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ANNEX 2

TO THE SERVICE PROVIDER ACCESS AGREEMENT

POLICIES

CONCERNING CONTENT AND SERVICES



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1 INTRODUCTION

This Annex 2 forms an integral part of the Service Provider Access Agreement.

The purpose of this document is to give to the Service Provider the Orange guidelines to supply Content and Services to the Users.

To ensure that Content accessed on a mobile device does not inadvertently offend Users and does not violate any relevant laws, Orange exercises its judgment in the best interests of all its Users by allowing, segregating, or rejecting certain Content and/or Services.

The Service Provider must at all times comply with applicable laws and regulations, in particular the Swiss Penal Code, the Data Protection Act, the Law on Unfair Competition, the Ordinance on Telecommunications Services and the Ordinance on the Indication of Prices, concerning all subject matters contained in the present Annex.

Furthermore, the Service Provider must comply with the valid version of the Code of Conduct mobile premium services, which forms an integral part of this Annex 2 and of the Service Provider Access Agreement. The Code of Conduct mobile premium services is attached to this Annex 2 as Exhibit A.

2 GENERAL CONTENT AND SERVICES RULES

Orange prohibits Content and Services that are illegal in any jurisdiction. Therefore, Content and Services must:

- not be defamatory to any person, business or undertaking,
- not be discriminatory to any person or group of persons,
- not bring any person, product, business or undertaking into disrepute and not be unfair, misleading, libellous or obscene,
- not show, product, import, store, disseminate, offer, make available, etc. material or performance containing or showing sexual actions with children or animals, human excrements or violence, according to article 197 paragraph 3 of Swiss Penal Code.

Furthermore, Orange is expected to follow all applicable laws, regulations and ordinances relating to obscene and indecent content and communications. In particular, obscenity and child pornography are prohibited on Orange platforms as they violate laws. While obscenity is not always easy to define, Orange specifically prohibits any listings that contain Content related to bestiality, rape, and sex with graphic violence or degradation, and any other Content, which may be judged as obscene. With respect to child pornography, Orange will remove any listings containing or referring to child pornography, or referring to nude photographs of children.



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3 EROTIC OR PORNOGRAPHIC CONTENT

3.1 Nature and description of erotic or pornographic Content

The Service Provider may not offer pornography in the sense of article 197 paragraph 3 (so called "hard pornography") of the Swiss Penal Code (Code pénal/Strafgesetzbuch). For soft pornography, the Service Provider is responsible that article 197 paragraphs 1 and 2 of the Swiss Penal Code are not violated. In particular, the Service Provider may not provide Services with erotic or pornographic Content to Users under 18 years of age. The Service Provider has to ensure that access control that satisfies the law is in place, especially that an age check is conducted before Content and Services are provided (including prior to so-called "previews" already containing soft pornography). Only if the age check proves that the User is older than 18 years of age, the erotic or pornographic Services can be offered or the preview with soft pornography can be made available.

The Service Provider must ensure that Services with erotic or pornographic Content are clearly indicated as such for the User according to article 36 paragraph 5 OST (Ordinance on Telecommunications Services). In the case premium Services are offered via WAP or Web, those Services with erotic or pornographic Content must likewise be assigned to a separate category that is clearly recognizable as such by the User. Category designations such as "pink pages" do not meet this requirement.

Material that Orange, in its sole discretion, considers to be erotic or pornographic includes, but is not limited to, the following Content:

- descriptive sexual language,
- any reference in a listing to any form of sexual intercourse or behaviour,
- any Content and Services whose purpose is to sexually arouse a User,
- any Content and Services which are intended to let Users know that the Service Provider has listings that appear in the "erotic or pornographic" section,
- any Content and Services which, because of the nature or because of the description in the listing, appears to be designed solely to solicit sexual/adult talk, such as "I'll talk about anything", "Tell me your wildest dreams," etc.,
- any Content and Services whose feedback consistently indicates that the advisor is engaging in erotic or pornographic conversations.

Some Content may have sexual content but is not considered as erotic or pornographic, such as content with cultural or scientific value, according to article 197 paragraph 5 of the Swiss Penal Code.

The following table describes different levels of erotic or pornographic Content. The Content supplied by the Service Provider has to be limited to levels 1 and 2 as detailed hereafter.

Orange must approve the Content of level 3 in written form prior to its implementation by the Service Provider.

