a) 1996 – 2001 (Tier 1 and Tier 2 labels); and
- (b) 1/4/03 – 31/3/04; 1/4/04 – 31/3/05; and 1/4/05 – current. These lists indicate Aust Distributor/Artist/ Title/Label/Format (album/Single)/ Classification level/catalogue level.

7.3.8 Labelling of tracks with Levels 1, 2 and 3:

As outlined in the ARIA/AMRA Recorded Music Labelling Code of Practice, tracks listed:

- (a) Level 1 and Level 2:
 - (i) must be labelled with the appropriate warning; and
- (b) Level 3:
 - (i) will only be available to persons 18 years of age and over and therefore must be subject to Parental Lock.

7.3.9 Not to be sold:

Managed Partners must not permit products containing lyrics which promote, incite, instruct or exploitatively or gratuitously depict drug abuse; cruelty; suicide; criminal or sexual violence; child abuse; incest; bestiality; or any other revolting or abhorrent activity in a way that causes outrage or extreme disgust to most adults to be released or distributed via VHA networks.

7. Content Standards

7.3.10 Review triggers:

Triggers for VHA or a Managed Partner to review a track to decide its suitability to be carried or withdrawn from market are:

- (a) if the track has been withdrawn by national or online retailers;
- (b) increasing controversy regarding a track or artist;
- (c) customer care feedback based on customer complaints;
- (d) removal of track from radio broadcasters play lists; and
- (e) where the carrying of a certain track or artist has had, or is seen to have the potential to create, a negative impact on VHA's brand or reputation.

7.3.11 Track take-downs:

Following a review under section 7.3.10 VHA may instruct the take down of such artist or track. If so, the Managed Partner must ensure that removal occurs and is confirmed within 24 hours (taking into account time zones which would affect weekends only) of receipt of instructions.

7.3.12 Ringtones:

Music ringtones and non-music ringtones (e.g. spoken word:, "Answer the (expletive) phone," or sounds such as moaning, groaning or screaming) must be treated by Managed Partners in a manner consistent with this section 7.3 and particular attention must be given to the principles underlying this section 7.3, specifically with regard to ringtones (both music and non-music) that may offend or be unsuitable for Minors. Managed Partners must take into account the potential for ringtones (both music and non-music) to be overheard by Minors and cause offence to other third parties.

7.3.13 Ringback tones:

The requirements in section 7.3 that apply to ringtones are also applicable to ringback tones.

7.4 Take down & classification process

7.4.1 Where VHA determines content breaches with the Classification Board Guidelines:

When VHA decides that content supplied by a Managed Partner:

- (a) should have been pre-assessed as MA15+ or R18 (whether or not there has been a complaint about it), and is not protected by Parental Lock:
 - (i) the Managed Partner must remove access to or place behind a 195 or 196 short code the relevant content within 1 business day; and
 - (ii) VHA may impose the relevant provisions set out in section 9 of this Handbook;
- (b) is Illegal Content, Prohibited Content or Banned Content, or potentially within any of these categories, the Managed Partner must remove the relevant content immediately; and

- (i) In the case of Illegal Content which is suspected child pornography, VHA will notify the relevant law enforcement agency of the detection of the content on the Managed Partner's service. Under Commonwealth legislation it is an offence for a person to use a telecommunications carriage service to access, transmit to themselves, transmit generally, make available or publish or otherwise distribute child pornographic material; and

- (ii) VHA may impose the relevant provisions set out in section 9 of this Handbook.

7.4.2 Dispute of VHA classification decision:

If the Managed Partner disagrees with VHA's decision, the following process can be followed to submit the content to the Classification Board and request that the Classification Board makes a decision regarding the appropriate classification of the content using the Classification Board's priority classification service (which is charged at a premium rate).

- (a) Where a Managed Partner has been directed to remove content by VHA for breaching the Classification Board Guidelines, which they have complied with, and they wish to challenge this direction, the Managed Partner must send a completed and signed copy of the Classification Board Classification Application form to VHA, indicating priority processing.

7. Content Standards

(b) Within 2 business days of receipt of the completed and signed application form from the Managed Partner, VHA must sign it and submit it to the Classification Board and notify the Managed Partner that it has done so. If VHA does not wish to take this course of action then it must contact the Managed Partner prior to the expiry of 3 business days to discuss alternative courses of action.

