

# OPTUS

## Premium Services

### Product Policy

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Definitions

Aggregator	means a Supplier who contracts with both a Content Provider and a Carrier
CB	Classification Board (previously OFLC Office of Film & Literature Classification)
Content Provider	Party who is the originating Supplier of a Mobile Premium Service
Premium Managed Partner	Includes Aggregators and their Content Provider clients

## 1 INTRODUCTION

This document provides a means of communicating to new and existing Premium Managed Partners, product policies for Premium content services. It is Optus's intention to update this "living" document from time to time where required in order to ensure that it remains consistent with the regulatory requirements, marketplace changes and any updates or changes to Optus policy.

This document reflects Optus operational policy requirements and does not in any way modify the obligations of the Premium Managed Partners under existing agreements. In the event of any inconsistency, the SMS Gateway Agreement, Premium Service Policy Manual, relevant Service Description and Standard Forms of Agreement Documentation will prevail.

References to Optus customers or end users includes both Optus retail customers and customers of participating Optus Service Providers.

### 1.1 Definition of a Premium Service

Mobile Premium Services include, but are not exclusive to services including voting for interactive TV shows, entering competitions, accessing sports results, downloading ring tones, audio, video music clips, games and 'chat' services. These services are typically delivered by SMS and, increasingly, by mobile carrier portals. Premium SMS services are accessed via numbers with prefixes of 191, 193, 194-197 and 199.

Costs associated with services delivered via Premium SMS are higher than standard SMS charges. Although charges for both premium SMS services and the content accessed via mobile carrier portals are incurred on a customer's mobile account, the services are provided by third party suppliers rather than mobile carriage service providers.

## 2 APPLICATION AND APPLICABLE CODES

### 2.1 Disclaimer:

This Policy Document does not constitute legal advice or comprehensive coverage of all legal issues relevant to the provision of premium rate services in Australia. Optus recommends that Premium Managed Partner obtain independent legal advice to ensure their premium mobile services are compliant with all applicable Australian laws, regulations and industry codes, and with any directions or instructions from relevant government or industry bodies.

### 2.2 Application

In operating any service Premium Managed Partners are responsible for ensuring compliance with all applicable laws, regulations, standards, content requirements and applicable industry codes of conduct in relation to that Promotion. For the avoidance of doubt, but without limitation, this includes compliance with the *Interactive Gambling Act 2001 (Cth)*, the *Spam Act 2003 (Cth)*, the *Privacy Act 1998 (Cth)*, the *Telecommunications*

*Act 1997 (Cth)*, the *Broadcasting Services Act 1992 (Cth)*, the Content Services Code 2008 and the Mobile Premium Services (MPS) Code 2009.

As a Premium Managed Partner, Optus holds you responsible for the use of your direct connections to the Optus Mobile Network, regardless of whether you use this connection yourself or for aggregation or resale. For the purposes of this policy, the term "Premium Managed Partner" is to be read to include tier-two content partners.

This policy is subject to regular review and amendment by Optus. It is the responsibility of Premium Managed Partners to comply with current policy.

Optus intends this policy to be aligned wherever possible to the Mobile Premium Services Guidelines and Standard Industry Arrangements (GSIA) as amended from time to time.

### **3 PLATFORM OVERVIEW**

#### **3.1 Premium SMS**

Premium SMS Gateway supports Premium Managed Partners offering premium content services to Optus customers. This provides Optus customers with access to third party content that is charged to their Optus mobile account or alternatively decremented from a prepaid balance. Connectivity is via standard SMPP connection protocol.

Premium SMS Gateway enables the variable rating of mobile originating "MO" and mobile terminating "MT" messages. Optus offers premium SMS billing capabilities to approved Premium Managed Partners to encourage the promotion of services that utilise SMS as the payment mechanism.

In return for Optus providing billing and carriage services on behalf of the Premium Managed Partner, Optus will retain a share of the billed revenue and charge a carriage fee per message as outlined in the commercial terms document, "Service Description". The Premium Managed Partner earns revenue from content billed to and collected from valid Optus customers.

#### **3.2 Premium Plus**

The Optus Premium Plus product supports Premium Managed Partners offering premium content services to Optus customers. In addition to the access and billing of content services offered via short code alone on Premium SMS, Premium Plus offers the additional ability to bill for WAP and fixed line (internet) accessed sites which are connected to Optus via a proprietary set of API's developed by Optus. This also provides Optus customers with access to third party content that is charged to their Optus mobile account.

In return for Optus billing on behalf of the Premium Managed Partners, Optus will retain a share of the billed revenue as outlined in the Service Description Optus Premium Plus Billing Service document. The Premium Managed Partner earns revenue from content billed to and collected from valid Optus customers.

## **4 MPS CODE REQUIREMENTS**

### **4.1 MPS Code**

Optus requires that all Premium Managed Partners ensure the premium services provided by them and their suppliers fully adhere to all aspects of the MPS Code 2009.

This requirement forms a part of the Optus Premium Services Policy. Any premium service which breaches of the MPS Code 2009 will also cause a breach of the Optus Policy.

## 5 OPTUS SPECIFIC REQUIREMENTS

### 5.1 General Requirements

- 5.1.1 Optus requires that all Premium Managed Partners ensure the premium services they provide to end-users on the Optus Network fully adhere with the Optus-specific requirements as set out in this section of the Optus Policy in addition to the MPS Code requirements. Where there is a conflict the MPS Code shall take precedence.

