

"GOF guidelines for SMS/MMS/LBS services"

Update 1/2008

Update 1/2008 modifies information on subscription services (double opt-in procedure) under point B.2.4 and B. 3.2.

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A DEFINITIONS AND SCOPE

A.1. Introduction

The Operators have drawn the attention of the Service Providers to the fact that SMS, MMS and LBS services represent a new and fast expanding market. The present "GOF Guidelines for SMS/MMS/LBS services" does not in any way constitute any commitment or recognition on the part of Operators that any SMS and MMS Premium or Bulk service or Location Based Service of Service Providers, present or future, does respect the applicable legal or regulatory framework.

A.2. Definitions

Alert Service

Service activated by the End User. The End User orders a service characterised by an informative content, which is most of the time delivered unpredictably by the Service Provider. An Alert Service is provided by SMS or MMS-MT (bulk or premium).

End User

Any mobile customer of an Operator.

GOF

The GSM Operator's Forum provides the Belgian GSM Operators a framework to discuss - non commercial- issues related to the growth and deployment of mobile telecom services in Belgium.

LBS

Acronym for Location Based Services, service that enables the location of the End User. See the "LBS Location Based Services" in section D for the specific definitions on LBS.

MMS

MMS is an English acronym for **M**ultimedia **M**essaging **S**ervice. This is a message sent and/or received by a mobile telephone or application.

Operator

A mobile phone Operator with a license allowing it to operate a telecommunication network in Belgium under GSM, GPRS and/or 3G technology covered by the present document.

Pull Service

Service activated by the End User. The End User requests a one-off service delivery via SMS or MMS (possibly constituted by several SMS or MMS) from the Service Provider.

Premium Service or Bulk

Service of any type offered via SMS or MMS Premium or Bulk.

Service Provider

Two types of activity are covered by Service Provider terminology:

Service Provider: company, which creates, organises and markets editorial content by means of SMS or MMS or LBS Premium/Bulk services destined for the End User.

Connectivity Provider: company connected to the SMSC/MMSC/LES of an Operator with a view to enabling routing of SMS/MMS between the Service Provider, the Operator and the End User.

Short code

A code of four figures or more allocated by the Operator to a Premium or Bulk service with the intention of having it marketed by Service Providers under SMS and MMS Premium and Bulk standards.

SMS

SMS is an English acronym for **Short Messaging Service**. This is an alphanumeric message composed of 160 characters which is sent and/or received by a mobile telephone or application.

SMS/MMS Reverse Charge

The cost of SMS or MMS, which is paid fully by the End User receiving the message.

SMS or MMS Bulk

SMS/MMS generated by a Service Provider and send by the Mobile Operator to one or several End Users. SMS or MMS Bulk is characterised by the fact that receiving it is free of charge for the End User.

SMS or MMS-MO

SMS or MMS of the "Mobile Originating" type, i.e. sent by a mobile telephone.

SMS or MMS-MT

SMS or MMS of the "Mobile Terminating" type, i.e. received by a mobile telephone.

SMS or MMS Premium

SMS or MMS with an applicable rate higher than or equal to the applicable rate for an SMS or MMS national standard containing a specific value, added by a Service Provider.

Subscription Service

A service characterized by a registration of a client to a Service Provider to receive a regular service delivered by SMS or MMS-MT (bulk or premium).

Valid Traffic

A valid SMS or MMS is a SMS or MMS sent or received by an End User generating a receipt of notification and billed by the Operator.

A.3. Scope

The present "GOF Guidelines for SMS/MMS/LBS services" applies to any Service Premium or Bulk operating in Belgium.

It applies to any person offering a Premium or Bulk Service in Belgium; in whatever country they are established.

The present "GOF Guidelines for SMS/MMS/LBS services" is a part of the contract concluded between the Operator and the Service Provider. It includes mandatory obligations but also recommendations for the marketing of any Premium or Bulk Service.

GOF may alter the present "GOF Guidelines for SMS/MMS/LBS services" at any time, especially in order to adapt it to market development, services, technology, applicable legislation, etc.

A.4. Set-up

The Operators and the Service Providers will take the necessary measures to apply the present "GOF Guidelines for SMS/MMS/LBS services".