7.4.3 Classification fees:

Both parties will be required to pay the Classification Board equal halves of the full fee for classification of the classifiable content in advance. By signing the Classification Board Classification Application form both parties agree that:

- (a) VHA will recompense the Managed Partner for the fee already paid in instances where the classifiable content was correctly pre-assessed; or
- (b) the Managed Partner will recompense VHA for the fee already paid, in instances where the classifiable content was incorrectly pre-assessed.

7.4.4 Classification Board classification:

On receipt of the application, the Classification Board will consider the classifiable content against the Classification Board Guidelines. The Classification Board will:

- (a) make a decision regarding the appropriate classification; and
- (b) inform the parties of the correct classification for the classifiable content; and
- (c) where the Classification Board classifies the content as being MA15+ or above, the Managed Partner must continue to comply with VHA's notice to the Managed Partner to take down/remove the content or place it behind a 195 or 196 short code (as applicable); and
- (d) where the Classification Board classifies the content as being G, PG or M, the Managed Partner may reinstate the content.

7.4.5 Where VHA determines content breaches VHA's content standards:

Content may breach VHA's content standards if, for example, VHA decides it is Banned Content according to section 7.1.3, or if VHA decides it has not been correctly classified according to the Adult Erotic Matrix. If VHA decides that content submitted by a Managed Partner, or provided to VHA customers via VHA networks breaches VHA's content standards set out in this section 7, then VHA will instruct the Managed Partner to:

- (a) for content that should have been rated as Restricted Content according to section 7.1.4– within 1 business day “take down”, remove access to or, put the relevant content behind 195 or 196 short codes; or
- (b) for content that is Illegal Content, Prohibited Content or Banned Content (or potentially within any of these categories) according to this section 7– remove the content immediately.

VHA may also impose the relevant provisions set out in section 9 of this Handbook.

7.4.5 Where VHA determines content breaches VHA's content standards:

The Managed Partner must confirm with VHA as soon as the content has been taken down. Failure to comply within the time frames stipulated above will result in the disconnection of the relevant service and the imposition of breach fees.

7.4.6 Compliance with take-down requests:

The Managed Partner must confirm with VHA as soon as the content has been taken down. Failure to comply within the time frames stipulated above will result in the disconnection of the relevant service and the imposition of breach fees.

7.4.7 Repeat breaches of VHA's content standards:

A repeat breach or deliberate breach of the content standards in this section 7 will result in immediate disconnection of the relevant service and the imposition of breach fees (see section 9.1). VHA will not be liable for any consequences of a disconnection of the relevant service.



Complaint Handling

8. Complaint Handling

8.1 General obligations

Please refer to section 6 of the Mobile Premium Services Code.

In addition, VHA has the following provisions for clarity

Customer complaint resolution and Managed Partners' helpline operation are two areas that VHA regards as central to a good customer experience. The proliferation of Mobile Premium Services, the trend toward locating helpdesk services offshore and the use of IVRs has led to a high number of complaints not being responded to within appropriate timeframes. Accordingly, the following guidelines include provisions for the application of breach fees for failure to comply, in line with the costs to VHA of managing such complaints.

8.1.1 Excess complaints:

Where a Managed Partner receives an excessive number of complaints compared to its market share of MT traffic, VHA will impose the Breach Fee as per the table in section 9.1 to recoup the costs of managing these excess complaints.



8.1.2 Non Compliance Notifications (NCNs)

Non Compliance Notifications: These are issued when services are in breach of the Mobile Premium Services Code and this Handbook. Partners have 2 business days to respond otherwise a Non Compliance Fee will be issued.



8.2 Working with VHA Customer Care

8.2.1 VHA helpdesk:

In addition to the customer calling the Managed Partner's Helpline, VHA also promotes its own Customer Care helpdesk numbers: 1300 650 410 (Vodafone) and 1333 20 (3) as a point of contact on the customer's bill. VHA Customer Care will handle customer complaints relating to the products and services of Managed Partners in accordance with the following process:

(a) The customer calls Vodafone Customer Care on

1300 650410, 1555 from their Vodafone mobile or 3 Customer Care on 1333 20;

(b) VHA identifies the customer as having a Mobile Premium Service-related problem;

(c) VHA asks the customer for the relevant short code or VHA will look up the short code against the customer's call usage report;

(d) The short code is entered into VHA's online system which will present the following information:

- (i) the short code;
- (ii) the Managed Partner;
- (iii) the Content Provider (if appropriate);
- (iv) the price points of the MO and MT messages concerned;
- (v) a high level description of the service; and
- (vi) the Managed Partner's Helpline number;

(e) VHA's Customer Care agent will read out the description of the service and asks the customer if they recall requesting or subscribing to the service;

