



Schweizerischer Verband der Telekommunikation
Association Suisse des Télécommunications
Swiss Telecommunications Association

Branch Agreement for Telecommunications Value Added Services

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Table of Contents

- 1. Legal basis3
- 2. Abbreviations and Definitions.....4
 - 2.1. Abbreviations4
 - 2.2. Definitions5
- 3. Introduction.....8
- 4. Scope of this Branch Agreement.....8
- 5. Code of practice8
 - 5.1. General code of practice8
 - 5.2. Protection of minors9
 - 5.3. Entry in directories and publication of a correspondence address.....9
 - 5.4. Tariff Announcements and Tariff Limitation rules.....10
 - 5.4.1. Tariff Announcements10
 - 5.4.2. Tariff Limits10
 - 5.5. Special Rules for 'Non-industry Standard Tariffs' and 'Offline Tariffs'10
- 6. Customer complaints and enquiries10
 - 6.1. Basic Principles.....10
 - 6.2. Information Process and the duty to disclose information.....11
 - 6.3. Customer complaint handling.....11
 - 6.3.1. Complaint to CDP-TSP.....11
 - 6.3.2. Complaint to and handling by INA-TSP12
 - 6.3.3. Complaint to and handling by CP12
 - 6.4. Justified customer complaints12
 - 6.5. Unjustified customer complaints13
- 7. Abuse and Fraud.....13
 - 7.1. Abuse 13
 - 7.2. Fraud 14
- 8. Behaviour in the case of Abuse and Fraud14
 - 8.1. Measures in the case of Abuse.....14
 - 8.2. Measures in the case of Fraud.....15
- 9. Charging recommendations15
 - 9.1. General15
 - 9.2. Charging between TSPs15
 - 9.3. Non refundable amounts in the case of abuse.....16
 - 9.4. Collection limits for goods ordered over PRS16
- 10. CDP-TSP and INA-TSP Contact Points17
- 11. Amendments and Termination17
- 12. Final Provisions and Validity17

1. Legal basis

- [1] Official Collection of Swiss Federal Laws, AS
- [2] Systematic Collection of Swiss Laws, SR
- [3] Telecommunications Law (FMG), 784.10
- [4] Decree on Telecommunication Services (FDV), SR 784.101.1
- [5] Technical and Administrative Regulations relating to the allocation of E.164 numbers, SR 784.101.113 / 2.8
- [6] Technical and Administrative Regulations relating to the allocation of individual numbers, SR 784.101.113 / 2.10
- [7] Decree on Addressing Resources in the Telecommunications Sector (AEFV), SR 784.104
- [8] Decree on the Publication of Prices (PBV), SR 942.211
- [9] Swiss Federal Law of 19 December 1986 against Unfair Competition (UWG), SR 241
- [10] Swiss Penal Code of 21 December 1937, SR 311.0
- [11] Decree of the Federal Department of Justice and Police of 20 December 2001 concerning Surveillance Systems and Gambling (Gambling Decree, GSV), SR 935.521.21
- [12] Federal Law of 19 June 1992 concerning Data Protection (DSG), SR 235.1
- [13] Technical and Administrative Regulations relating to short telephone numbers for directory enquiry services
- [14] Technical and Administrative Regulations relating to directories of public telephone subscribers, SR 784.101.113 / 1.1
- [15] OFCOM - Order concerning the allocation of E.164 numbers 09xx

2. Abbreviations and Definitions

2.1. Abbreviations

| | |
|----------|---|
| A-number | Calling party or caller number |
| AS | Official collection of Swiss Federal Laws |
| B-number | Called number of subscriber or service |
| B2B | Business to Business |
| B2C | Business to Consumer |
| CDP | Charging Determination Point |
| CDP-TSP | The TSP charging a subscriber or a foreign TSP charging for calls to an INA number |
| CDR | Call Data Record |
| ComCom | Swiss Federal Communications Commission |
| CP | Content Provider (the supplier of Value Added Services or products, contractual partner of the INA-TSP) |
| Days | Calendar days |
| FDV | Decree on Telecommunication Services |
| IC | Interconnection |
| INA | Individual Number Allocation |
| INA TSP | The TSP which implements an INA number in the network on behalf of a Content Provider |
| ISP | Internet Service Provider |
| IVR | Interactive Voice Response |
| NH | Number Holder (usually the same as the Content Provider) |
| OCB | Outgoing Call Barring |
| OFCOM | Swiss Federal Office of Communications |
| ONP | Operator Number Portability |
| PBV | Decree on Publication of Prices |
| PRS | Premium Rate Service (0900, 0901 and 0906 services) |
| SLA | Service Level Agreement |
| SR | Systematic Collection of Swiss Laws |
| SRS | Shared Rate Services (084x) |
| TSP | Telecommunications Service Provider |
| VAS | Value Added Service |
| XDR | File for rated CDRs (for the transfer of rated CDRs from the INA-TSP to the CDP TSP) |