B GENERAL RULES

B.1. General

B.1.1. Conformity to the law

Any Premium or Bulk Service must respect prescribed Belgian law at all times and may not under any circumstances contribute, encourage or allow acts of an illicit nature to be facilitated or committed.

The Service Provider must ensure that the following points are fully adhered to: clear information for End Users regarding conditions for registration to the Premium or Bulk Service, adherence to the Law on Privacy, conformity to the law on commercial practices, etc.

In particular, the Service Provider will ensure that the SMS, MMS and LBS services abide the articles 77 to 83 from the law of the 14 July 1991 on the trade practices and the articles 7 to 15 of the law of 11 March 2003 on certain legal aspects of the services of the information society.

B.1.2. Public order and ethical behaviour

The Service Provider must ensure that the content of the Premium and Bulk Service respects public order and ethical behaviour. In particular, the Service Provider must ensure that the content of the Premium or Bulk Service does not lead to any abuse of privacy, generate fear and anxiety, encourage illicit and dangerous practices, result in the use and/or abuse of drugs and alcohol and more generally dangerous substances, incites racial hatred, spreads delinquency, incites immoral behaviour, promotes or facilitates paedophilia and prostitution, etc.

The Service Provider must devote particular care to the protection of children and respect of the individual.

B.1.3. Protection of Privacy

The Service Provider undertakes to rigorously respect the law on the Protection of Privacy and the laws and regulations relating to confidentiality of telecommunications.

The Service Provider undertakes not to use the personal data of any End User without his prior consent. Any personal data of the End User obtained under an application may only be used in the context of such an application providing prior consent of the End User has been obtained.

The Service Provider undertakes to respect the regulations applicable to storage and archiving of SMS and MMS messages sent to him by End Users.

B.1.4. Accuracy and Truth

The content of any Premium or Bulk Service must be accurate, clear and in conformity with any communication carried out by the Service Provider. The content must be updated as often as the nature of the Premium or Bulk Service requires.

B.2. Conditions for communication of Premium or Bulk services**B.2.1. Identification of the Service Provider**

The Service Provider must clearly identify himself in any advertising generally applicable to the Premium or Bulk Service that he may offer so that the End User is absolutely certain of his identity. The Service Provider must also mention the voice non-premium Belgian telephone number that any End User can use to contact the Service Provider if necessary and obtain any information required about the service proposed.

B.2.2. Obligatory indication of the cost of every Premium or Bulk SMS or MMS

For all communication, the Service Providers must strictly follow the graphical convention described in the section E of this document.

For the purpose of ordering a Premium or Bulk Service, any advertising or public promotion must indicate the total cost of the Premium or Bulk Service, regardless of the number of SMS/MMS sent or received. In particular, for the provision of a logo, ring tone, game,... the total price of the logo, ring tone, game,... must be displayed and not that of a separate SMS/MMS. All prices must be indicated in Euro VAT included.

The price communication must be done by using the standard label. The indication of the cost must be clear and legible. In this respect, Operators require adherence to the following rules:

- The LBS logo (see graphical convention in section E) must be used anytime the Service Provider proposes LBS Services.
- The size of the font used to communicate the prices must be equal or at least one third of the font used for the short code, with a minimum of 6pt.
- Policies used must be such that the need for careful scrutiny in order to understand the written texts should not be necessary.
- Indicating a price by an asterisk or by any other crossed reference is not allowed.
- Any pricing information must be presented horizontally.
- Price indications should not be placed at the bottom of the page or vertically on the sides.
- Services of a different price require specific pricing communication.
- All premium SMS-MT / MMS-MT will include the symbol "€" at the end of the message or the associated tariff

B.2.3. Specific regulations for Alert Services

Apart from the regulations specified by other articles in the present "GOF Guidelines for SMS/MMS/LBS services" , any communication from the Service Provider relating to the Alert

Service must explicitly indicate the maximum number of Premium or Bulk SMS messages and/or MMS messages sent and received by the End User with the intention of completing the Service (see graphical convention in section E).