### 5.2 External Compliance Monitoring

- 5.2.1 Optus reserves the right to employ an external party (the Optus Compliance Monitoring Vendor) to perform compliance monitoring of Mobile Premium Services and advertising of Mobile Premium Services to ensure adherence to the Mobile Premium Services Code and this Policy.
- 5.2.2 Premium Manager Partners and their suppliers agree to have the Optus Compliance Monitoring Vendor capture any advertising or promotion for their services for the purposes of audit against the Mobile Premium Services Code and this Policy. Further Premium Managed Partners and their suppliers agree to allow the Optus Compliance Monitoring Vendor to audit the operation of their Premium Services to ensure compliance with the Mobile Premium Services Code and this Policy.

### 5.3 Delivery Receipts and the Optus Retry Policy

- 5.3.1 'Successful' delivery receipts should not be taken as absolute confirmation that the end customer was billed for an event. Optus will use reasonable endeavours to invoice and collect revenue from Optus end-users for PSMS messages sent or received in connection with a premium service. Optus will only settle on successfully billed (to the customer) messages.
- 5.3.2 Where a MT premium SMS (unique billable transaction) fails to be delivered to the handset at the scheduled time, the retry of that unique message will be allowed in line with the following table:

Delivery Receipt Response	Optus Retry Policy
"NOCRED"	As per 5.2.2(d) of the MPS Code.
"UNDELIV"	As per 5.2.2(e) in the MPS Code 2009.
"REJECTD" <u>with</u> error codes 001, 002, 094 (Permanent)	As per 5.2.2(e) in the MPS Code 2009.
"REJECTD" <u>with error codes other than</u> 001, 002, 094 (Temporary)	As per 5.2.2(c) in the MPS Code 2009.
"EXPIRED"	As per 5.2.2(e) of the MPS Code 2009.

"UNKNOWN"	As per 5.2.2(e) in the MPS Code 2009.
"DELETED"	Retry once no less than 4 hours after initial receipt of this response (generally due to Optus manually deleting the record)
"SYSERR"	Retry once no less than 4 hours after initial receipt of this response

5.3.3 Failed messages with no response returned from the Optus SMSC

- (a) In instances where an attempt has been made to send a Premium SMS and the Premium Managed Partner is awaiting a response from the SMSC, no further attempt at resending is to take place until at least 7 days have passed.

**For Example:** The end user has their handset turned off for a period of 7 days or more and the Premium Managed Partner receives an 'EXPIRED' response from the Optus SMSC at the end of the 7 day retry period. Continued resending of the event within the 7 days could potentially result in numerous "EXPIRED" messages being returned to the Premium Managed Partner and the customer being impacted by a large number of charges to their MSISDN.

## 5.4 Charities

- 5.4.1 Optus does not support the use of Premium SMS as a payment mechanism for charities. Optus will terminate any shortcodes found used for unauthorised charity services with immediate effect.

## 5.5 Chat Rooms / Services Capping and Notification Requirements

- 5.5.1 Premium Managed Partners are required to implement chat capping at individual short code level. Capping is required to restrict customer spend over and above \$100 ex GST for each calendar month. This is a requirement for Optus post paid users only. Chat capping should not be applied on Prepaid mobile services.
- 5.5.2 The above chat capping requirement is in addition to the MPS Code spend notification requirements.
- 5.5.3 When a post paid user reaches a total gross spend of \$100 ex GST, the Premium Managed Partner must suspend the availability of premium chat services on the applicable short code to the post paid customer and send an SMS notification

referring them to the appropriate Optus or Service Provider area to review their monthly threshold limit.

The below text must be used in the Chat Spend notification message sent by the Premium Managed Partner when postpaid customers reach the chat spend limit.

**Postpaid Customer Chat Service Spend Notification Text:**

*"FreeMsg: U have reached \$100 PSMS Chat spend on [shortcode] this mth. To cont using pls call Optus 1800460756 during Bus Hrs or call ur Mob Provider."*

- 5.5.4 Premium Managed Partners are be required to implement the Optus Prepaid API Web Service Lookup in order to ascertain if the customer is a pre paid or post paid user (please reference the Optus Prepaid API Web Service document).

As mobile services transfer between prepaid to postpaid and vice versa, to ensure capping is being applied to only postpaid services, Optus requires that Premium Managed Partners use the Prepaid API lookup every time every user reaches \$100 ex GST in a calendar month.

The goal in using this API is to ensure that no postpaid user can exceed \$100 ex GST on a single chat services in a calendar month.

- 5.5.5 In instances where the customer contacts the Premium Managed Partner directly in relation to \$100 spend limit suspension of their service, the Partners are requested to redirect Optus customers to Optus Financial Services on 1800460756 and Service Provider customers to their relevant care groups. (The exact text of the message can be found above in section 5.5.3). Premium Managed Partners must never uncap a service without an express request from Optus Financial Services (either online or via email). Premium Managed Partners will be requested at this time to reset the monthly threshold management limits to \$0.
- 5.5.6 If the customer reaches an incremental spend of \$100 i.e. making the total spend for the month \$200 the same Customer Chat Service Spend Notification is to be reissued. This process is to be implemented for every incremental \$100 ex GST spend with the Managed Premium Partner.
- 5.5.7 The \$100 spend threshold is a calendar monthly spend threshold and as such can begin from a \$0 starting point at the commencement of each calendar month.
- 5.5.8 Upon notification from Optus Financial, Services Premium Managed Partners are requested to implement the resetting of the premium chat services bar within 4 hours of this notification so as to permit customers to continue accessing the chat service. Continued access to the chat services should then be managed in-line with the policy as stated above.