2.2. Definitions

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|--------------------------------|--|
| Abuse: | <p>Abuse is a breach or violation of a legal rule or agreement.</p> <p>A detailed definition of the term “Abuse” can be found in Chapter 7.1.</p> |
| Bad Payer: | <p>Any customer who has not paid his/her bill within 60 days after the expiry of the period allowed for payment within the framework of the CDP-TSP specific collection process.</p> |
| Billing Share: | <p>The Billing Share is the portion of the customer bill amount which the CDP-TSP retains to cover its collection service.</p> |
| Directory Services: | <p>18xy Short Numbers may be used solely for the provision of enquiry information services concerning public telephone service subscriber directories and closely related services (SR784.101.113/2.12).</p> <p>In respect of this Branch Agreement, in the case of abuse the same procedure will apply as for VAS numbers.</p> |
| Event: | <p>An “event” is considered to be a specific incident which occurs during the call resulting in a tariff change:</p> <ul style="list-style-type: none">• A Set-up Fee e.g. for goods which are ordered.• A Charge per Minute e.g. that alters due to a service request made during the call. |
| Fraud: | <p>When VAS numbers or Short Numbers for Directory Services, generating heavy traffic, are set up with the intent of making a profit from the CP without payment by the caller, this is considered as fraud.</p> <p>Taking advantage of product errors or loopholes with the aim of enrichment at the expense of a third party is also interpreted as fraud.</p> |
| Goods: | <p>Goods are considered to be any commodity (products or downloads), which are ordered by telephone from a CP through a 090x number.</p> <p>The CP (or the supplier acting on its behalf) delivers the ordered goods to the subscriber. The CDP-TSP charges for the goods according to the tariff defined by the CP.</p> |
| Industry Standard Tariffs: | <p>Industry Standard Tariffs are On-line Tariffs which are collectively determined in the TSP-Head Group and subsequently published in the Swisscom Price Manual. Each CDP-TSP must reproduce the Industry Standard Tariffs (Set-up and Minutes) in its charging system. It is compulsory to provide access to VAS having Industry Standard tariffs from public telephone calling points (“Publifon”) or from prepaid mobile telephones.</p> |
| Non-industry Standard Tariffs: | <p>Non-industry Standard Tariffs are the remaining On-line (which have not been approved by the TSP-Head Group), Off-line Type-A or Off-line Type-B Tariffs. It is not compulsory to provide access to VAS having Non-industry Standard tariffs from public telephone calling points (“Publifon”) or from prepaid mobile telephones.</p> |

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| Off-line Type-A Tariffs: | <p>An Off-line Type-A Tariff is a tariff model which makes possible the charging of tariffs that are not dependent on an activity of the calling party and which accrue during the call duration (set-up charge and minutes). The price is dependent on the duration of the call. There is no obligation for a CDP-TSP to implement these tariffs in its billing system. The charging data, as is usual in most cases, can also be requested from the INA-TSP.</p> <p>An INA-TSP which offers Off-line Type-A Tariffs must ensure that charging data can be provided in order that the CDP-TSP can bill its end customer.</p> <p><i>Example Call Queuing: The first minute is free of charge for the caller. If the caller does not hang-up after one minute a charge (pre-advised by a tariff announcement) will apply e.g. CHF2.50 per minute.</i></p> <p><i>Example Ticket Purchase: The calling party will be charged for a ticket by means of the connection fee. A further call is required for each additional ticket.</i></p> |
| Off-line Type-B Tariffs = Event-based Charging: | <p>An Off-line Type-B Tariff is a tariff model which makes possible the charging of tariffs through an event(s) e.g. a specific activity by the calling party. The CDP-TSP has no possibility to calculate the charge based on the call duration. This means that the CDP-TSP is always dependent on the INA-TSP's charging data. Due to the tariff assessment being dependent on a specific activity (activities), one refers to "Event-based Charging".</p> <p><i>Example Call Queuing: The call is free of charge until the call is accepted (answered) by the CP and thereby charging activated.</i></p> <p><i>Example Ticket Purchase: The calling party can order two tickets at the same time by pushing the "2" button. The appropriate charge will be activated by this activity.</i></p> |
| On-line Tariff: | <p>An On-line Tariff is a tariff model which makes the charging of tariffs during the call possible. The price is dependent on the duration of the call.</p> |
| Premium Rate Services: | <p>See Value Added Services.</p> |
| Retail Share: | <p>The Retail Share is the portion of the customer bill amount which the CDP-TSP remits to the INA-TSP.</p> |
| Services: | <p>All services which are charged by means of 090x and 18xy tariff models (Industry Standard Tariffs, On-line, Off-line Type-A and Off-line Type-B Tariffs).</p> |