For Alert Services, which are by nature unpredictable, the maximum frequency must not be mentioned. The End User must be clearly informed of the type of event, which will trigger the delivery of the service.

B.2.4. Specific regulations for Subscription Services

Apart from the regulations specified by other articles in the present "GOF Guidelines for SMS/MMS/LBS services" , any communication from the Service Provider relating to the Subscription Service must explicitly indicate:

- In case of Visual communication (TV, Internet, printed communication, ...), the word "**Subscription**" shall be published on top of the advertising in a specific character size and for the whole duration of the visual communication. The character size shall be at least the character size of the price of the service and at least ½ of the character size of the communicated short code.
- The Service Provider has also to inform the End User on his right of cancellation (recht by opzech - droit de renonciation) foreseen by the Belgian Trade Practices law. In case of Visual communication (except TV), the geographic address of the Service Provider has to be mentioned.
- In case of Audio communication (radio, TV, internet, ...), the word "**Subscription**" shall be said during the Audio communication in such a way that it is clearly understandable for the End User. This is applicable for pure Audio as well as for audiovisual communication.
- The engagement period of the subscription shall be mentioned (e.g. day, week, month, ...). This shall be equal to the period of payment.
- The price mentioned shall be per engagement period of the subscription (example: 2€/month) (see graphical convention in section E)
- The End User must be clearly informed for what service he is subscribed and if the engagement period is automatically renewed or not.

B.3. *Registration conditions for the Subscription Service*

B.3.1. Obligatory registration of the End User

The Service Provider may only activate a Subscription Service for the End User who specifically requested it by means of a registration procedure explained in the advertising related to this Service. Registration to a Subscription Service has to be explicit (the will of the End User must be explicitly mentioned) and will be used exclusively for the specific service for which the will of the End User was mentioned.

B.3.2. Double opt-in

In addition to the rules contained in A1.1.1., registration to a Subscription Service will also have to comply with a "double opt-in" procedure (or confirmation of the subscription). This means that the End User will have to expressly confirm his subscription. The procedure for double opt-in consists of 4 steps:

Step 1) First opt-in via SMS, MMS, WEB, IVR (Interactive Voice Response), WAP, IdTV, or signed form.

Step 2) One off standard confirmation request by SMS/MMS sent to the End User:

- **Om je te abonneren op dienst *SSSS* aan *XX*EURO/*PPP*, stuur *KKK* naar *NNNN* (de kost van dit bericht is *RR* EURO)**
- **Pour t'abonner au service *SSSS* à *XX*EURO/*PPP*, envoie *KKK* au *NNNN* (le cout de ce message est *RR* EURO)**
- **To subscribe for service *SSSS* at *XX*EURO/*PPP*, send *KKK* to *NNNN* (the cost of this message is *RR* EURO)**

Legend:

- *SSSS* indicates the service to which the End User wants to subscribe.
- *XX* indicates the tariff per period.
- *PPP* is the period for which the *XX* amount is requested. Tariff and period have to be described in full without abbreviations:
 - allowed style: 12 EURO/week, 5 EURO/month;
 - all other descriptions are not allowed.
- *KKK* is the keyword that has to be send back by the End User via SMS (hereafter Keyword):
 - the only allowed Keywords are "GO", "OK" or "Start";
 - if Keyword is "OK", only "OK" will be considered as a valid confirmation.
- The *NNNN* short code is situated in the 9xxx range as from June 1st, 2008.
- *RR* indicates the tariff of the confirmation SMS.

This SMS/MMS –MT will be free of charge for the End User.

Step 3) Opt-in confirmation by the End User via SMS by sending the Keyword (no other word will be considered as valid opt in) to the mentioned Short code (see step 2).

Unless clearly and explicitly communicated in the advertisement, the subscription costs are part of the first subscription period.

When requested, the proof of **valid opt-in confirmation** must be provided by the Service provider to the Operator within 5 business days.

Step 4) Confirmation of **the** subscription. At the registration to a Subscription Service, the Service Provider will send to the End-user a SMS/MMS-MT mentioning:

- the confirmation of the registration to the Subscription Service;
- the cost of the service; (see step 2 for standard format)
- the cancellation procedure to the service;
- the helpdesk coordinates of the Service Provider.