(f) Based upon the customer issue, a number of actions may be taken:

(i) The customer may remember requesting the service and be happy/unhappy;

(ii) VHA Customer Care will explain how to use the "STOP" command if the service is a subscription service;

(iii) If VHA's Customer Care is unable to resolve the issue, they will inform the customer that the call has been logged and give the customer the Helpline number listed by the Managed Partner for the short code. Vodafone Customer Care will also offer to cold call transfer to the relevant Managed Partner's Helpline;

(iv) The customer is informed that if the situation is not brought to a resolution within 2 business days, the customer should call back VHA's Customer Care;

(v) If the customer wants to be transferred, then Vodafone will then cold call transfer the customer to the Managed Partner's Helpline; (This does not apply to 3);

(vi) The Managed Partner must provide VHA with the most up-to-date Managed Partner Helpline contact numbers and immediately inform VHA within 24 hours if any contact numbers change by updating in MPAPS and Hermes.

8. Complaint Handling

(vii) If a complaint is not resolved by a Managed Partner in accordance with clause 8.1, VHA reserves the right to refund the customer directly an amount representing the relevant amounts relating to the Managed Partner’s service which is the subject of the customer’s complaint. VHA may withhold the corresponding refunded amount from the Managed Partner or deduct the amount of the refund from amounts payable to the Managed Partner (as applicable).

8.3 Working with the VHA TIO resolutions team

8.3.1 Escalated TIO complaints:

Any customer complaint escalated to the TIO and forwarded to a Managed Partner for action from VHA must be responded to within 2 business days of receipt of the TIO complaint by the Managed Partner. Responses must be provided directly to the VHA TIO Resolutions Team. Managed Partners must provide full logs and all necessary details as requested by VHA to address and investigate the complaint.

8.3.2 Failure to comply:

Failure to provide the requested information within 2 business days will result in the automatic imposition of a breach fee. See the table of breach fees in section 9.1.

8.3.3 TIO complaint resolution timeframes:

Complaints that are forwarded to Managed Partners by VHA’s TIO Resolutions Team must be resolved and reported back to the TIO Resolution Team as follows:

The fees will be adjusted from time to time as determined by the TIO.

TIO Level	Time to resolve/respond to a complaint	TIO charge per complaint (on-charged to the Managed Partner)
Level 1	2 working days to resolve	\$34.10
Level 2	21 days to respond to TIO	\$286.00
Level 3	28 days to respond to TIO	\$522.50
Level 4	3 months to respond to TIO	\$2,475.00

8.3.4 Clawbacks

Refunds issued to customers will be clawed back in their entirety from the Managed Partners monthly statement.



8.4 TIO Complaint Register

8.3.5 Complaint Register

Managed Partners are required to keep a record of all escalated complaints and VHA are able to request for this register from time-to-time. The following fields will be issued in a template form by VHA including: Partner, Date, MSISDN, TIO level, \$ amount, Shortcode provider, network, issue. TIO register must be made available upon VHA’s request within 24 hours.