TSP-Head Group: The TSP Head Group is an informal community of interests made up of TSPs, OFCOM and other involved federal agencies which handle questions and projects of general interest to the telecommunications branch. Amongst other things, the TSP Head Group addresses telecommunication VAS and the related technical specifications.

Value Added Services: In respect of this document, VAS are solely Premium Rate Services ("Telekiosk"). These numbers are allocated by OFCOM. Use is foreseen as follows:

0900: Business and Marketing
0901: Entertainment, Games and Responses
0906: Adult entertainment.

In addition to voice, data and fax communications, VAS also offer the possibility to acquire goods or services and as a result higher fees for the purchase of goods or services, according the tariff announcement, are levied.

All fees will be charged by means of the telephone bill in accordance with the CP's defined tariff, whereby the amounts paid between the TSPs and supplier of the goods or services will be itemized according to their share of the fee. Details will be arranged in special agreements (Interconnection Contract or similar).

Goods or services that are offered through geographical numbers are not considered as VAS within the scope of this Agreement.

3. Introduction

The signatories of this Branch Agreement set themselves the objective of establishing rules of practice for the Swiss Value Added Services market and monitoring compliance with these rules as far as possible.

This document is based on existing legislation and will be adjusted regularly to reflect any legislative changes. Any further industry agreements should contribute to eliminate abuse in the area of telecommunications VAS and Directory Services and thereby serve to protect the customer, and also defend the interests of the CDP-TSP, the INA-TSP and the CP in the Swiss market for VAS and Directory Services. The mutually agreed procedures should improve the handling of customer complaints and additionally minimise the collection risk between the TSPs.

The principles and recommendations laid down in this Branch Agreement are based on the economic freedom of the market participants and the personal responsibility of the user. They should not and cannot justify any third party liability and in consequence do not constitute any stand-alone causes of legal liability.

4. Scope of this Branch Agreement

This Branch Agreement applies to Value Added Services (090x numbers) and Directory Services (18xy Short Numbers) irrespective of whether they relate to speech, data or fax services.

The present Branch Agreement defines the minimum requirements for agreements between or with Swiss TSPs and for service contracts between Swiss INA-TSPs and any CP. The signatories of this Branch Agreement undertake to abide by the principles of this Branch Agreement in their contracts (IC-Contracts or other agreements).

With their signature, the signatories undertake to comply with the procedures and processes included herein.

5. Code of practice

5.1. General code of practice

The INA TSP signatories undertake to inform the CP with whom they have a contractual relationship in respect of VAS or Directory Services of the specific regulations in public law and of the legal framework relating to telecommunications VAS or Directory Services, and to bind them contractually to the present code of practice. Specifically, this should prevent the availability, enablement and provision of unlawful offers, services, products, news, dialogues and communications.

All content irrespective of whether offered by the parties in question or over the implemented services of third parties must comply with legal requirements. This applies particularly to PRS applications in the following areas:

- Competitions, games of chance, lotteries or draws
- Credit and leasing business of any kind
- Employment services
- Estate agents
- Advertising and sale of drugs and narcotics
- Legal advice
- Erotica / adult entertainment

The CP shall ensure:

- The special services and offers shown in the non-exhaustive list of examples above comply with the requirements of Swiss Federal and Cantonal Law.
- Advertising may not be arranged to mislead the service user in respect of the content or the cost of the offers. In particular, information services may not be advertised in such a way as to give an impression which is inconsistent with the content of the service.
- All written and verbal notifications must state the VAS number prefix (currently 0900, 0901, and 0906) in a clearly legible respectively intelligible and unambiguous manner, clearly separated from the rest of the service number.