- 5.5.9 Optus reserves the right to request information from the Premium Managed Partner relating to customer consent in situations where the service is deemed to have potentially breached the above requirements. Premium Managed Partners must demonstrate the ability to log chat communication history and supply this history (for given MSISDNs') to Optus where requested within 24 business hours of written communication / request.

**See Also:** Section 6.3 on Spend Capping Requirements

## 5.6 Advertising and Promotion

- 5.6.1 Without limiting any other rights or remedies available to Optus, where any advertising or promotion for premium mobile services managed or run by a Premium Managed Partner does not comply with this policy:
- (a) Optus may notify the Premium Managed Partner as to why the advertising does not comply and may request the Premium Managed Partner to rectify the advertising;
  - (b) Optus may instruct the Premium Managed Partner (at its absolute discretion) as to how the advertising should be rectified, including by honouring any confusing, misleading or deceptive element of an offer or advertisement, by crediting customers who have been confused, misled or deceived, or by amending the non-compliant advertising and
  - (c) The Premium Managed Partner must comply with Optus' instructions and take positive action to ensure that any advertising or promotion for services marketed by that Premium Managed Partner complies with these policies.
- 5.6.2 If a Premium Managed Partner fails to comply with Optus' instructions or is consistently failing to comply with the principles set out in these policies then, without limiting any other rights of Optus, Optus
- (a) Reserves the right to review the Premium Managed Partners carriage and provision of services under the Service Agreement.
  - (b) Impose actions in-line with breaches of conditions as laid out in the relevant Premium Managed Partner agreement/s.
- 5.6.3 Each Premium Managed Partner acknowledges that any instruction given by Optus relates to compliance with the Policies and principles set out in this policy document only and should not be relied upon in any way by a managed partner for assessing the compliance of any advertising or promotion with any relevant laws, regulations or codes whatsoever, or with any directions given by a relevant agency or regulatory body.

## 5.7 Customer Care

5.7.1 Premium Managed Partners are required to support end users and must provide the full contact details for their Content Provider clients in the online tool to ensure Optus can direct Customer Care issues to the correct party. Any changes to customer support contact details for a service should be made within the online tool in a timely manner to ensure the correct information is available to the respective Optus Customer Facing Units.

### 5.7.2 TIO Escalations

- (a) As part of the terms of the agreement for Premium Services Optus reserves the right to pass on Premium Services related TIO levies to the Premium Managed Partner. The levies charged will be on an as per (TIO) case basis, for example:
  - 1 x Level 1 (@\$68.20) TIO case = \$68.20
  - 2 x Level 3 (@\$1045.00) TIO case = \$2090.00 etc.
- (b) TIO levies will appear on the monthly settlement report as a single line item – usually one month after the TIO levy was raised.
- (c) Levy charges are calculated in two parts: a Referral Fee and an Operational Fee. The first part is a fixed amount for each referral at each level. The second part is a portion of the TIO's Operating Costs attributable to each complaint. This second part is currently being calculated at 100% of the first part. This ratio will be reviewed every six months to ensure it reflects the current TIO Operating Costs levies in relation to Premium Services complaints volumes and Referral Fees. Information on these fees is available from the TIO web site: <http://www.tio.com.au/>.
- (d) Optus will provide a monthly report which details all TIO cases received by Optus for each Premium Managed Partner. Each levy charged does not acknowledge by Optus the legitimacy of the TIO case.
- (e) The Customer Relations Groups (CRG) at Optus is responsible for all front line support to escalated end user complaints including TIO cases. The CRG will try and resolve the end user complaints where possible when there is no involvement required by the Premium Managed Partner. However the CRG may need to be able to escalate TIO cases immediately to Premium Managed Partners.
- (f) The CRG will either email or telephone the Premium Managed Partner. In both cases of communication Optus require that the Premium Managed Partner supply a response within 2 business days, which will satisfy the end user complaint, allowing Optus to close the case with the TIO.

- (g) All Premium Managed Partners must supply an email address to where the CRG can email TIO issues. All Premium Managed Partners must also supply a nominated phone number of a staff member empowered to make decisions regarding TIO cases. The nominated staff member's phone number will only be used by the CRG, it will not be provided to other Optus staff members.
- (h) Optus do not accept any responsibility for an increase in a levy status e.g. level 1 to level 2 due to the detail or timeliness of a response to a TIO case. Premium Managed Partners are urged to work closely with Optus and in particular the CRG to resolve all TIO and end user complaints in a timely and efficient manner.