Description	Level 1	Level 2	Level 3	Level 4
Sex and nudity	Sexy behaviour Topless	Naked images Provocative nudity Single sex only	Explicit nudity Sexual acts	Obscenity Illegal content
	Kissing Passionate kissing Sexy poses	Sexual touching No penetration or stimulation	Explicit sexual activities Group sexual acts Penetration	Depravity Bestiality
	Non-sexual activity Single sex shots info	Single sex Explicit sexual activity	Group/dual explicit activities	Child pornography
	Material that could be found in mainstream magazines	Material that is accessible over the counter	18 plus/ adult only material XXX Pay-per view	Illegal content
Language	Slang and mild expletives	Expletives, sexual anatomical references	Vulgar language, obscene gestures, explicit sexual reference	Illegal content
Violence	Harmless conflict	Creatures injured, killed objects, humans injured or with small amount of blood, blood and gore	Fights	Gratuitous violence Torture Rapes
Gambling	Non profit only	Non profit only	Non profit only	Not applicable

3.2 Short code for erotic or pornographic Content

Erotic or pornographic Content and Services shall only be offered under 6xxxx short codes.

6xxxx short codes shall only be used for erotic and pornographic Content and Services.

3.3 Youth protection

The Service Provider shall ensure that all Services do not offer content forbidden by the youth protection provisions in force to children and teenagers.

The Service Provider offering erotic or pornographic Content (soft pornography) commits that the access may be allowed to the Users only after age verification in respect of the youth protection provisions. The access control shall precede the Service offer.

The Service Provider shall inform the Users that they are accessing erotic or pornographic Content, which is forbidden to any person under 18 years old. Furthermore, the Users have to attest that they fulfill the conditions to access erotic or pornographic Content.

On its side, Orange will block access to all Content and Services offered under the short codes 6xxxx (erotic or pornographic Content) for its Users registered with an age under 18 years (according to article 41 OST).

4 ADVERTISING OR MARKETING CONTENT AND SERVICES

4.1 Definitions

Spamming

- Spamming is understood as the transmission of SMS/MMS messages with advertising or marketing content over a mobile telephone network to a User, for which there is no valid "Opt-In" in the sense of the below definition and of article 3 lit. o of the Law on Unfair Competition.

Opt-In

- An explicit Opt-In exists if the User requests advertising or marketing Content on a specific Service, either by SMS/MMS, e-mail or in writing (such as at a publicity event).
- An implicit Opt-In is assumed if the User has made use of a SMS/MMS Service from a specific short code as far as the advertising or marketing Content concerns analogous Services. In particular, erotic or pornographic related advertising or marketing Content may only be sent to Users who have ordered a SMS/MMS Service of this kind at least once.
- From the moment an Opt-Out is present, all explicit or implicit Opt-Ins lose their validity.

Opt-Out

- An Opt-Out represents a decision by the User to stop receiving marketing Content, free of charge, at any time and with immediate effect.

4.2 General rules

- Spamming is forbidden.
- Advertising or marketing Content may only be sent to the Users for whom a valid Opt-In is present.
- Advertising or marketing Content must be free of charge for the Users.
- No more than two SMS (or MMS) messages with advertising or marketing Content may be sent to one User's mobile number per week.
- If requested, the Service Provider is required at all times to present the proof of the Opt-In to Orange within two(2) working days from the receipt of the request.
- The User must have the opportunity at any time to stop advertising or marketing messages from being sent by calling the hotline of the Service Provider or by sending a toll-free SMS. This must then occur with immediate effect.
- The Service Provider who sends messages with advertising or marketing Content to the User has to clearly indicate the possibility to Opt-Out. All advertising and marketing communications must contain the text "STOP advertisement", the name of the Service Provider and a Swiss hotline number (which must not cost more than the normal national rate).

5 COMPLAINTS FROM USERS

The Service Provider commits itself to avoid to offer valueless Content and Services that a User can consider as abusive or excessive, in particular Content and Services generating a large number of SMS/MMS in a short period of time. In case of suspicion of abuse, Orange reserves the right to start a



specific investigation in collaboration with the Service Provider, which shall provide Orange with all requested information within two(2) working days from the receipt of the request. During the investigation period, Orange may suspend the concerned Service in order to prevent any damage. Furthermore, Orange reserves the right to charge all investigation costs to the Service Provider. Orange will previously inform the Service Provider of the measures that it intends to take.

6 GENERAL STATEMENT

Orange reserves the right to either suspend the Service or terminate the Agreement with the Service Provider with immediate effect without any obligation or contractual liability if the rules contained in the present document are not followed. The Service will be immediately reactivated as soon as the rules are followed.

In case of termination of the Agreement, Orange shall have the right to charge the Service Provider a penalty of CHF 20'000. -- if the Service Provider refused to adhere to the policies stipulated in this document after a written warning was delivered. Additional charges incurred through all kind of damages out of the cases named remain even in the case Orange asked for a penalty.

Orange reserves the right to update the present document, including the Exhibit A, on an ongoing basis to comply with the latest developments in these matters and will inform the Service Provider four(4) weeks before a new version enters into force.

Printed and signed in two (2) copies

ORANGE COMMUNICATIONS SA

COMPANY NAME

Thomas Gahlinger
Name

Name

Business Solution Marketing Manager
Title

Title

Date

Date

Signature

Signature

Stéphane Kramer / Philippe Elekes
Name

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Business Partner Account Manager
Title

Title

Date

Date

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Signature