The advertising of VAS and Directory Services must comply with the requirements of the OFCOM Allocation Order and the PBV.

5.2. Protection of minors

The INA-TSP and NH must specifically point out to the CP that, fulfilling their legal responsibility, the content of any VAS which they operate themselves or which they have implemented on behalf of a third party deemed unsuitable by the applicable legislation for the protection of minors may not be offered to children or minors or supplied for their use.

The INA TSP shall ensure contractually that the CPs respectively NHs fulfil these obligations.

CPs respectively NHs offering services such as erotic live chat, interactive erotic phone lines or other interactive erotic entertainment via electronic media, undertake that users will only be able to use their services after having given appropriate proof of age that satisfies the requirements for the protection of minors. This access control must precede the delivery of the service or take place at the start of the service. If the CDP-TSP is aware that a user is under 16, it will block access to such services for this user pursuant to Article 41 of the Decree on Telecommunication Services (FDV).

The same obligation to control access exists in the case of all other VAS which might corrupt the morals of children and young people or damage their well-being. This is the sole responsibility of the CP respectively NH.

5.3. Entry in directories and publication of a correspondence address

In addition to the number holder's address published by OFCOM on the Internet, the INA-TSP must maintain a record of the full name and address (for companies, the name of a contact person including a telephone number in Switzerland (no PRS numbers) and either a fax number or an Email address) for those CPs respectively NHs with whom they have a contractual relationship for the provision of VAS. The address may be the same as the address of the NH (see OFCOM link: <http://www.e-ofcom.ch/liste>) or another address.

The INA-TSP must retain the CP's contact data and make this available to the CDP-TSP upon request. See also the obligations contained in Chapter 6.2.

The bill must provide the end user with a clear indication of how the latter can find out the identity and address of the supplier of value-added services (number holder), by giving the link to BAKOM (<https://www.e-ofcom.ch/liste>).

When providers of 090x and 18xy services wish to publish the numbers in a public directory, they must be accompanied by the price in effect at the time of going to press.

5.4. Tariff Announcements and Tariff Limitation rules

5.4.1. Tariff Announcements

In order to provide users of services having enhanced tariffs with increased transparency as to the prevailing ongoing charges which will arise, the INA-TSPs together with their CP undertake to comply with the following rules in addition to the applicable PBV regulations:

- Tariff announcements must be clearly enunciated.
- A tariff announcement must be made before any change to a higher tariff during a call. The duration of this announcement may not exceed 20 seconds (including at least 5 seconds between the end of the announcement and the start of charging at the higher tariff). A fee may be charged for the duration of the tariff change announcement but at a rate not exceeding the tariff used prior to the tariff change.
- The CP respectively NH or INA-TSP can make the tariff announcement, dependent on the agreement.

5.4.2. Tariff Limits

In so far as is legally permissible, in principle free competition should prevail within the tariff area. In order to protect customers and minimise the risk of abuse, the INA-TSPs and their CPs bind themselves to the following maximum charges:

- **Maximum charge for PRS and 18xy numbers** in compliance with the terms of the prevailing PBV:

- Charge per minute CHF 10.00
- Charge per call CHF 400.00 ¹⁾
- Basic or fixed charges CHF 100.00

¹⁾ The charge per call is the sum of the set-up fee, all drop charges and the charges applicable to the duration of the call.

- Time limit for one call: maximum 90 minutes

The connection will be automatically released by the CP or INA-TSP when the maximum charge per call or the maximum call duration is reached.

- **Maximum charge for call queuing:**

In principle call queuing should be avoided or should preferably be free of charge. Should however a charge be made during the call queuing, the customer must be informed in advance and free of charge of the tariff applied whilst waiting in the queue.

The INA-TSP is free to negotiate more restrictive regulations with their CP.

5.5. Special Rules for 'Non-industry Standard Tariffs'

An INA-TSP wishing to apply offline tariffs must conclude an INA SLA (Service Level Agreement) and an INA Billing Agreement or other equivalent agreements with each CDP-TSP.

In contracts INA-TSPs must inform their CPs that non-industry standard tariffs for mobile prepaid cards and public telephones may not always be achieved.

6. Customer complaints and enquiries

6.1. Basic Principles

Under normal circumstances customers will directly contact that TSP (CDP-TSP) which issued the telephone bill containing the call charges. Direct contact with the CP can however not be ruled out.