8.5 Summary of complaint handling timeframes

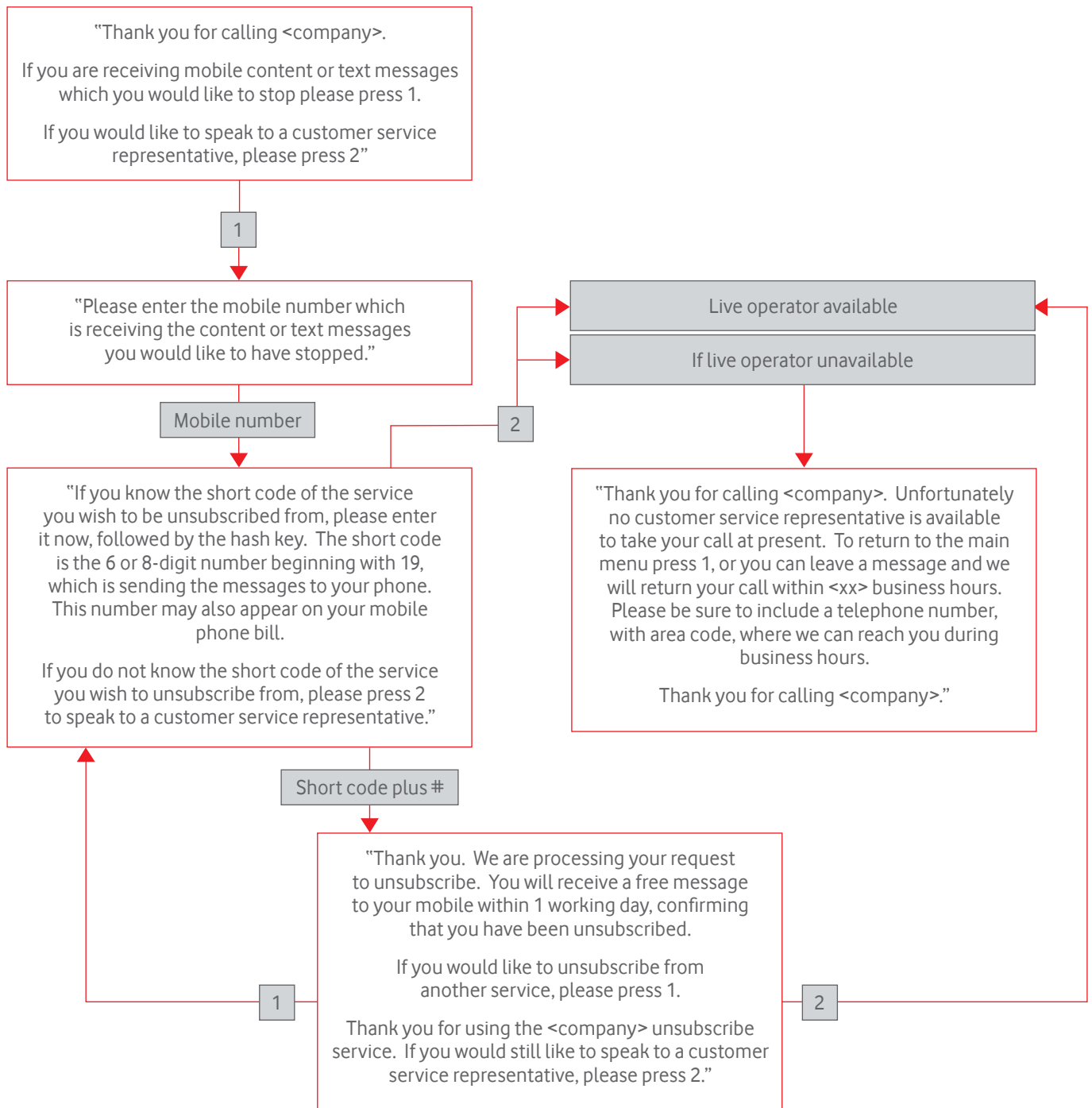
Obligation	Timeframe
Live agent helpdesk	9am – 5pm Mon-Fri, Australian EST
Calls answered by live agents	Reasonable timeframe
IVR service	24 hours a day, 7 days a week
IVR confirmation of unsubscribe	As soon as possible, and no later than within 1 business day
IVR message callback	1 business day
Acknowledgement of written complaints	2 business days
STOP request action	As soon as possible, and no later than within 1 business day
Resolution of direct customer complaints	2 business days
Resolution of escalated customer complaints, including TIO complaints	2 business days
Resolution of further escalated customer complaints sourcing from the relevant carriage service provider’s customer care	1 business day
Complaint record keeping	2 years

8.6 MVNOS

Section 8 is also applicable to MVNOS in its entirety.

8. Complaint Handling

Example of an appropriate IVR Helpline message flow:





Enforcement

9. Enforcement

9.1 Breach Fees

In order to discourage non-compliance with the MPS Code and this Handbook and to recoup any losses and costs incurred by VHA relating to non-compliance issues, Managed Partners will be required to pay an amount for non-compliance as outlined below (Breach Fee). VHA is not required to issue a warning to a Managed Partner before issuing a Breach Fee, and in most instances, the notification of the imposition of the Breach Fee will accompany the issue of a Non-Compliance Notification Fee. The relevant amount will be required at the discretion of VHA at the end of each month and will be offset against any payments from VHA due to the Managed Partner. In each case the Breach Fee is a genuine pre-estimate of VHA's losses and costs relating to the particular non-compliance, including administrative costs. In addition, VHA will also withhold any payments due in connection with the service until the issue(s) has been resolved:

