

## 1. DEFINITIONS

For the purpose of these special terms and conditions (the "Special Terms and Conditions"), the capitalised terms are defined below, or, failing this, in the General Terms and Conditions:

**Dialler:** Software enabling to dial a phone number to establish a communication.

**General Terms and Conditions:** The current general terms and conditions of POST Telecom (for professional Customers).

**Information Provider:** A person or company, who/which makes information available to service providers with the aim of exploiting it via an information service.

**Notified Company:** any natural person or legal person which, following notification by the ILR, is authorised to provide electronic communications networks and services covered by the Law of 27 February 2011 on electronic communications networks and services.

**Shared-Revenue Numbers** (hereinafter "SRN"): Numbers used to connect to termination points, equipment or services connected to a public communications network, whether a mobile or fixed network, and irrespective of its geographical location to offer value-added services. Calls to these numbers may be invoiced to the caller at a higher rate than calls to geographical numbers.

**Shared-Revenue Services:** the system by which POST Telecom applies a tariff to the end user which varies from the national tariff.

**SRN Holder:** Any natural or legal person to which a notified company within the meaning of the Law of 27 February 2011 on electronic communications networks and services has provided an SRN. It consists of a service provider, an individual or a company who, on his own account or on behalf of a third party, offers information services and makes them available via the network of operator's network. In order to do this, he uses the necessary infrastructure and, in this context, enters into a contract with POST Telecom.

**Value-Added Service:** A service using the public telecommunications network allowing the caller to obtain information, send information, communicate with other users, make payments for products and/or services. A higher tariff than the normal tariff for local communication traffic must be paid for this service. Part of this tariff is paid by POST Telecom to the Holder of the SRN.

900, 901, 905, etc. (range of chosen prefix numbers): prefixes which identify the services such as, for example, "900 services", "901 services", "905 services".

## 2. SCOPE

- 2.1. These Special Terms and Conditions are binding for the SRN Holders who have entered into a contract with POST Telecom for the supply of Shared-Revenue Services and to obtain one or several numbers from a range of numbers attributed to POST Telecom. The SRN Holder undertakes to ensure that the same obligations are respected by third parties with whom it enters into contracts and shall be held liable for any abuse of the stipulations of these Special Terms and Conditions. The SRN Holders recognise and accept the current or future decisions of the ILR as regards Shared-Revenue Services, which can be consulted on the ILR website: [www.ilr.lu](http://www.ilr.lu).

## 3. REGULATIONS APPLYING TO ALL THE SHARED-REVENUE SERVICES

### 3.1. Minimum conditions:

The SRN Holder shall ensure that the provided Added-Value Services meet the following minimum conditions:

- The SRN format must be easily identifiable to the user as a Shared-Revenue Number. The service can be identified by the first three digits of the SRN which must be grouped together. Thus, any SRN communicated verbally, on printed material or electronically must respect the following format: 90x yy yyy (x = 0, 1 or 5). It is forbidden to communicate the numbers in any other way, such as 90 52 30 40 for example.
- The SRN Holder must make a verbal announcement during the first 30 seconds of each call 900 - 901 - 905 stating the cost (including any taxes) per minute or per call. In the event the call is invoiced per minute, this announcement shall not last no longer than 10 seconds.
- In any type of verbal, printed or electronic (such as SMS or e-mail) advertising for the SRN, the fixed tariffs (including VAT) per minute and/or per call must be stated in a clear, audible and unambiguous manner.
- It is forbidden to place callers intentionally on hold, and charge them, to generate traffic for a shared-revenue tariff.
- At the end of the communication, the call is terminated automatically by the IT system used by the SRN Holder.
- Minors, after confirming their age during the communication, must be denied access to adult services available on "905" numbers.
- SRN Holders must specifically comply with legislation related to the protection of personal data, consumer protection, e-commerce and the protection of minors.
- When the service is provided on a temporary basis (for example, a game), the end user must be informed by the SRN Holder or, when applicable, by the Information Provider, of the moment on which the temporary service ends. The Information Provider must ensure that access to SRN is only available during the period stated for the temporary service.

### 3.2. POST Telecom's obligations:

POST Telecom reserves the right to offer to the end user a service to block calls to 900-901-905 numbers.

POST Telecom must terminate any call to a 900-901-905 number after 30 minutes.

On the user's request, POST Telecom shall provide him with information concerning the identity of the SRN Holder. This consists notably of the name and address of the SRN Holder.

### 3.3. Slogans such as "free" or "no costs" or any other similar formula may not be used to offer, in combination with a Shared-Revenue Number, the sending or distribution of a product or a service.