To ensure a standard process, CDP-TSPs and INA-TSPs must set up a contact point (see Chapter 10) to handle communications between TSPs. An up-to-date list will be published in the SICTA-Extranet.

To ensure the correct handling of customer complaints in connection with VAS and Directory Services, customers can be required to submit a statement of the facts in writing. A standard complaints form can be provided for this purpose.

The CDP-TSP assumes no liability and offers no guarantee, particularly in respect of incorrect, faulty or non-delivered goods or services.

6.2. Information Process and the duty to disclose information

The law (FDV) grants the customer the right to detailed information about the amount of his/her telephone bill. The customer's request must be made to the CP by telephone (Swiss telephone number, maximum national tariff, not a further 090x number). At the customer's request the CP will also provide the details of the services supplied from all service categories in writing (hard copy or electronically). The CP must handle and complete customer enquiries promptly. The CP must provide the customer with the information within three working days.

The INA-TSP binds the CP contractually to the duty of disclosure as an essential precondition to the provision of VAS. The INA-TSP also contractually ensures with the CP that a delivery note with name, address and telephone number (maximum national tariff, not a further 090x number) accompanies the purchased goods or the CP's Email address in the case of downloads is an essential requirement.

As the address of the NH on the OFCOM Internet pages often does not reflect the actual service provider (CP)¹, the INA-TSP must provide the CDP-TSP upon request the name, address and telephone number of the CP, according to the requirements in Chapter 5.3, within **two working days**. The request will be made through the CDP-TSP by Email over the contact points as defined in Chapter 10. The CDP-TSP will forward this information to the customer in order that he/she can make direct contact with the CP. Alternately the INA-TSP may provide the CDP-TSP or the customer with an electronic enquiry service.

6.3. Customer complaint handling

6.3.1. Complaint to CDP-TSP

The CDP-TSP takes note of the complaint. It registers the circumstances and compares the customer's statement with the stored information (connection took place, charging correct, etc.) and endeavours to sort out the complaint.

When the complaint is not in respect of a billing error for which the CDP-TSP is responsible, the customer can be asked to direct his complaint to the NH at the address published on the OFCOM home page. Additionally the CDP-TSP contact point e.g. call centre, Customer Care; will either inform the customer of the OFCOM Internet address (<https://www.e-ofcom.ch>) in order that he/she can find the NH's address or will itself look up the address in the Internet and inform the customer accordingly. The CDP-TSP can also open the process defined in Chapter 6.2, should the NH's address on the OFCOM Internet pages be inadequate.

If the CP does not rectify the complaint to the customer's satisfaction, he/she will normally come back to the CDP-TSP. To this end the customer should submit the complaint in writing (letter or standard complaints form) to the CDP-TSP, if need be with a copy of the complaint which was already sent to the CP.

¹ It is for example possible that several service providers (CP) operate under the same number of an NH with different time spans. In such cases it is the responsibility of the INA-TSP to specify the service provider responsible.

The CDP-TSP can acknowledge receipt of the customer's complaint immediately. The necessary information for further investigations must be sent to the INA-TSP within **five working days**:

- B-number
- A-number
- Date, time and duration of the connection
- Billed amount (if already known)
- Nature of the complaint
- Result of the CDP-TSP's enquiries
- Evidence (if available).

The CDP-TSP is entitled to the result of the investigations within **five working days** from the receipt of the complaint by the INA-TSP.

The customer will be informed by the CDP-TSP about the results/measures relating to his/her complaint immediately after the receipt of the INA-TSP's response.

6.3.2. Complaint to and handling by INA-TSP

If a customer complains directly to the INA-TSP and the INA-TSP is unable to settle the matter internally, the customer will normally be referred to the CDP-TSP. Alternatively the INA-TSP may provide the customer with the CP's contact details or forward the complaint to the CP.

The INA-TSP will only accept a written complaint from the CDP-TSP, normally in accordance with Appendix A (Standard Complaints Form). The INA-TSP confirms receipt of the complaint to the CDP-TSP immediately. The INA-TSP will check the complaint in respect of its effects on its service offer and forwards the customer complaint to the CP with the following information:

- B-number
- A-number without the last four digits
- Date, time and duration of the connection
- Nature of the complaint
- Result of the CDP-TSP's enquiries
- Result of the INA-TSP's enquiries
- Evidence (if available).