This SMS/MMS –MT will be free of charge for the End User.

B.3.3. End User registration cancellation to services

The Service Provider must accurately explain how to cancel a registration in any advertising related to a Premium or Bulk Service. The Service Provider has the obligation to cancel the Premium or Bulk Service immediately for any End User requesting cancellation of the registration.

Sending **STOP** to a Short Number will in all cases cancel the registration to all services associated to this Short Number.

Sending **STOP Keyword** to a Short Number will cancel registration to services associated to this Short Number and the keyword.

Service Providers will ensure that the End User request will be handled according his wishes. Therefore, misspelling such as " STOP", "sToP", "TSOP", wrong keywords, ... will be interpreted as "STOP". The price of this STOP SMS/MMS-MO request shall not be higher than the actual price of the subscribed Premium of Bulk Service.

At the registration cancellation to a Premium or a Bulk Service, the Operators recommend the Service Provider to send a SMS/MMS-MT confirming the unsubscription. The price of this SMS/MMS-MT will be free of charge for the End User.

In case the delivery of the service is performed by a Wap push or a Wap link without unsubscription information, a dedicated SMS will be sent before or after the delivery to remind the End User the unsubscription mechanism. If this SMS is not free for the End User, the associated tariff will be included in the subscription cost.

In case of an Alert or a Subscription Service is delivered via MMS-MT, the command "STOP" sent to the same short code but via SMS-MO will be recognised as a valid cancellation request of the MMS-MT service.

B.3.4. General sales conditions

The Service Provider must ensure adherence to the general sales conditions governing the Premium or Bulk Service relating to the End User.

In no case should the general sales conditions of the Service Provider be contradictory to the general sales conditions and/or use of the service of the Operator and/or use of the network of the Operator.

B.3.5. Identification of the Service

The Service Provider should take any measure required to ensure that any End User does not subscribe to the Premium or Bulk Services without his explicit knowledge and without knowing the exact nature or characteristics of this Service.

B.3.6. Subscription validity

Any subscription to a service for which there was no Valid Traffic during 3 months or for which the Operator has returned a code signifying that the customer is not recognised by the Operator, must be terminated immediately by the Service Provider.

In case there is a modification to terms and conditions of the Alert or Subscription Service (i.e. the associated tariff), the Service Provider will have to request the explicit agreement of the End User before to deliver this one the adapted service. If the Service Provider doesn't receive the End User agreement within a period not exceeding 2 weeks, the subscription of this End User will be cancelled. In this case, the Service Provider will inform the End User at no cost for this one via a SMS-MT the end of the subscription.

In case an Alert or Subscription Service is terminated by the Service Provider, all subscribers of this service will be informed at no cost via a SMS-MT that the service is terminated.

C SPECIFIC REGULATIONS

C.1. Premium or Bulk Services for minors

C.1.1. Definition

The following is considered as a Premium or Bulk Service for minors which is, partly or wholly, specifically meant for individuals under the age of 18 or which is considered as particularly attractive for these individuals.

C.1.2. Content of Premium or Bulk Services and advertising

Premium or Bulk Services meant for minors and any promotional campaign related thereto may not contain anything that could damage minors or exploit their credulity, lack of experience or judgement.

If a Premium or Bulk Service of any kind is not appropriate for a minor, or for any category of minors, the Service Provider should make specific mention of the age recommended to access this Service in all advertising relating to the said Service.

Premium or Bulk Services meant for minors may in no way encourage minors to subscribe again to the same service or to another service.

C.2. Games run by SMS or MMS

C.2.1. Adherence to Belgian law

Any game must be allowed by and in conformity with any point of Belgian law. The "Commission of chance games" can upon its own initiative evaluate a game. This commission is the only body allowed to deliver a license for the management of a chance game.

C.2.2. Organisation of a game

Any game must fulfil the following conditions:

- the total cost of one session of the game must always remain reasonable and justified in relation to the nature of the game - total cost of participation required to take part in the game should be mentioned;
- unsolicited boosting and encouraging participation in the game by SMS or MMS-MT are prohibited;
- any communication about the game must mention the price for every transaction.