## 6 PREMIUM BILLING SERVICES

### 6.1 Customer Pricing

#### 6.1.1 Premium SMS

- (a) The minimum charge required on any MO is \$0.25 (inc GST). Where a Premium Managed Partner has a requirement for an MT only solution, the MO charge will still be required to be charged at \$0.25 (inc GST), even where the MO message is not used.
- (b) The minimum price for each MO and MT message combination (i.e. 1:1 ratio) shall not exceed \$.35 (inc. GST).
- (c) The maximum price for each MO and MT message combination (i.e. 1:1 ratio) shall not exceed \$6.85 (inc. GST).
- (d) Optus offers standardised MT price points as follows:

0.25	0.50	0.55	0.75
1.00	1.25	1.50	1.75
2.00	2.25	2.50	2.75
3.00	3.25	3.50	3.75
4.00	4.25	4.50	4.75
5.00	5.25	5.50	5.75
6.00	6.25	6.50	6.60

#### 6.1.2 Premium Plus

- (a) Premium Plus allows for Premium Managed Partners to configure pricing within a range being \$0.25 - \$15.00. Partners are not required to configure a minimum MO price point due to the nature of the MT billing model however. Charging of any service on the Premium Plus platform will need to be assessed during the application process. For more information on this please contact your nominated Account Executive.

### 6.2 Partner Charges

#### 6.2.1 \$0.00 Carriage

- (a) Optus will only waive the carriage charge in the following instances:
  - (i) To be used only for voting, polling, and promotional type services. Where a Premium Managed Partner needs to send a MT reply message, confirming entry into a

competition or promotion and the billing is configured as MO \$0.55 (inc GST) and MT \$0.00. Not to be used for Chat and subscription type services.

#### 6.2.2 Other Charges

- (a) For setup and other ongoing charges please refer to the SFOA and Service Description agreement.

### 6.3 Spend Capping Requirements

#### 6.3.1 SMS Chat services

- (a) It is Optus' current position only to support (1:1) chat services. Premium Managed Partners supplying chat services must provide the service in line with all applicable laws, industry code and Optus policy.
- (b) For post paid customers only, Optus requires the Premium Managed Partner to limit the amount of chat services end users are able to access within a calendar month. This requirement applies at the promotion level per unique end-user.
- (c) When a post paid user reaches a total gross spend of \$100 ex GST within any given calendar month then the Premium Managed Partner must suspend the availability of that chat services and send an SMS notification advising them as follows as to how they may increase their monthly threshold limit. This notification shall take the form stipulated in Section 5.5.3.

#### 6.3.2 All other Content

- (a) Premium SMS

Optus currently does not require Premium Managed Partners to apply capping to non chat services/content.

- (b) Premium Plus

It is important to note that although Optus capping can be applied within Premium PLUS to a default amount of \$100 or a higher amount as nominated by the customer, Premium Managed Partners will also be required to follow the same SMS notification requirements as detailed for Premium SMS for SMS based chat services.

Service Providers should note that capping on Premium Plus is administered by Optus.

## 6.4 Obligation of Providers

### 6.4.1 Provisioning of Promotions

- (a) All requests for new promotions or changes to existing promotions must be submitted via the Optus Premium Services Web Tool.
- (b) The information contained in the Premium Web Tool must, at all times, be accurate in regards to the promotion information. Partners must update the web tool with the correct promotion details within 5 working days of any change.
- (c) Any queries relating to the use of the web interface, requests for additional training resources or requests for escalation of provisioning timeframes need to be submitted via email to:  
  
[PSMSPromos@optus.com.au](mailto:PSMSPromos@optus.com.au)
- (d) Optus provides an 11 business day SLA from date of provisioning request where;
  - (i) provisioning of a new Premium Service number is required, and or
  - (ii) changing of a promotion price on a previously configured premium service number, is required.
- (e) Optus recommend that Premium Managed Partners submit a request via the web interface a minimum 13 business days before the commencement date of the promotion. This allows the promotion to be provisioned by:
  - (i) The Optus Mobile network,
  - (ii) Optus Postpaid Billing,
  - (iii) Optus Prepaid Billing,
  - (iv) Optus Service Providers,
  - (v) Optus Customer Service teams,
  - (vi) and Optus Mobile Financial Services

### 6.4.2 Avalanche Campaigns

- (a) Provisioning of avalanche campaigns is as per standard provisioning procedure. However, to assist in volume management and resource requirements, Premium Managed Partners are requested to mark emails containing a promotion for setup of avalanche campaigns to [PSMSPromos@optus.com.au](mailto:PSMSPromos@optus.com.au) in the subject field as "Avalanche Promotion". In addition Premium Managed Partners are requested to cc the Operations Manager, Scott Frewer ([scott.frewer@optus.com.au](mailto:scott.frewer@optus.com.au))

- (b) For avoidance of doubt, Optus classifies an avalanche campaign as a campaign in which for both MO and MT individually has a message throughput of;
  - (i) Greater than > 55k Messages Per Day;
  - (ii) Greater than > 15k Messages Per 5 minutes;
  - (iii) Greater than > 50 Messages Per Second.

*Note: Where possible Optus requests that partners provide advance notification(to PSMSpromos@optus.com.au) of promotions that may result in high customer SMS MO / MT traffic levels at a specific location, e.g. sporting ground, concert ground. This will assist Optus in ensuring that adequate channels can be allocated to facilitate carriage of this traffic.*

#### 6.4.3 Multi-part Messaging

- (a) Optus billing policy defines as a duplicate record multiple SMS received by Party "B" from Party "A" which carries exactly the same date/time stamp. For billing purposes only, as a duplicate record Optus will only bill Party "B" for the first message (in the case of an MT record).
- (b) Premium Managed Partners are required to send through multi part message with greater than 1 second timeframe increment separation between each of the messages so as to capture these records as separate billable events.