The INA-TSP is responsible for clarifying the complaint with the CP within **five working days** from the receipt of the complaint by the INA-TSP.

The INA-TSP will inform the CDP-TSP about the results of its enquiries and possible measures to be taken or already taken immediately but at the latest **within five working days** from the receipt of the complaint.

6.3.3. Complaint to and handling by CP

If a customer complains directly to the CP and the CP is unable to settle the matter internally, the customer will be referred to the CDP-TSP. If the complaint refers to goods, the CP is always responsible to sort out the matter direct with the customer.

If the CP receives a customer complaint from the INA-TSP, the CP investigates the circumstances and responds to the INA-TSP within **three working days**.

If the CP waives payment wholly or in part, the CP must inform the INA-TSP accordingly. The INA-TSP will forward this information to the CDP-TSP.

6.4. Justified customer complaints

Customer complaints have to be made within the period allowed for payment according to the CDP-TSP's terms and conditions of business.

A customer complaint is justified when:

- After its investigations the CP establishes that the goods or services were incorrect, faulty or not delivered. As a consequence the CP waives payment wholly or in part.

or

- The suspicion of abuse according to the criteria shown in Chapter 7.1 is born out.

In such cases the CDP-TSP will waive the amount (or a portion of the said amount) to which the customer has objected. If the amount to be waived has already been paid by the customer, the CDP-TSP may provide a voucher for a deduction from the next bill instead of making a refund.

If the CDP-TSP has already forwarded the Retail Share of the waived amount to the INA-TSP, the CDP-TSP will open the procedure detailed in Chapter 9.2.

6.5. Unjustified customer complaints

If the customer's complaint is unjustified because:

- The customer's complaint was not made within the period allowed for payment according to the CDP-TSP's terms and conditions of business,

and / or

- If the claim was made within the deadline, but justification satisfying the conditions of section 6.4 is not given, the CDP-TSP will continue its efforts to collect the sum due. Customers may not be disconnected on the grounds of non-payment of the contested value-added services part of the bill, although they may be barred from accessing the value-added services 090x or 0906x.

If the customer is not in agreement with this decision, he/she should be informed that he/she may take legal action and that this should normally be against the CP.

Exception: In the case of collection limits for orders for goods see Chapter 9.4.

7. Abuse and Fraud

7.1. Abuse

When a VAS or Directory Service number is provided with the intent to mislead the caller solely to make a profit without an adequate service in return, this is defined as abuse. Abuse will always be assumed when an authority indicates or notifies e.g. through the revocation of a number according to the OFCOM revocation procedure, the improper use of an INA number.

Abuse can be assumed in the case of an accumulation of independent customer complaints (more than the CDP-TSP's established threshold level, but at least 10 audited cases with the same circumstances within 30 days) about the same B-number or about the same CP with different B-numbers but the same circumstances (the type of complaint must correspond to one of the indications of abuse listed below).

Irrespective of the established threshold level, abuse will be assumed when unequivocal evidence can be provided.

Indications

The following circumstances (non-exhaustive list) are indications of abuse:

- VAS numbers with high tariffs which can easily be confused with other frequently used VAS numbers (business behaviour which aims at profiting from the dialling error of the customer).
- Invitations through unsolicited SMS, Fax, Emails or other means of communication to call back a VAS number or another number which, during the call, refers to an 090x number.
- Unsolicited calls or short calls through an IVR-system in order that, without the customer's intent, calls back are connected to an 090x number or to a geographical number which refers to an 090x number.
- Invalid NH address on the OFCOM website.
- No response from the INA-TSP to an enquiry from the CDP-TSP within **five working days**.
- Calls to VAS numbers are extended or delayed immediately prior to or immediately after the service delivery.
- Callers who cannot be handled immediately are placed in a queue or encouraged to remain connected although the higher tariff for the service is already being charged. In such a case the calling party was not immediately informed about the tariff situation.
- Offers without a service respectively without an available product or the performed service or goods are in extreme disproportion to the billed tariff. The CP must ensure that there is no charge when it cannot provide the promised service respectively the advertised product(s) or service(s) are not available.
- Other offences against the telecommunications, civil, penal or unfair competition laws in connection with VAS.