The Operators recommend that the cost of one session of the game should not exceed €15.

In addition, the Operators recommend that above € 15 per month and per short code, the Service Provider asks the End User if he wishes to continue or resume a session of the game.

C.2.3. Advertising games

When organising a promotional campaign for the game offered via a Premium Service, the Service Provider must ensure that careful attention is paid to the following points:

- the cost of every SMS or MMS (MO & MT) required to be able to take part in the games;
- the dates of the closure of the games and their likely duration;
- the cost of each transaction;
- all the rules applicable to the games.

C.3. Chatting

C.3.1. General

Those messages that are contrary to the laws in force and to the regulations of the Service Provider must be removed. These discussions may be moderated, a task which may be done by a server.

C.3.2. Communication

Service Providers must inform the End Users whether a chat service is being moderated or not.

If the chat service is going to be moderated either by a moderator authorised by the Service Provider or by a computer or any other application, the Service Provider must mention it clearly in any advertising relating to this service.

C.3.3. Rates

Rates for chat services are attached to the price of SMS or MMS-MO. SMS/MMS-MT is **free of charge** for the End User. This price limitation is not applicable for services for which the End User receives a maximum of one SMS or MMS-MT per SMS or MMS-MO sent.

SMS/MMS-MT that are not answers to a user message (such as registration configuration, notification, how-to,...) are **free of charge** for the End User.

C.4. Information services and advice

The Operators recommend that the Service Provider provides information and advice about all aspects of Premium services such as:

- the level and competence of individuals and organisations providing advice;
- the identity of individuals or organisations providing advice.

In concordance with the law of 11 March 2003, the Operators recommend that any advice be provided in conformity with:

- the regulations and practices of professional associations to which the partners of Service Providers belong;
- the codes of conduct, which have been laid down by these professional associations.

C.5. Logos & Ring tones

In any advertising, the Service Provider will include the list of mobile phones that can download the proposed logos and/or ring tones.

C.6. Sending an SMS and MMS from a website

SMS and MMS-MT messages sent from a website should explicitly mention the details of the website from which the SMS or MMS has been sent.

The Service Provider must ensure that the laws applicable to storing and archiving of any SMS/MMS sent via the SMS/MMS Service on the Internet offered by the Service Provider are respected.

In order to avoid any illicit use of anonymous SMS/MMS messages, the SMS/MMS Provider should set up free of charge a blocking mechanism enabling any End User to stop anonymous SMS/MMS messages sent to him from the SMS/MMS Service via the Internet offered by the Service Provider free of charge.

C.7. Specific regulations for Adult ServicesResponsibility and respect to the Belgian law

The Service Provider will assure that the content reserved for adults will not be harmful and will conform to the Belgian law.

Irrespective of the content, the Service Provider will remain unilaterally responsible for the content.

Communication

The Service Provider that wants to offer adult services will inform the operator before the introduction of such a type of service.

Every application reserved for adults will be clearly identified as such. The Service Provider will make sure that the adult content delivered by SMS or MMS will exclusively be identified under the short code series **7xxx**.

Advertisement

The Service Provider will assure that no Advertisement is allowed for:

- sexually explicit services with (direct or indirect) monetary goals addressed to minors specifically;
- sexually explicit services with (direct or indirect) monetary goals of services proposed by minors or shown like service offerings that indicates a person is doing prostitution; service offerings that indicate a person want to deliver itself to the vice with other persons.

D LBS LOCATION BASED SERVICES

D.1. Disposition

All dispositions regarding LBS services in the "GOF guidelines for SMS/MMS/LBS services" will not be applicable to BASE.

D.2. LBS Definitions

Active LBS Service

LBS Service where the Location is processed as a consequence of a service request from the End User.

Passive LBS Service

LBS Service where the Service Provider makes a Location Request as and when it is necessary in order to fulfil the LBS Service requested or subscribed to by the End User.

Location Request

Request to the Operator of the location of an End User.

LBS Registration

To provide to the Operator the consent of the use of location information in relation to a specific LBS Service.

D.3. Personal data

The End User data must be processed solely under the authority of the Operator and solely for the purpose of performing the LBS Service that has been requested by the End User.