## **7 VARIATIONS & EXCEPTIONS**

Optus will continue to review our policy position and amend this document as commercial, technical and other market conditions require. Upon release of policy amendments Premium Managed Partners must be compliant with the amendments 30 business days from publication.

Any variances to this document or other special requests need to be notified and approved by Optus Partner Manager Premium Services and/or Operations Manager Premium Services.

## 8 ENFORCEMENT

### 8.1 Non-compliance

8.1.1 If Premium Managed Partners do not comply with the policies detailed in this document, Optus is likely to incur costs associated with non-compliance. There is also the potential of damage to both the Optus brand and Optus mobile customers alike. Optus will have certain recourses against Premium Managed Partners that breach these policies. Financial recourse (as determined by Optus depending on the severity of the breach and previous compliance history) will be levied at the discretion of Optus at the end of each month, and may be offset against any payment from Optus to the Premium Managed Partner as part of the standard monthly settlement.

As a guide, Optus recourse for non-compliance will usually range from A\$1,000 to A\$10,000 however Optus reserves the right to issue financial recourse lower than \$1,000 and higher than \$10,000 depending on the severity of the issue.

8.1.2 In addition Optus reserves the right to suspend a shortcode and/or withhold any payments due in connection with the service until the issue(s) has been resolved and / or suspend or terminate the number on the Optus Network in line with the conditions set out in the Premium Services Agreement.

## 9 CONTENT AND MUSIC POLICY

Optus has established standards for all content made available via the mobile telecommunication networks and channels it owns and operates (Optus Mobile Network). The following content Policies apply to all forms of content including but not exclusive to content including visual images, audio-visual clips, written material and editorial copy. The music Policies apply to audio only music.

### 9.1 Video Content Services

Video content services can be delivered via a number of bearers including but not exclusive to MMS or WAP push or direct download.

9.1.1 All video content services must be moderated by Premium Managed Partners in such a way as to ensure that they do not breach any industry code of practice or Australian law in relation to the content being supplied. Particular note needs to be paid to the provision of content which falls within the prohibited and age-restricted categories in the Content Services Code 2008 and Optus' restricted content policies. Premium Managed Partners will be held responsible for the supply of content that breaches these Optus policies.

*Note: Restricted content and the classification of restricted content services is addressed in more detail in the Content and Music Policy – Content Policy section.*

### 9.2 Gaming and Gambling Services

Premium Managed Partners must comply with the relevant legislation in regard to Gambling services.

9.2.1 Optus defines Gambling Services as falling into one of the following two broad categories:

- (a) *Interactive gambling* – which includes software generated games such as slot machines, black-jack and roulette – the games are not played physically in a gaming room and the outcome of the event is determined by a random number generator;
- (b) *On-line wagering/gambling* – which includes placing a bet on a wide range of *sporting* events or lotteries (e.g. horse racing, football, lotto, keno) using internet or a telecommunications device as the means of placing the bet. Typically these are not new gambling products, but a new means of placing a bet.

9.2.2 Gaming is a distinct concept to gambling and for the purposes of this policy will be considered as meaning services or games that are games of skill, do not involve wagering, betting with stake money or other characteristics that would bring the activity within the scope of Federal or State gambling laws.

9.2.3 Optus does not permit its Premium Managed Partners to offer or facilitate access to any services or content of an on-line

wagering/gambling nature, via the Optus Mobile Network. Optus does however allow for access for Gaming services inline with the definition above.

### 9.3 Restricted Access Services - Content Policies

#### 9.3.1 Optus Current Position in relation to 'M' classified Services

- (a) Regulatory arrangements regarding the provision of age-restricted mobile content are contained in the Content Services Code 2008 and in Schedule 7 of the Broadcasting Services Act (BSA).

#### 9.3.2 Off Portal Premium Services

- (a) Premium services which do not reside on the Optus Zoo WAP or web platforms, that have a CB classification of 'M' or which have been assessed by a Content Assessor as equivalent to a CB classification of 'M', or less, may be supplied without the need for "Restricted Age Service" authentication.
- (b) Premium services which do not reside on the Optus Zoo WAP or web platforms, that have a CB classification of 'MA15+' or 'R18+' or have been assessed by a Content Assessor as equivalent to a CB classification of 'MA15+' or 'R18+', or above (or falls into the red section of the Adult Restricted Access Matrix (see 6.3.4 (d) below)), must not be supplied without an Optus "Restricted Age Service" authentication.

#### 9.3.3 Optus Zoo (on portal) Premium Services

- (a) Although the Classification Board guidelines allow for some degrees of nudity within the context of the "M" rating assigned to them, the Optus Zoo WAP and web portals are required to exhibit family-friendly values and Optus restricts Premium Managed Partners services on either the Optus Zoo WAP and / or web portals to the "M" classification as defined under the Classification Board guidelines with the added caveats detailed below (including the information provided in the Adult Restricted Access Matrix (see 6.3.4 (d) below)).
- (b) Optus deems the following to be unacceptable:
  - (i) Nudity, whether justified by context or not. (applicable to services residing within the Optus Zoo web and WAP portals)
  - (ii) Images of models who appear to be underage.
  - (iii) Implied acts of sexual simulation or suggestive positions of any nature.
  - (iv) Chat services that include any sexual references, either implicitly or by context.