7.2. Fraud

Indications of Fraud (non-exhaustive list):

- Rapidly increasing volume of traffic from the same A-number or group of A-numbers to the same VAS number(s).
- Uninterrupted or continuous calls from the same A-number to the same VAS numbers.
- Parallel calls at the same time from the same A-number to the same VAS numbers.
- Repeated manifold calls at short intervals from the same A-number to the same VAS numbers.
- Major increase in the accrued fees of an offer number in comparison to the preceding month without prior notification to the INA-TSP
- Close relationship between the service user and the CP respectively its management.

8. Behaviour in the case of Abuse and Fraud

8.1. Measures in the case of Abuse

If the CDP-TSP detects abuse, the CDP-TSP must inform the INA-TSP of each case with a copy to OFCOM. The INA-TSP will orientate the CDP-TSP about the measures it has initiated normally within **one working day** but within **three working days** at the latest. In every case the exchange of information should take place at the escalation interface level.

In the case of suspicion of abuse or unlawful practices, a CDP-TSP may ask the INA-TSP to conduct an internal investigation.

If, within the context of the internal investigation, abuse or unlawful practices are confirmed or OFCOM opens a revocation procedure based on abuse or fraud, one or more of the following measures is foreseen:

- Upon the request of the INA-TSP, temporary disconnection of the service concerned by the CP
- Temporary barring of the service number(s) concerned by the INA-TSP
- Temporary suspension of payments by the CDP-TSP to the INA-TSP
- Temporary suspension of payments by the INA-TSP to the CP
- Barring of the service number(s) concerned and termination of the contract without notice or indemnification by the INA-TSP
- Barring by the CDP-TSP according to Article 24h, Paragraph 1 AEFV [7]. The special requirements of this Article must be complied with.

In case the

- Suspicion of unlawful practice(s) is not confirmed, or
 - OFCOM ceases the revocation procedure based on suspicion of abuse or fraud without further consequences, or
 - Civil or penal proceedings in favour of the CP are legally concluded,
- the CDP-TSP respectively the INA-TSP will pay out the withheld portion.

However should an abuse during a certain period have taken place, the withheld portion for this period must not be paid out to the INA-TSP respectively CP.

In the case that OFCOM revokes a VAS number due to abuse, the CDP-TSP can immediately discontinue the retail billing and collections for this number.

8.2. Measures in the case of Fraud

To effectively combat fraud it is important that CDP-TSP and INA-TSP quickly communicate with each other direct.

If the CDP-TSP detects fraud, the CDP-TSP must orientate the INA-TSP as quickly as possible of its findings and at the latest within **two working days**. The CDP must additionally provide the INA-TSP with details of the fraud case within a further **five working days**.

In the case of fraud, the INA-TSP must bar the number(s) involved within **one working day**, prevent further payments to the CP and inform the CDP-TSP.

In certain cases (according Article 24h Paragraph1 AEFV, [7]) access to the PRS or directory number may be barred by the CDP-TSP itself. The special requirements of this Article must be complied with.

9. Charging recommendations

9.1. General

In order to reduce the collection risk and ensure fair treatment of the caller, rules for the payment and retention of billed amounts are given below.

These charging rules should not serve to provide callers who unjustifiably do not pay their bill with free access to VAS.

In addition the agreed Charge Back Process according to the Interconnection Agreement applies to Bad Payers.

9.2. Charging between TSPs

The CDP-TSP can suspend payments to the INA-TSP in the case of abuse or fraud. In the case of payments which have already been made, the CDP-TSP may request the repayment of the entire Retail Share that was waived to the customer due to the abuse or which could not be collected due to the fraud. This repayment may be offset against the CDP-TSP's next payments to the INA-TSP.

In the case of unlawful offers, the CDP-TSP may bill respectively offset an administrative fee of CHF200 for each A-number for repayments in each Wholesale Billing Period. The administrative fee may not exceed CHF10,000 for each B-number.

Within sixty days of detecting the abuse or fraud, the CDP-TSP should claim the amounts from the INA-TSP. The statement must contain:

- The B-number
- In the case of abuse: all calling A-numbers (without the last four digits), which have received or will receive a corresponding refund (stating the date, time and billed amount(s)).
- In the case of abuse: administrative fees.
- In the case of fraud: all involved A-numbers with call details (date, time and amount(s)) and evidence of the fraud case.

The INA-TSP should claim these amounts from the CP.

9.3. Non refundable amounts in the case of abuse

After the expiry of a 12 month time limit from the suspension of payments to the INA-TSP, amounts which cannot be refunded to the end customer shall be paid to the CP respectively to the INA-TSP, less the administrative fee referred to in Chapter 9.2, provided that no further proceedings in this legal case are pending before a judicial authority.