The Act of 8 December 1992 on privacy protection in relation to the processing of personal data and any other applicable data protection legislation, of the directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002, and of any future applicable law and/or regulation must be strictly respected. Data access shall be restricted to persons who require it to perform the tasks allotted to them.

D.4. Passive Services

For Passive Services, the End User must register at the Operator or in such other matter as agreed by the Operator. No location information for a Passive Service will be processed and transferred to the Service Provider for End User who has not registered for that service.

In the event that an End User de-registers for any Passive Service, no further location information shall be processed and transferred to a Service Provider.

The End User must be aware that he/she can suspend the provision of location information to specific services and receive details on how to do this.

D.5. Active Services

When the End User is using an Active Service, he/she must be properly informed about the nature of the service and the fact that he will be located.

The Service Provider shall maintain a record of the way in which consent is obtained from the End User.

D.6. Additional obligations

Without prejudice to all of the above, the Service Provider shall also comply with the following articles:

All advertising and marketing materials must include (whether in hard form, electronic or online) associated with the services text, such as:

"Information on the location of your mobile will need to be processed by the Operator and passed to [name of the application provider and the content provider] to provide this service".

All marketing materials associated must include with the service a statement regarding the Customer's ability to prevent the processing of their Location Information by the Operator, such as:

"Please note that at any time you can bar the processing of the location of your mobile by the Operator – just send an SMS to the short code 4114 with message "LOC OFF" keyword" " The "keyword" is the service Id associated to the LBS service. "

All advertising and marketing materials must include a specific LBS Logo as it is communicated in the graphical convention in section E.

E GRAPHICAL CONVENTION

E.1. General pictogram layout

Short numbers and price will be communicated with a pictogram using a unique graphical layout described hereafter. The General layout will have the following form described in Fig. 1. Proportions in height and length are fixed and may not be changed. The minimum length is 20 mm.

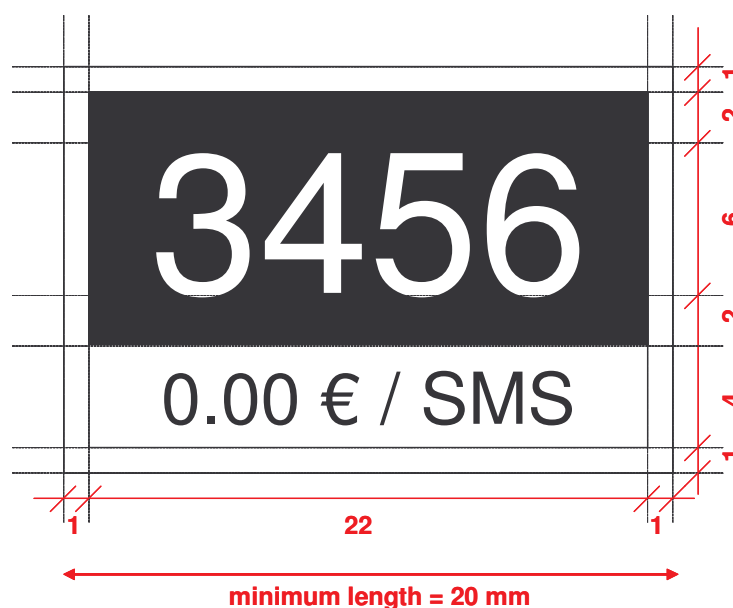


Figure 1: General Layout

The font will be FRUTIGER or ARIAL and will be the same for the Short Number and the price indication.

The font size of the price will not be less than 1/3 of the font size of the short number and will not be lower than 6 points.

Price indication will be one of the following, depending on the service offered:

- 0,00 € / SMS
- 0,00 € / MMS
- 0,00 € / logo
- 0,00 € / download
- 0,00 € / SMS sent/rec
- 0,00 € / MMS sent/rec
- 0,00 € / SMS - max x / day
- 0,00 € / MMS - max x / day

Specific for Subscription Services:

- 0,00 €/day
- 0,00 €/week
- 0,00 €/month

E.2. Layout for LBS services

For LBS Services, a specific Logo will be added to the left of the Short Code. The LBS logo is defined in Fig 2. The general layout of the pictogram with LBS is shown in Fig. 3. The minimum length with the LBS Logo will be 30 mm. Other rules remain applicable.