- (v) Advertisements for non-Adult Services that are advertised next to or with Adult Content, or which mislead customers into believing that the service is an Adult Content service when it is not.
- (vi) Material Promoting or encouraging prescribed drug use (applicable to services residing within the Optus Zoo web and WAP portals)

#### 9.3.4 Optus Current Position in relation to Restricted Adult Services

- (a) All Premium Managed Partner content and services with a Classification Board classification of "MA15+" and/or "R18+" or assessed by a Content Assessor to be equivalent to a CB classification of 'MA15+' or 'R18+' require the customer to be pre-authenticated by Optus as being 18 years or over and active on the Optus Restricted Access Database prior to these customers receiving content MA15+ and/or R18+.
- (b) Optus Restricted Access System (RAS) operates by using the Premium Plus database otherwise referred to as Atomic. All Premium Managed Partner "restricted access services" are required to be provisioned via Premium Plus so the customer can be authenticated prior to the request / receipt of any age restricted premium service/s.
- (c) Premium Managed partners wishing to supply age restricted services will need to ensure they have an active Premium Plus connection with Optus in order to deliver the premium rated services.
- (d) Optus has developed an Adult Restricted Access Matrix (see Section 10) which will assist in providing clear definition and a common language and framework for Adult erotic content. This matrix is not to be used in substitution for pre-assessment of content in accordance with the Classification Board Guidelines.
- (e) Content made available via the Optus Mobile Network will need to comply with the Content Policies detailed in this policy document when they are communicated to Premium Managed Partners.

**Important Note:** *Optus Policies may vary from other carriage service providers in the classifications of some content categorisation. Particular note should be taken by the Premium Managed Partner and their tier-two content partners to ensure that they comply with the classifications that Optus has mandated are applicable for the carriage of both non (Adult) restricted access services and (Adult) restricted access services. Optus reserves the right to enforce fees upon the Premium Managed Partner in-line with the Policies provided in this document should breaches take place.*

#### 9.3.5 Illegal Content

- (a) Content which could or would be considered illegal by any Australian jurisdiction must not be made available via the Optus Mobile Network.
- (b) Any attempt to operate a service which includes making illegal content available via the Optus Mobile Network will be regarded as a serious matter and will result in serious action being taken by Optus, including, where appropriate or required by law, the notification of the relevant authorities.

#### 9.3.6 Prohibited Content

- (a) In accordance with the Content Services Code 2008 and Schedule 7 of the Broadcast Services Act, content which could or would be pre-assessed as "X" or "RC" (refused classification) in accordance with the Classification Board Guidelines must not be made available via the Optus Mobile Network.

#### 9.3.7 Banned Content

In addition to content that is illegal and/or Prohibited Content under the Content Services Code 2008 and Schedule 7 of the Broadcast Services Act, set out below are types of content that Optus considers are otherwise so extreme that they are banned by Optus and must not under any circumstances be made available via the Optus Mobile Network.

- (a) Sexually Explicit Material:

Content of a highly explicit nature, the sole purpose of which is sexual entertainment. The following applies to heterosexual and homosexual activities:

- (b) Minors and role playing:

Content depicting or implying that a person who is (or appears to be under) 18 years of age is engaged in sexual activity, or presented in a sexually provocative manner which may include depictions involving adults role-playing as non-adults.

- (c) All Optus' Managed Premium Managed Partners supplying 'Adult Content' must confirm the models in the images supplied are over 18 years of age.

- (d) Abusive sexual activity:

- (i) Sexual violence e.g. sexual assault and / or rape.

- (ii) Content (including dialogue) likely to encourage an interest in abusive sexual activity (e.g. paedophilia, incest).

- (e) Sado-masochistic activity:

- (i) Content depicting or implying infliction of constraint, coercion and pain or physical harm in a sexual context.
  - (ii) Content depicting or implying the use of and form of physical restraint, for example, gags and bonds.
- (f) Other Fetish sexual activity:
  - (i) Content depicting or implying niche fetish activity not covered by the Adult Restricted Access Matrix; for example necrophilia, defecation, and urolagnia.
  - (ii) Content depicting or implying content that may not be covered by the Adult Restricted Access Matrix but is exploiting vulnerable people; for example, disabled or elderly people.
- (g) Bestiality:
  - (i) Content depicting or implying bestiality.
- (h) Live adult erotic webcams:
  - (i) Live webcams providing or showing the provision or adult erotic services.
- (i) Use of sexual objects / props:
  - (i) Content depicting the use of sex props that are excessively large (relative to normal anatomy).
  - (ii) Content depicting the sexual use of sharp or dangerous objects, or objects that implies illegal or abusive activities; for example the use of guns and knives, bottles, children's toys, religious artefacts, household appliances or sports equipment.
- (j) Violence
  - (i) Content depicting actual instances of harm or distress to people or animals where used as a form of entertainment, excluding the reporting of an incident of public interest within news or documentary content or any fictional content is acceptable under the COB guidelines.
  - (ii) Extreme or gratuitous violence, including restraint, torture, sadism, mutilation or execution.
  - (iii) Exploitative / sadistic violence towards vulnerable and defenceless people or animals.
  - (iv) Self infliction of extreme pain or physical harm resulting in permanent damage or death.
  - (v) Content that incites violence.
- (k) Racial Hatred (or other forms of discrimination)

- (i) Content which incites racial hatred (or other forms of discrimination)