Activity	Breach Fee
Spam (marketing messages) – imposition of a charge for investigating and potentially rectifying a spam complaint where the Managed Partner is found to have spammed a customer using wholesale SMS.	\$5,000 fee + \$50 per customer instance, capped at \$100K.
Spam (premium messages) – imposition of a charge for investigating and potentially rectifying a spam complaint where the Managed Partner is found to have spammed a customer using premium SMS.	\$10,000 fee + \$100 per customer instance, capped at \$300K + withholding of all revenue share related to the short code involved in the incident.
Regulatory fees – e.g. ACMA, TIO charges.	All charges incurred by VHA to investigate a complaint from a regulator or a complaints body and any subsequent fee imposed by that regulator or complaints body. An additional charge of up to \$3,000 per instance will also be applied at VHA's discretion for compensation for management of any resolution.
Customer refunds as a result of TIO finding against a Managed Partner and/or VHA.	Claw back of entire refund amount via withholding of revenue share.
Complaints – excessive number of complaints received when compared to the percentage of MT messages sent monthly for that Managed Partner. In this instance, "complaints" means either one or all of the following complaint categories: TIO complaints, escalated VHA complaints and non-compliance notices issued.	Where a Managed Partner's share of total complaints is greater than their share of total MT message traffic for that month, when both are expressed as a percentage of the total - \$2,000 per month

Activity	Breach Fee
Managed Partner's Helpline support non-compliance – failure to provide operational helpdesk support, failure to provide helpdesk contact numbers.	\$5,000 per day per service.
' STOP ' command not working or failure to unsubscribe within one business day upon the customer's or VHA's request (Note: failure to provide a functional unsubscribe facility may mean that any messages associated with the service constitute spam).	\$3,000 per day per service
Failure to meet requirements of Pre-Assessment certification from the Classification Board – Each Managed Partner must always employ/engage 2 personnel who are certified assessors.	\$1,000 if the Managed Partner is 1 person short of the required number of certified assessors and the Managed Partner will have 2 months to certify one additional employee. If situation is not rectified after 2 months existing 195 and 196 short code capabilities are terminated and connection of further new services will be suspended.
Managed Partner promoting, selling or providing Illegal Content , Prohibited Content or Banned Content.	\$10,000 per content item.
Managed Partner promoting, selling or providing Restricted Content outside of the Adult service (ie on short codes other than those in the 195 and 196 number ranges).	\$5,000 per content item.
Managed Partner's advertising , deemed to be misleading by VHA, is publicly shown to VHA's customers.	\$10,000 per advertisement.
NEW: \$30 spend notification reminder not sent	\$2,000 per customer instance
NEW: Provisioning Tools (MPAPS and/or Hermes) not updated within the timeframes specified.	\$2,000 per incident
NEW: Failure to comply with a Compliance Test Sharing Scheme request within specified timeframes.	\$2,000 per incident. Repeated non-compliance may result in suspension of services.
General non-compliance with any provision of this Handbook not specifically listed below.	\$2,000 per breach. A breach may be calculated on the basis of days of non-compliance or items of non-compliance at VHA's discretion depending on the nature of the breach.

9. Enforcement

9.2 Compliance Test Sharing Scheme



VHA has developed an initiative to discourage non compliance behaviour within the Aggregator and Content Provider community. The Compliance Test Sharing Scheme is an additional obligation on Aggregators and Content Providers to share with VHA the responsibility to monitor compliance, to encourage the proliferation of more transparent Premium SMS services, leading to a better customer experience.

9.2.1 Method of the Compliance Test Sharing Scheme:

- (a) On a monthly basis VHA will instruct each Managed Partner via a nominated email address to test 5 random shortcodes across the Vodafone and 3 networks.
- (b) All partners must use best endeavours to ensure that all shortcodes are compliant and must seek the Content Provider's assistance to bring the service into compliance as quickly as possible.
- (c) Partners must respond via the Monthly Compliance Testing Form (MCTF –within 2 business days).

9.2.2 Measures enforced with non compliance of the Compliance Test Sharing Scheme:

- (a) Immediate suspension may be imposed on non compliant services.
- (b) If 2 or more services are non compliant in 2 consecutive months a Non Compliance fee will be issued. The fee may vary depending on the severity and nature of the breach, this is outlined in section 9 of this Handbook.
- (c) In addition, once a fee is issued the number of shortcodes to be tested per month will increase from 5 to 8 per network.
- (d) Persistent non compliance will result in an 'account freeze' for the Aggregator to provision new services on behalf of the offending Content Provider. In extreme cases VHA may also impose a freeze on the Aggregator for all services.
- (e) Persistent non-compliant Content Providers will be denied provision of services on the VHA networks for a minimum of 6 months.
- (f) VHA will not be liable for any consequences of a disconnection of the relevant service.