Figure 2: LBS Logo (Black and Blue)

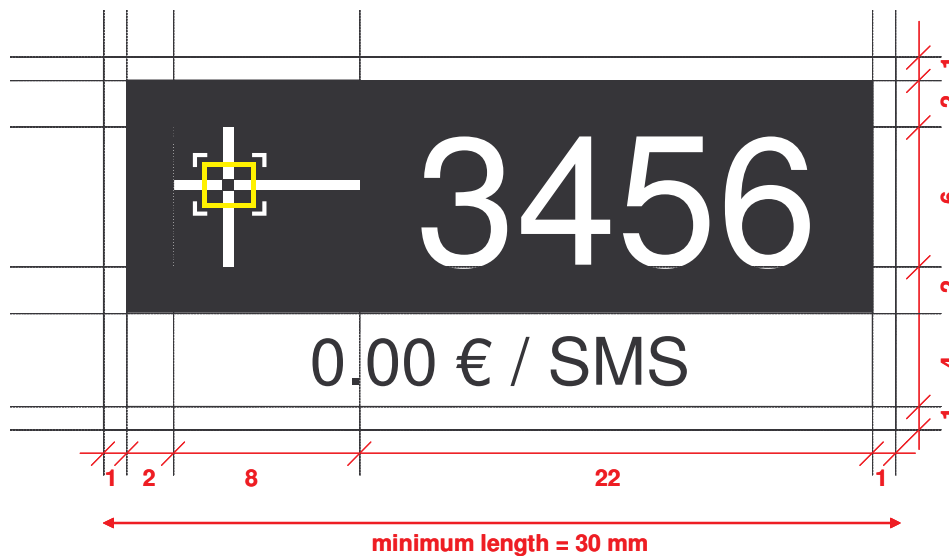


Figure 3: General Layout with LBS Logo

E.3.Possible colours

Colour of the pictogram will be as described in Fig. 4

	Type 1	Type 2	Type 3
Frame	Black	Black	Black
Text	White	White	Black
Background	Black	Blue	Yellow

Colour Code are the following (R/G/B)