#### 9.3.8 'Restricted' Content

- (a) In accordance with the Content Services Code 2008 and Schedule 7 of the Broadcast Services Act, content which could or would be pre-assessed as 'MA15+' or 'R18+' in accordance with the Classification Board Guidelines must not be made available via the Optus Mobile Network to a customer unless:
  - (i) that customer has requested access to Restricted Content,
  - (ii) that customer has been verified as being 18 years or over (Age Verification) in a manner approved via Optus,
  - (iii) the content being accessed is in compliance with the access levels and content ratings as stated in the Optus Restricted Access Matrix .
- (b) All Restricted content which requires 'Age Verification' before it can be made available to customers must sit behind Optus approved content controls which ensures that only age verified customers are allowed and able to access Restricted Content.
- (c) It is an Optus requirement that all age restricted content supplied over the Optus Mobile Network is required to be supplied via the Optus' Proprietary platform 'Atomic' otherwise known as 'Premium Plus'. No 'Restricted' content is to be supplied unless age verification has been completed by the Atomic platform. Under no circumstances is restricted content to be supplied or masked under the guise of a non adult prefixed short code. The '195' and '196' short code prefixed ranged are mandated as the only number range prefixes that can be used by Optus Premium Managed Partners and their tier-two content providers for the supply of restricted content.
- (d) All 'Restricted Content' must be pre-assessed in accordance with the Classification Board Guidelines by a Classification Board trained Content Assessor before it is made available via the Optus Mobile Network and on request from Optus, the content provider must be able to show evidence of this pre-assessment.
- (e) For the purposes of this policy, content which is classified by the CB or assessed by a Content Assessor as equivalent to a CB classification over and above "M" will be considered 'Restricted Content' by Optus.

#### 9.3.9 'Unrestricted Content'

- (a) In accordance with the Content Services Code 2008 and Schedule 7 of the Broadcast Services Act, content which could or would be assessed as 'M', 'PG', or 'G' in accordance with the Classification Board Guidelines (content which is not Illegal Content, Prohibited Content or Restricted Content) can be made available via the Optus Mobile Network without 'Age Verification' or 'Content Controls'.
- (b) All Unrestricted Content which could or would be pre-assessed as 'M' must be assessed in accordance with the Classification Board Guidelines by a Classification Board trained Content Assessor before it is made available via the Optus Mobile Network and upon request from Optus, the Premium Managed Partner must be able to show evidence of this pre-assessment.

#### 9.3.10 'Taste and Decency'

- (a) In addition to the content standards policies set out in this document, Optus reserves the right to direct Premium Managed Partners to take down content or restrict access to content that does not meet the community standards of 'taste and decency'. This must take place within 1 business day of receipt of the written direction from Optus.

#### 9.3.11 Operational Policies

- (a) Content which is made available via the Optus Mobile Network must be offered under a binary system of access:
  - (i) Unrestricted Access; and
  - (ii) Restricted Access.
- (b) Content which has restricted Access must be protected by Content Controls. At the time of publishing this document there is no form of automated Content Controls in place meaning that content which has a Restricted Access classification must not be made available via the Optus Mobile Network.

The table below sets out the Optus Content Standards Policies that operate within this Binary System.

*There is an overlap regarding 'M' rated content in the below table. Optus does not allow either nudity or drug references however the 'M' classification does. Please see 10.1.4 for further clarification.*

*Note: Managed Premium Managed Partners should pay particular attention to this table as this may differ from carrier to carrier.*

Category	Classification Board Rating	Available via Optus Mobile Network	Access	Content Controls required
Illegal Content	N/A	NO	Not Allowed	N/A
Prohibited Content	X and RC	NO	Not Allowed	N/A
Banned Content	N/A	NO	Not Allowed	N/A
Restricted Content	M (See <b>10.1.4</b> ), MA15+ and R18+	Yes ( <b>only within guidelines provided in <i>Restricted Access Matrix</i> eg most of M, but no MA15+ or R18+.</b> )	Restricted	Yes
Restricted Content	G, PG , M	Yes ( <b>only within guidelines provided in <i>Restricted Access Matrix</i>.</b> )	Unrestricted	No

#### 9.3.12 Pre-Assessment

- (a) Premium Managed Partners must ensure that pre-assessment of content is undertaken by individuals who have completed the relevant Classification Board training. Optus recommends that each Managed Partner have at least two staff at all times in their employment that have completed the Classification Board training.

## 9.4 Music Policy

### 9.4.1 Principles

The principles underlying this policy are reflective of prevailing community standards, the Classification Board *Guidelines for the Classification of Films and Computer Games* and the *ARIA/AMRA recorded Music Labelling Code of Practice*.

### 9.4.2 Specific principles underlying these guidelines are:

- (a) Adults in a democratic society should be free to listen to what they wish within the standards of morality, decency and propriety generally accepted by reasonable adults; and
- (b) Consumers should be supplied with sufficient information so that they can make informed decisions, including:
  - Music products which may offend; and
  - Music products which may be unsuitable for minors.

#### 9.4.3 Optus Policy Requirement

- (a) Where the carrying of a certain track or artist has had, or is seen to have the potential to create, a negative impact on the Optus brand, Optus will instruct the take down of such artist or track and removal must occur and be confirmed within 1 business day of receipt of instructions.
- (b) Any marketing, advertising or joint promotion activities on TV, radio or any other audio / visual medium must not include playing any music tracks that contain profanity, sexual or violent themes.