9.3 Termination and other action

9.3.1 Actions against non-compliance:

VHA takes compliance with the requirements of this Handbook extremely seriously. Under VHA's relevant agreement with the Managed Partners and this Handbook, VHA reserves the right to take any of the following actions in the event of non-compliance:

- (a) Managed Partners will be provided with a Non-Compliance Notification from VHA. In the absence of an express period in the agreement or this Handbook, Managed Partners will be given a period of time determined by VHA as reasonable to bring into compliance any areas of non-compliance. Failure to achieve compliance by this specified time may attract immediate termination of the offending service.
- (b) In severe cases and at Vodafone's discretion, short codes may be immediately suspended until non-compliance is rectified. 3 will rely on the Managed Partner to suspend shortcode on their end within 24 hours of notifying them.
- (c) A short code may be terminated for gross breach or where a warning has already been provided and the relevant non-compliance remains unrectified.
- (d) Where the Managed Partner has received multiple Non-Compliance Notifications or warnings, and indicates (by its conduct or otherwise) disregard of the requirements of this Handbook, then VHA may terminate any or all contracts and all connections between VHA and the Managed Partner (whether related to the relevant services or breaches or not).
- (e) VHA will notify Managed Partners of any individuals or companies who consistently do not comply with this Handbook while they are Managed Partners. VHA may request Managed Partners not to connect services to companies associated with these individuals.
- (f) VHA will not be liable for any consequences of a disconnection of the relevant service.



10. VHA Managed Partners contacts

For any queries related to information contained within this Handbook, please contact:

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Definitions

11. Definitions

ACMA

The Australian Communications and Media Authority.

AMRA

Australian Music Retailers Association.

ARIA

Australian Recording Industry Association.

Charge Period

In the case of a subscription service charged on a fee per time period basis, that time period. In the case of a subscription service charged on a fee per message basis, the time between messages.

Classification Board

The Classification Board established by section 45 of the Classification (Publications, Films and Computer Games) Act 1995 (Cth).

Classification Board Guidelines

Classification Board (formerly Office of Film and Literature Classification) Guidelines for the Classification of Films and Computer Games.

Content Services Code

Internet Industry Code of Practice Content Services Code (2008)

DFR

Delivery Failure Reason.

Helpline

The customer support helpdesk number referred to in section 8.

Hermes

3 Mobile shortcode provisioning tool.

IVR

Interactive Voice Response.

Managed Partner

Has a contractual relationship with VHA under the Managed Partners Agreement as VHA's customer, in order to deliver mobile content/messages using the VHA networks.

Managed Partners Agreement

The contract between the Managed Partner and VHA (entitled VHA Managed Partners Agreement) which governs the provision of the services provided by the Managed Partner to VHA.

Managed Partners Portfolio

Managed Partner portfolio of products offered by VHA (see section 2).

Minor

A person below the age of 18.

Mobile Content Fees

Fees charged for the supply of a Mobile Premium Service, excluding any carriage fees.

Mobile Originated (MO) message

Where the premium is charged on the TXT being sent by the customer from their mobile to the Managed Partner.

Mobile Terminated (MT) message

Where the premium is reverse-charged by the Managed Partner to the recipient of the TXT.

MPAPS

Managed Partners' Auto-Provisioning System for Vodafone.

MPS Determination

Telecommunications Service Provider (Mobile Premium Services) Determination 2005 as amended, taking into account amendments up to Telecommunications Service Provider (Mobile Premium Services) Determination 2005 (No. 1) Amendment Determination 2007 (No. 1).

MPS Code

Mobile Premium Services Code.

MPSIS

Mobile Premium Services Industry Scheme.

MSISDN

Mobile Subscriber Integrated Services Digital Network number, which is the number which uniquely identifies a subscriber/customer on the mobile network (ie the telephone number linked to a SIM card).

11. Definitions

Privacy Act

Privacy Act 1988 (Cth)

Safety Measures Notice

The document by that name, published by ACMA, as existing from time to time, that sets out measures that a content service provider may adopt to minimise the potential for illegal contact between children and adults through the use of chat services.

Short code

Number between 6-8 digits to be provisioned across local mobile operators to enable the charging of premium rates.

SMPP

Short Message Peer to Peer Protocol specification. At the date of this version of this Handbook, VHA uses SMPP v3.4.

SMSC

Short Message Service Centre, used to store and forward text messages sent to or from customers.

Spam Act

Spam Act 2003 (Cth).

TIO

Telecommunications Industry Ombudsman.

TXT

Short Message Service (SMS).

