

bics



Code of conduct

Communications Services

## 1. Scope

This Code of conduct sets out the rights and obligations of the Parties in relation with the sending, receiving and content of communications between the Parties, whatever the nature of said communications (voice, SMS P2P, SMS A2P, data, ...) (hereafter referred to as the "Services" or related "Traffic") under one or several agreements executed by the Parties.

By subscribing to the Services, COMPANY acknowledges having received and agreed upon the present Code of conduct.

The sender of the Traffic shall be herein referred to as the "Sending Party".

Should the Sending Party fail to comply with or deviate from the provisions of this Code of conduct, the Parties shall collaborate in the best timeframe to remedy the deviation or non-compliance, including by taking suspension measures.

The present Code of conduct may from time to time be amended by BICS. COMPANY shall be informed of the amendments made and agrees that the latest version communicated and accessible via MyBICS or any other BICS application shall be the one applicable.

## 2. Parties' obligations

2.1. The Sending Party shall, and shall ensure that its own customers and eventually the originator of the Traffic shall only send Traffic which:

- complies with the relevant applicable telecommunication or electronic communication acts, data protection laws and any other applicable legislation, law or regulation generally;
- complies with the general conditions of authorisation pursuant to which a Party operates;
- complies with any regulatory guideline or decision;
- complies with any applicable code of practice, including those related to adult content;
- complies with consumer protection legislation;
- does not lead to any privacy abuse;
- is not likely to bring the other Party or its customers into disrepute;
- contains nothing which is likely in the light of generally prevailing standards of decency and propriety to cause offence and are not defamatory;
- is not related to or the result of any fraudulent activity;
- will not infringe any third party intellectual property rights; and
- will not alter any settings on the mobile telecommunications device of any mobile subscriber.

The Sending Party shall ensure that it, and its customers, complies with the above in accordance with the generally accepted standards in any given territory to which Traffic is being sent.

2.2. The Sending Party shall promptly cease to send, at the other Party's request, any Traffic which the other Party considers may have been sent in breach of clause 2.1.

- 2.3. The Sending Party shall prohibit its customers to use the Parties' networks for the sending of unsolicited advertising or spamming (dumping of unsolicited and/or anonymous messages for commercial or other purposes...).
- 2.4. Save as otherwise expressly agreed, neither Party may allow its customers to provide any premium rate services by making use of the Parties' networks.
- 2.5. Parties shall make their best endeavours to prevent abuse with computer-originated messages or any other fraud related to or facilitated through the other Party's services and infrastructure. In case a Party would be informed of any such fraud or abuse, that Party shall immediately take the necessary steps in order to stop such fraud or abuse.
- 2.6. Each Party shall, upon request from the other Party or from any (mobile) subscriber, whether the other Party's end user or not, perform a 'non-disturb' instruction whereby such mobile subscriber will no longer receive any kind of Traffic through COMPANY, BICS or the destination network.
- 2.7. Each Party shall provide to the other such assistance and/or information as it may from time to time reasonably require in order to comply with any and all requirements and conditions at any time and from time to time imposed on it or on its customers by law, by any statutory or regulatory provision or authorisation, or by any codes of practice which are or may be applicable to or affect any Service and/or related Traffic.
- 2.8. Each Party undertakes to comply, or have its own customers comply, with any instruction related to the allowed use of the Service or Traffic that a Party, or its customers, is being imposed by any destination network. This includes, but is not limited to, any instruction related to number portability, use of the service for direct marketing purposes, ....
- 2.9. Each Party undertakes to inform its own customers and, as the case may be, the issuers of the Traffic of the obligations and requirements from this Code of conduct and the right of suspension of the Service in case of non-compliance.
- 2.10. Each Party shall impose upon its customers to comply with any applicable rule related to information obligations to the (mobile) subscribers and to the conditions for the receipt of Traffic and will make sure the (mobile) subscribers may at any time de-activate the receipt of said Traffic or may contact a Party's customer for further assistance. COMPANY acknowledges that BICS shall in no instance have direct contacts with (mobile) subscribers.

### **3. Dealing with (mobile) subscribers**

- 3.1. The Sending Party shall impose upon its customers the responsibility for obtaining the (mobile) subscribers' consent to receive Traffic prior to the attempted transmission of such Traffic to such (mobile) subscribers. The Sending Party shall also impose upon its customers the obligation to provide (mobile) subscribers with obvious, clear and efficient means to opt-out from receiving the Traffic.
- 3.2. The Sending Party shall make sure that its customers from which the Traffic originates shall be solely responsible to (mobile) subscribers for all Services offered to (mobile) subscribers and any obligations and liability arising under any contract with the (mobile) subscribers.

3.3. The Sending Party shall do its best efforts to include the same or at least as protective provisions as the ones contained herein in any contract that it may have with its customers, (mobile) subscribers or any third party. In case it appears that said provisions are not included and complaints are raised by (mobile) subscribers, a Party shall be entitled to immediately suspend the related Services without the other Party being entitled to any damage.

#### 4. Parties' rights

4.1. Without prejudice to either Party's other rights under the agreements they entered into, each Party shall have the right at any time to:

- require the immediate suspension of provision of any Traffic, premium rate service or other matter which it may reasonably determine to have been or to be in breach of this Code of conduct, the agreements they entered into and/or any applicable code of practice;
- immediately suspend the Traffic or Service and/or cease to convey some or all Traffic and/or provision of some or all Services in the following circumstances:
  - any licence, permission or authorisation necessary for the provision of the concerned Service by the other Party is revoked;
  - anything contemplated hereunder is alleged or determined to be in contravention of any licences, permissions or authorisations or of any relevant legislation or regulation or of the rights of any third party;
  - any fraudulent activity;
  - a Party receives complaints regarding the Sending Party, which, acting reasonably, it considers to be:
    - excessive in number;
    - indicative of the Sending Party or its customers providing a poor quality of service to mobile subscribers; or
    - of such seriousness as to be materially prejudicial to that Party' reputation;
  - in order to comply with an order, notice or direction of any regulatory body or governmental authority; or
  - if at any time the volume of Traffic delivered to that Party's facility is such that they cause congestion in that Party's network or disrupt other services or which are, in the opinion of that Party having regard to the relevant forecast sheet, if any, excessive.

4.2. The Sending Party, if not at the origin of the Traffic, shall make sure towards its own customers that it cannot be held liable for the content of information that is transferred or stored by either of the Parties and that transit through the Parties' networks. It is Receiving Party's responsibility to implement appropriate monitoring and blocking measures to stop the transmission of any unauthorised, unsolicited, illicit or illegal messages.

4.3. In case of Traffic spam issue, each Party will be entitled to transfer information regarding the unsolicited Traffic to other mobile operators, relevant public authorities and regulation bodies.

## 5. Liability

The Sending Party agrees to defend, indemnify, and hold harmless the other and its respective directors, officers, employees, representatives, and agents from and against any and all claims, actions, demands, legal proceedings, liabilities, damages, losses, judgements, authorised settlements, costs or expenses, including (without limitation) reasonable legal fees arising out of or in connection with its use of the Services and its sending of Traffic therethrough, including in respect of amounts of fines or penalties that are imposed on the other Party due to Sending Party's failure to comply with this Code of conduct.

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