

**General Terms and Conditions for provision
of paid information services
drawn up by the NVI Trade Association for Paid Content**

AV CZ/84

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These NVI Trade Association for Paid Content General Terms and Conditions have been drawn up in consultation with the Dutch Consumer Association, within the context of the Social and Economic Council's Self-regulation Coordination Group (CZ) and enter effect from 1 July 2009.

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Article 1 - Definitions

The following definitions apply in these terms and conditions:

<i>Information Service:</i>	A paid service operated by a Provider, including any waiting time, implemented solely through one or more techniques for remote communication and provided during the period of this communication.
<i>Agreement:</i>	any Agreement between the Provider and a Consumer, relating to the provision of an Information Service.
<i>Provider:</i>	the party that provides the content for the remote Information Service and is signed up to the Disputes Committee.
<i>Consumer:</i>	The purchaser of an Information Service and a natural person, not acting on behalf of a business or company.
<i>Offer:</i>	any offer of an Information Service, made by the Provider to the Consumer through their public promotions.
<i>Price:</i>	the total Price of the Information Service offered, including all additional costs or, if this is not possible, the tariff per Information Service or per unit (e.g. unit of time)
<i>Disputes Committee:</i>	the Information Service Providers Disputes Committee, attached to the Disputes Committee foundation in The Hague.
<i>Introductory text:</i>	a free Introductory Text, preceding the Information Service to be provided via an 090x number.
<i>090x Information Service:</i>	the Information Service provided through telephone communication using a number from the number plan sequence established by OPTA.

ARTICLE 2 - Applicability

1. These General Terms and Conditions shall be applicable to any Offer resulting in an Agreement and to the Agreement itself.
2. The Consumer shall have access to the General Terms and Conditions online at any time, with the option of saving these to their own storage device.
3. The General Terms and Conditions and the method by which these can be obtained shall be referenced preferably before and during the Introductory Text mentioned in Article 4 but at least immediately after the Agreement is entered.

ARTICLE 3 - The Offer

The Offer shall include at least the following information:

- a. A clear and truthful description of the Information Service, which is as complete as reasonably possible and which states unambiguously that there are costs associated with use of the Information Service, with the Consumer being informed clearly of their rights and obligations.
- b. The Price and, if applicable, the nature of the additional costs.
- c. The payment method if other than through the phone bill.

- d. In the case of an 090x Information Service: description of the number starting with 090x, so that it can be recognised as a paid Information Service, in accordance with the rules governing this recognisability.
- e. Registration of the Provider with the Dispute Committee.

ARTICLE 4 - Introductory Text

In the case of an Information Service provided through an 0900 number¹, the Introductory Text shall state:

- a. the tariff per minute with a maximum tariff per call, or
- b. the fixed tariff for the conversation, noting each time that the tariff listed excludes mobile phone costs, if necessary.

ARTICLE 5 - The Agreement

1. The Agreement for purchase and delivery of the Information Service enters effect as soon as the Offer is accepted.
2. In the case of an 090x Information Service, the Consumer accepts the Offer if he or she does not disconnect the call after listening to the Introductory Text.
3. Following acceptance of the Agreement, the Provider may not change the Price of the Information Service.
4. Provision of paid Information Services may only take place at the express request of the Consumer. No payment shall be due for any unsolicited service provided to the Consumer.

ARTICLE 6 - Privacy

The Provider shall take appropriate technical and organisational measures to ensure the security of the electronic transfer of personal information, in particular payments, and shall also observe legal regulations in terms of protection of personal data.

ARTICLE 7 - Quality and conformity

1. The Provider shall be obliged to take all reasonable measures to ensure that the Information Service is of an appropriate technical quality.
2. The Provider shall take all reasonable measures to provide transparency in terms of waiting times and to reduce these waiting times. Transparency includes providing all information the Consumer requires in order to purchase the Information Service.
3. The Provider shall ensure that the Information Service it offers meets the specification indicated in the Offer and provides the characteristics the Consumer can reasonably expect. The Provider is also responsible for ensuring that the Information Service it offers does not conflict with existing laws, regulations and generally accepted codes of conduct.
4. The Provider shall observe the number plan established by OPTA. This means that 0900 numbers shall not be used for Information Services of an erotic nature or amusing character and that 0909 numbers shall not be used for Information Services of an erotic nature.

¹ The restriction to 0900 numbers relates to the fact that the RUDE regulation is currently based solely on 0900 numbers. Pending the outcome of the parliamentary debate, this may change to include 090x Information Services.

ARTICLE 8 - Complaints procedure

1. Complaints relating to implementation of the Agreement must be submitted to the Provider promptly after the Consumer has experienced shortcomings. These shall be described clearly and completely.
2. Complaints submitted to the Provider shall be processed within a period of 10 working days from the date of receipt. If a complaint is expected to require a longer processing time, the Provider shall respond immediately with a confirmation of receipt and an indication of when a more detailed response can be expected.
3. If the complaint cannot be resolved through mutual agreement, this shall result in a dispute, subject to the disputes procedure.

ARTICLE 9 - Right to suspension

1. If a Consumer has submitted a complaint to the Provider of an Information Service through an 090x number in accordance with Article 8, the Consumer shall be entitled to withhold payment of the disputed element of the phone bill until a decision has been reached on the complaint. If a Consumer has referred a dispute to the Disputes Committee in accordance with Article 10, the suspension may continue until the Disputes Committee has reached a binding decision.
2. If a consumer has a payable claim under the Agreement for provision of a paid Information Service not through an 090x number, the Consumer shall be entitled to withhold payment of the disputed element of the bill until the shortcoming is resolved or the Disputes Committee reaches a binding decision.

ARTICLE 10 - Applicable laws and disputes regulation

1. The Agreement shall be subject to Dutch law, unless mandatory law prescribes the law of another country.
2. Disputes between the Consumer and Provider in relation to the entering into or implementation of the Agreement, can be referred in writing or electronically by either the Consumer or the Provider to the Information Service Providers Disputes Committee, Bordewijklaan 46, 2509 LP Den Haag (www.degeschillencommissie.nl).
3. A dispute shall only be handled by the Disputes Committee if the Consumer has first submitted their complaint to the Provider, described fully and in writing, in accordance with Article 8, unless this was not reasonably possible.
4. Once the complaint has been submitted to the Provider, it must be presented to the Disputes Committee within three months after it first arose.
5. If the Consumer refers a dispute to the Disputes Committee, the Provider shall be bound by this choice. If the Provider wishes to refer a dispute to the Disputes Committee, it must ask the Consumer to provide notification of whether or not he or she agrees to this within five weeks. The Provider shall also state that, at the end of the indicated period, it considers itself free to bring the dispute before the court.

6. The Disputes Committee shall rule in accordance with the provisions of the regulations to which it is subject. The decisions of the Disputes Committee made in accordance with these regulations shall constitute binding advice. The Disputes Committee regulations shall be provided if requested. Handling of a dispute shall be subject to a fee.

ARTICLE 11 - Changes to the Terms and Conditions

1. The NVI Trade Association for Paid Content shall only make changes to these Terms and Conditions in consultation with the Dutch Consumer Association.
2. Changes to these Terms and Conditions shall only enter into effect once published in an appropriate manner.