WAP

Wireless Access Protocol is a specification for a set of communication protocols to standardise the way that wireless devices such as cellular telephones and radio receivers can be used for internet access, including email, the world wide web, newsgroups and instant messaging.

WAP push

A text with a link to a website in it. If a customer clicks on the link, they can access the website and will be charged for going onto a mobile internet site.

Attachment 1: VHA's Adult Erotic Matrix

Rating	Category	Style	Description	Male - Male	Comments
CS1.0	Glamour/Topless				
CS1.0		Lingerie	Single Model, no nudity must be wearing bra and panties/swimwear/ etc. No nipples, no nipple shadow, no nipple covers, no pubic hair or see-through underwear. Can include full rear view if wearing G-String/panties. No sexually suggestive touching or position		CS2.0 Nudity/Initial Sexual Contact
CS1.2		Glamour	Single Model, no nipples, no nipple shadow, no nipple covers, no pubic hair or see-through underwear. Can include full rear view if wearing G-String/panties or nudity if photographed from the side. Can include limited sexually suggestive touching or position	Penis must not appear erect underneath clothing	Sexually suggestive touching or position includes the handling, kissing, licking or sucking of phallic-like objects. Borderline images with hand positioned over genital area, if this implies masturbation the image will be uplifted to CS2.6
CS1.3		Medium Shot Female Nude - rear	Medium shot of single model, can include full rear view but not with legs up or apart. No pubic area/hair, outer lips and/or anus. No use of objects to imply sexual activity.	No Penis or genitalia visible	Glamour/Topless
CS1.4		Topless	Single Model, no genitalia, no pubic hair, can include full rear views in 1.3. No sexually suggestive touching or position. No use of objects to imply sexual activity.	Penis must not appear erect underneath clothing	1.4 allows for hand covering breast but excludes kissing/licking of breasts, or any hand contact with pubic area and genitalia.
CS1.5		Topless with sexual suggestion	As CS1.4 above, but in a limited sexually suggestive pose.	Penis must not appear erect underneath clothing	Borderline images with hand positioned over genital area, if this implies masturbation the image will be uplifted to CS2.6
CS1.7		Female Female Topless	More than one model, no genitalia, no pubic hair, can include full rear view. Limited sexually suggestive touching or position (See Comments). No use of objects to imply sexual activity.		Limited sexually suggestive touching excludes breast to breast contact.
CS2.0	Nudity/Initial Sexual Contact				
CS2.1		Female Female Topless Touching	More than one model, no genitalia, no pubic hair, can include full rear view. Can include kissing, sexually suggestive touching of themselves or each other (See Comments). No use of objects to imply sexual activity.	N/A	Does not allow for kissing/licking of breasts, or any hand/mouth contact with pubic area and genitalia.
CS2.2		Female Male Topless Touching	More than one model, no genitalia, no pubic hair, can include full rear view. Can include kissing and sexually suggestive touching of themselves or each other. No use of objects to imply sexual activity.	Applies to Male Male	Does not allow for kissing/licking of breasts, or any hand/mouth contact with pubic area and genitalia

Attachment 1: VHA's Adult Erotic Matrix

Rating	Category	Style	Description	Male - Male	Comments
CS2.3		Medium Shot Female Nude - Front	Medium shot of single model, can include full rear view or full frontal but not with legs up or apart. Pubic area/hair may be seen but no view of inner lips. No anus visible. No use of objects to imply sexual activity.	No Penis or genitalia visible	Sexually Suggestive contact is as above, however: This category is sensitive due to the physical variations that will occur between the models. This and the fact that in some images the model may be shaved, could uplift certain images to CS3.1
CS2.4		Female Female Nudity	Nudity as CS2.3 but with more than one model. Can include kissing/licking of breasts. No use of objects to imply sexual activity.	N/A	Does not allow any hand/mouth contact with pubic area and genitalia
CS2.5		Female Male Nudity	More than one model, no male genitalia or pubic hair, female nudity as CS2.3. Can include kissing/licking of breasts but excludes kissing/licking/touching of genitalia. No use of objects to imply sexual activity.	Applies to Male Male	When using video content, if soundtrack is used to imply that penetration is happening, the rating would be uplifted to CS10.1 (penetrative sex).
CS2.6		Non-Penetrative Female Masturbation	Medium shot of single model, can have legs up or apart but no detailed view of genitalia or pubic area, no penetration with fingers, no excretion. Hand must cover pubic area or be inside/outside of G String/panties. No use of objects to imply sexual activity.	N/A	Borderline in video when hand in underwear and ecstatic facial expression. If it implies penetration then the image would be uplifted to CS6.1
CS3.0	Genitalia				
CS3.1		Medium Shot Female Genitalia	Medium shot of naked model in which pubic area and genital detail may be seen and can include legs up or apart. Picture is not to be solely of pubic area. No excretion, no penetration, no pulling apart of lips. No anus visible. No use of objects to imply sexual activity.	N/A	
CS3.2		Medium Shot Male Genitalia	Medium shot of naked model in which pubic area and genital detail may be seen and can include legs up or apart. Picture is not to be solely of pubic area. Penis visible but not erect (45 degrees). No anus visible. No use of objects to imply sexual activity.	Applies to Male Male	Please Note: In some local markets male nudity may be considered more restrictive than some of the categories in CS4.0 and above.
CS4.0	Female Non-penetrative Sexual Contact				
CS4.1		Female Female	Medium shot of mutual masturbation or implied oral sex. No visible penetration with tongue, fingers etc. No tongue on genitalia. Normal sized and shaped phallic objects can be used in the shot, but the objects must not touch the genitalia.	N/A	
CS4.2		Female Male	Medium shot of male masturbating female or implied oral sex (cunnilingus). No visible penetration with tongue, fingers etc. No tongue on genitalia, if penis visible then must not be erect. Normal sized and shaped phallic objects can be used in the shot, but the objects must not touch the genitalia.	N/A	