9.4. Collection limits for goods ordered over PRS

To avoid that the CDP-TSP must proceed with the collection in the cases in which complaints are made about delivered or non-delivered goods, the following process can be used by the CDP-TSP to limit its responsibility for collection.

The collection limit rules in respect of the above are:

- The customer must make any complaint about the billed amount for the goods within a period of **ten days** following the expiry of the period allowed for payment according to the CDP-TSP's general terms and conditions of business.
- The CDP-TSP defines a minimum value of at least CHF20 for the complained amount, from which the collection limit will be applied. The existing collection process applies unchanged below this amount. The accumulation of similar cases is handled in Chapter 7.1.
- When the outstanding payment of the bill is clearly due to a complaint about the delivered or non-delivered goods, subject to the customer's agreement and the customer's provision of his/her address to the CP, the CDP-TSP may, at the latest **thirty days** after the payment date of the bill, cease its efforts to collect the amount for the goods. The CP takes responsibility for the further complaint handling. This requires:
 - The CDP-TSP must inform the customer about the cessation of the collection within **three working days**.
 - In case the CDP TSP waives the customer the request for payment of the relevant amount, the CDP-TSP may suspend the payment to the INA-TSP or, if payment has already been made, request a full refund of the Retail Share for the relevant amount, which has been waived to the customer. This reclaim may be offset against the CDP-TSP's next payments to the INA-TSP.
 - Within **three working days** the CDP-TSP sends the INA-TSP the information shown in Chapter 6.3.1, with the difference however that the complete A-number and the customer's address are included. In addition the CDP-TSP must also confirm to the INA-TSP that it will cease its efforts to collect payment from the customer and will take no further steps against the customer in respect of the complained amount.
 - The INA-TSP must promptly inform the CDP-TSP of the receipt of the complaint. The INA-TSP releases the CDP-TSP from the relevant demand within **three working days**. The INA-TSP checks the complaint in respect of its implications on its service offer and forwards the customer complaint, together with the information specified in Chapter 6.3.2 with the exception that the complete A-number and the customer's address must be included, to the CP.

- Further handling of the customer complaint takes place exclusively between the customer and the CP involved, if necessary by taking civil proceedings.
- A possibly outstanding billed amount for call costs can be deducted from the collection limit process. The request for customer payment through the CDP-TSP according to the contractual agreement may be made for this amount. Incidentally the rules shown in Chapter 9.1, 9.2 and 9.3 also apply for this purpose.

10. CDP-TSP and INA-TSP Contact Points

In order to simplify communication between CDP-TSP and INA-TSP, the signing parties will prepare and maintain a directory (INA – Distribution List) with two levels e.g. Customer Care, Escalation Level. The directory will contain at least:

- Identification of the organisational unit(s)
- Telephone number(s)
- Fax number(s)
- Email address for the first level, under internal forwarding to the responsible department; other Email addresses for the escalation level
- Individuals (if need be), particularly at the escalation level.

Relevant findings as well as measures taken or to be taken should be exchanged over these Contact Points. The initiating office is also responsible for the closure message of a case.

The INA-TSPs and CDP-TSPs must continually keep the Contact Point information up-to-date and keep asut informed about possible changes without delay.

asut will publish the directory of signatories in the asut-Extranet.

11. Amendments and Termination

If at least two of the signatory (TSPs, CPs) or asut request an amendment to the Branch Agreement, all signatories shall be called to a joint meeting. The invitation must be issued at least 10 working days in advance, stating the proposed amendment. A decision about the amendment can also be made by correspondence if none of the signatories insists on a joint meeting.

Amendments are approved by a two-thirds majority of the signatories voting in favour. In any case, the amended Branch Agreement does not automatically apply to the signatories. It must be confirmed by being signed again, and it enters into force for the signatory from the date of signature.

If a previous signatory declines to sign the amended agreement, this signatory continues to be bound by the previous version of the Branch Agreement.

Each signatory may terminate the agreement on 30 June or 31 December of each year by written notice, observing a three-month period of notice. The letter of termination is to be sent to asut and all signatories.

12. Final Provisions and Validity

The signatory CDP-TSPs, INA-TSPs and CPs undertake to apply the terms of the present Branch Agreement from the date of signature.

In case of differing interpretations, the German version of the agreement shall prevail.