- White 255/255/255
- Black 0/0/0
- Yellow PMS yellow
- Blue PMS 2935

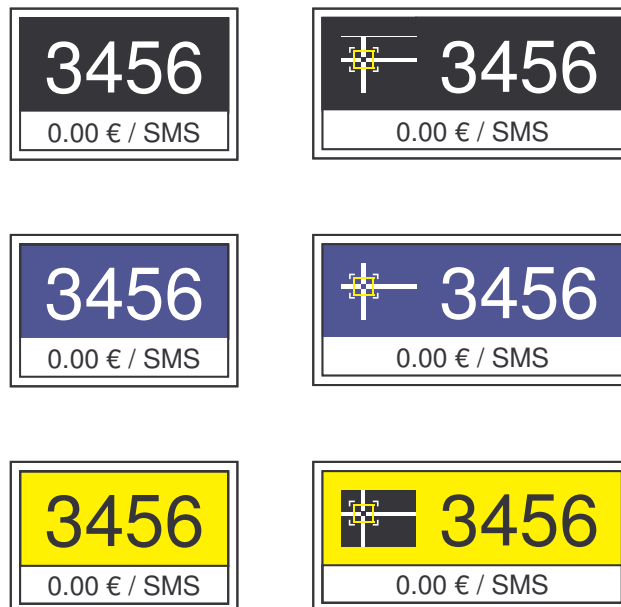


Figure 4: Possible Colours

E.4. Do and Don't

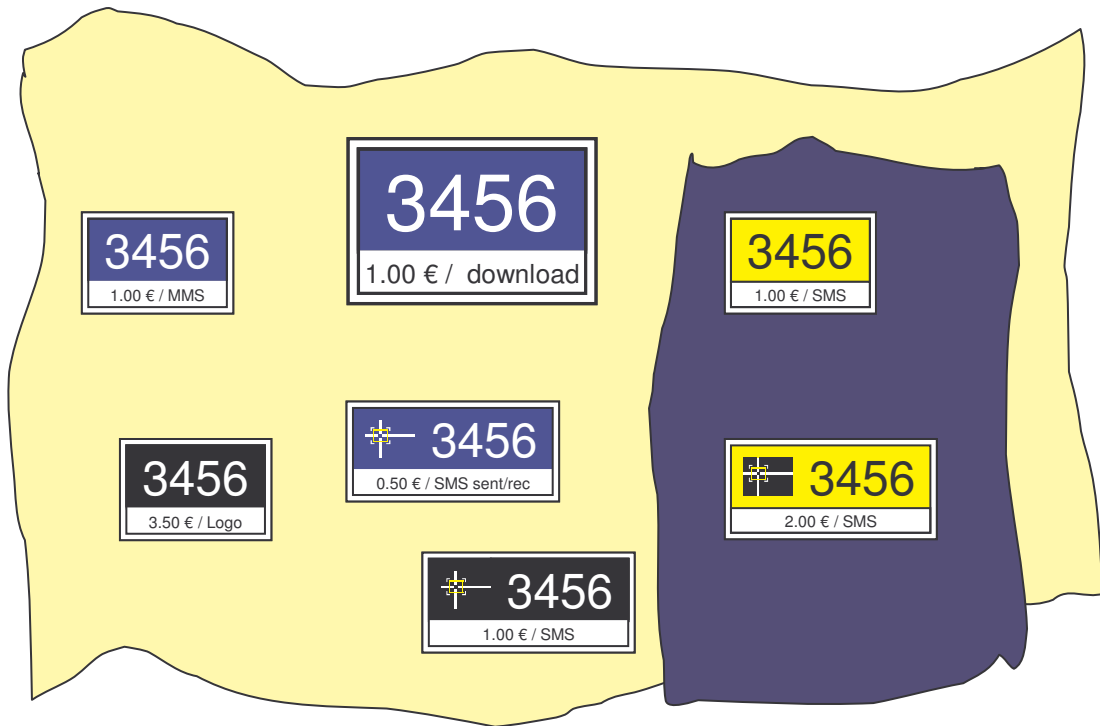


Figure 5: Acceptable

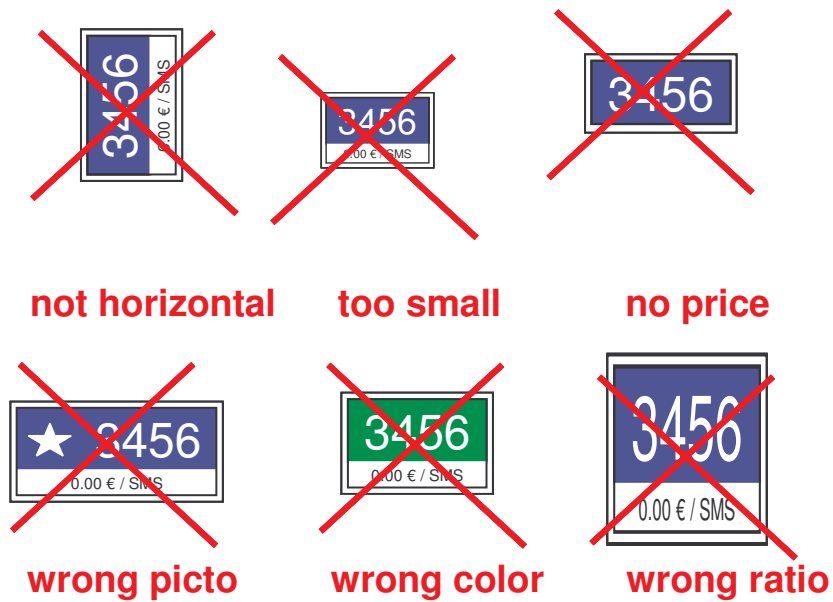


Figure 6: Not acceptable

Signed by GOF Steerco members:

BASE
Luc Windmolders
Corporate Affairs Director

Mobistar
Paul-Marie Dessart
Secretary General

Proximus
Dirk Frans Segers
Regulatory and interoperability manager