Attachment 1: VHA's Adult Erotic Matrix

Rating	Category	Style	Description	Male - Male	Comments
CS5.0	Close Up Female Genitalia				
CS5.1		Natural/Opened	Close up of model where picture is mainly of pubic/genital area. If penis visible then must not be erect. Pose may allow inner and outer lips and genital detail including anus to be seen. No excretion. Normal sized and shaped phallic objects can be used.	N/A	Lips may be held apart.
CS6.0	Female Penetrative Masturbation				
CS6.1		Fingers/Objects	As CS5.1 but with penetration of vagina with finger or object.	N/A	Only phallic objects of normal size and shape can be used in the shot
CS7.0	Female Penetrative Foreplay and Cunnilingus				
CS7.1		Medium Shot Female Genitalia	Medium shot of naked model in which pubic area and genital detail may be seen and can include legs up or apart. Picture is not to be solely of pubic area. No excretion, no penetration, no pulling apart of lips. No anus visible. No use of objects to imply sexual activity.	N/A	
CS3.2		Fingers	Male or female finger touching or inserted into another female's vagina. If penis visible then must not be erect	N/A	
CS7.2		With Tongue/ Object	As CS7.1 but penetration with tongue or object	N/A	Only phallic objects of normal size and shape can be used in the shot
CS8.0	Erect Male Genitalia				
CS8.1		Medium shot Erect Penis	Medium shot of model from a distance with penis erect, picture not solely of erection. No touching, no penetration, no excretions or simulation of excretions.	Applies to Male Male	
CS8.2		Close Up	Close up of model where picture is solely of genital/pubic area. Anus may be shown. No touching, no penetration, no excretions or simulation of excretions.	Applies to Male Male	
CS8.3		Masturbation of Male by self or female	Medium or close up shot of model with penis erect. Penis may be touched/ rubbed by subject or woman. No ejaculation or simulated ejaculation.	Applies to Male Male	
CS8.4		Oral Sex - Fellatio	Medium or close up shot of female performing fellatio with man. No ejaculation or simulated ejaculation.	Applies to Male Male	Must not include any indication of force.

Attachment 1: VHA's Adult Erotic Matrix

Rating	Category	Style	Description	Male - Male	Comments
CS9.0	Penetrative Sex/ Ejaculation				
CS9.1.1		Penis/Vagina	Shot of vagina being penetrated by penis, can be close up. No ejaculation or sign of ejaculation.	N/A	
CS9.2		Ejaculation	Ejaculation on body, face, genitalia or anus.	Applies to Male Male	
CS9.3		Finger/Anus	Shot of anus being penetrated by finger, can be close up.	Applies to Male Male	
CS9.4		Penis, Tongue or Object/Anus	Shot of anus being penetrated by penis, can be close up. Anus can be seen being penetrated by other objects.	Applies to Male Male	Only phallic objects of normal size and shape can be used in the shot
CS9.5		Double	Simultaneous penetration of anus and vagina by penis, fingers and/or objects.		Only phallic objects of normal size and shape can be used in the shot
CS10.0	Other locally legal sexual activity not detailed above	Other locally legal sexual activity not detailed above			



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