### 3.4. Services and advertising regarding these services may not incite persons to commit acts which contravene international conventions to which the Grand Duchy of Luxembourg is a signatory as well as to laws and regulations in force, notably to:

- a. Misdlead persons by providing ambiguous, exaggerated or hidden information or by any other means;
- b. Favour or encourage any form of discrimination based on sex, race, colour, language, religion, political opinions and any other opinions, national or social origin, belonging to a national minority, wealth, birth or any other situation;
- c. Promote any practice or action of any sort which may affect a person's physical or mental integrity or personal security.
- d. Affect the repute of any person or of any group of persons.

### 3.5. The following are especially prohibited as part of the operation of Shared-Revenue Numbers 900 and 901:

The use of messages or announcements addressed to adults as well as:

- services which are by nature aimed at adults or make a direct or indirect reference to them,
- chat rooms or live conversation services, irrespective of the number of simultaneous callers where the main purpose is not to provide information but to prolong the duration of the conversation, this prohibition being also valid for other Shared-Revenue Services;
- dating services or services where the main purpose is to prepare and organise meetings between people, or make reference thereof and, in order to achieve this, make available recorded ads. Are also formally prohibited as part of the operation of Shared-Revenue Numbers: any communication system other than a two-way conversation, such as fax and Internet Diallers applications. Redirections to existing faxes and Internet Diallers applications must be closed.

### 3.6. Services without object are prohibited.

The information must comply with the corresponding advertisement and must be updated as often as announced or suggested by the advertisement.

In any event, the services must be terminated as soon as the content is no longer updated or is void.

### 3.7. When the SRN Holder organises games, competitions or contests via a Value-Added Service, it must comply with the relevant legal and regulatory provisions.

The games, competitions and contests rules must be made available to the participant in the service, on his request, without him having to listen to them in full each time he calls.

The participant is informed of this option. In any case, the duration of this message shall not exceed 7 minutes.

Announcements and advertisements in relation to the games, competitions and contests must clearly state the conditions of participation.

Furthermore, organisers of games, competitions and contests must indicate to participants where they can access the information related to the conditions of participation, scoring system, lots, the distribution of prizes and other information which may be useful to explain the functioning of the game.

### 3.8. Services which require the caller to disclose his identity (surname, address or telephone number) must ensure that this information remains confidential at all times and that it will only be used in the context of the concerned service.

No other information regarding the caller may be requested by the SRN Holder, even with the caller's approval.

### 3.9. An information service available via Shared-Revenue Numbers and promoting another type of service accessible via another type of telephone numbers, the said service, if it was a Shared-Revenue Service would be considered as an infringement of these Specific Terms and Conditions, is considered as an infringement to thereof.

### 3.10. The content of the services aimed at minors must be adapted to their age and respect their rights and interests.

The services aimed at minors and the promotion of these services may not contain information which may harm them or exploit their credulity, their lack of experience or judgement.

The services aimed at minors must be limited by the SRN Holder to a maximum duration of 10 minutes, unless applicable legal or regulatory exception. They may not incite minors to contact Shared-Revenue Services.

The maximum price invoiced per minute or for each call must be expressly stated in the advertisement

- or during the promotion of these services. This statement must be clearly legible and audible. Minors are warned that they must request their parents' approval before using these services.
- 3.11. The following provisions apply to the "900 services", "901 services" and "905 services" numbers:
- a. the following services can only be offered under the "900 services" range:
    - Information such as:
      - Helpdesk,
      - Stock market information,
      - Legal information,
      - Weather forecasts, etc.
  - b. The following services can only be offered under the "901 services" range:
    - Entertainment such as:
      - Games,
      - Contests,
      - Horoscopes,
      - Clairvoyance, etc.
  - c. The following services can only be offered under the "905 services" range:
    - Adult content, etc.

Reminder: the communication or publication of services which are exclusively reserved for adults are prohibited in the '900' and '901' ranges.
4. PROCEDURE AND SANCTIONS
- 4.1. Any violation of these Specific Terms and Conditions by the SRN Holder will result, by way of a penalty clause, in the payment of an indemnity of up to one thousand five hundred (1,500) euros per recorded violation. Irrespective of the imposed sanctions, the sanctioned SRN Holder must pay administrative fees and all other associated costs related to the processing of the file. Furthermore, the SRN Holder undertakes to release and hold harmless POST Telecom of any sentence he may be subject to, in any form whatsoever, resulting from the violation of the legal and regulatory provisions by the SRN Holder for the marketing of an Added-Value Service.
  - 4.2. POST Telecom reserves the right to make complaints to the ILR for any violation of the regulatory provisions with respect to Shared-Revenue Numbers. The ILR shall adjudicate on complaints after review of the file and may impose sanctions in accordance with the applicable legislation.
  - 4.3. The SRN Holder is bound by his signature, or by the signature of his authorised representative, in its role of Information Provider, to ensure, under his sole responsibility, the compliance of the content of the information and services which he offers in the context of Shared-Revenue Services with all applicable legal, regulatory and administrative provisions. He expressly declares not to use the Contract(s) entered into with POST Telecom to distribute messages which may harm the integrity or reputation of POST Telecom.