#### 9.4.4 Optus Requirements for Music

- (a) Labelled Tracks
  - (i) Tracks labelled Level 1 and Level 2 according to the *ARIA/AMRA a Recorded Music Labelling Code of Practice* can be made generally available.
  - (ii) Tracks labelled Level 3 according to the *ARIA/AMRA a Recorded Music Labelling Code of Practice* will only be available to persons aged 18+ years of age and therefore must sit behind content controls. Labelled tracks will not be available upon the Optus Mobile Network until restricted access content controls have been deployed by Optus and access to these tracks is only provided via these restrictive controls.
  - (iii) If the Premium Managed Partners contractual requirements require all metadata to remain unchanged, the Premium Managed Partner is still required to present tracks as they are supplied. However, the Premium Managed Partner must display "Explicit" next to a title, or if possible show a warning icon.
  - (iv) Therefore labelled tracks will be appropriately identified. Possible formats are:
    - Fuck It (explicit),
    - Fuck It (WARNING ICON); or

(v) Radio-edits of labelled tracks will be appropriately be identified. Possible formats which will be consistent with physical (CD) and online labelling are:

- F\*\*K It (radio edit); or
- F\*\*K It (clean).

(vi) Radio edits of labelled tracks will not be restricted to persons aged 18+ and *will not sit behind content controls*

(vii) In addition to the above, Premium Managed Partners must cross-reference tracks with available information regarding status of labelling of labelled tracks as per the ARIA listing.

ARIA labelled titles are available at <http://www.aria.com.au/pages/labelled-titles.htm>

Lists are available for :

- 1996-2001 (Tier 1 and Tier 2 labels)
- 01/04/03 – 31/03/04; 01/04/04 -31/03/05; and 01/04/05 – current.

These lists indicate Australian Distributor / Artist / Title / Format / (album Single) / Classification level / catalogue level

(viii) Tracks labelled Level 1 and Level 2 must be labelled with the appropriate warning, as outlined in The *ARIA/AMRA a Recorded Music Labelling Code of Practice*.

(b) Not carried artist and / or tracks

(i) NOT TO BE SOLD - Product containing lyrics which promote, incite , instruct or exploitatively or gratuitously depict drug abuse; cruelty; suicide; criminal or sexual violence; child abuse; incest; bestiality; or any other revolting or abhorrent activity in a way that causes outrage or extreme disgust to most adults. These recordings are not permitted to be released and / or distributed.

(ii) Triggers for Optus to review a track to decide its suitability to be carried or withdrawn from any premium SMS or Optus portal platform:

(A) The track has been withdrawn by national or online retailers;

(B) Increasing controversy regarding a track or artist;

(C) Optus Customer Care feedback based upon customer complaints;

- (D) Removal of track from radio broadcasters play lists; and
  - (E) Where the carrying of a certain track or artist has had, or is seen to have a negative impact on the global brand, Optus will instruct the "take down" of such an artist or track and removal must occur and be confirmed within 1 business day of receipt of instructions.
- (c) Promotional Tracks
- (i) Any marketing, advertising or joint promotion activities on TV, radio or any other audio / visual medium must not include playing any music tracks that contain profanity, sexual or violent themes.
  - (ii) Consideration will be given to the above elements of this policy regarding tracks that are selected for promotional purposes.
  - (iii) Teaser (promotional / free) tracks will have regard to the above elements of this policy. Further teaser (promotional / free) content must have due regards to the audience, and will be labelled appropriately.

## 9.5 Take Down and Classification Process

### 9.5.1 Optus Determined Content breaches of Applied Policies

- (a) The escalated complaints body or Optus-authorized agent may issue directions to a Premium Managed Partner to take down any content service determined to be in breach of the MPS Code or the Content Services Code. Upon receipt of a direction from the aforementioned body, the relevant service provider(s) are required to implement and comply with such a direction by 6pm on the next business day.
- (b) When Optus decides that content submitted by a Premium Managed Partner should have been pre-assessed as "Restricted" (whether or not there has been a complaint relating to this content) and requires the removal of that content, the Premium Managed Partner will be required to reassess this content immediately. As a follow up to this reassessment the Premium Managed Partner will need to comply with the provisioning of this service in-line with the Optus Restricted Access Matrix.
- (c) In instances where restricted access content or services are found not to be behind restricted access controls on the Optus Premium Plus "Atomic" Platform and they are operating under an unrestricted short code, this content / these services must be removed by 6pm on the next business day after receipt of notification from Optus.

- (d) If removal of the offending content does not take place by 6pm on the following business day, Optus reserves the right to automatically restrict Optus customer access to the short code. Optus will endeavour to consult with the Premium Managed Partner prior to any take down.
- (e) This policy also applies to "Non Restricted" services. If Optus requests the investigation and takedown of unrestricted content or services (whether or not there has been a complaint relating to this content) and requires the removal of that content, the Premium Managed Partner will be required to reassess this content immediately and comply with its removal by 6pm on the following business day, of Optus escalation notification.
- (f) If the Premium Managed Partner disputes the Optus assessment of this content the Premium Managed Partner must continue to comply with Optus' notice to take-down / remove the content until an agreement can be reached.
- (g) In instances where blatant breaches of Optus content policies have taken place Optus reserves the right to restrict the access of Optus Customers to this content / shortcode/s immediately.

**Important Note:** *Optus will only permit the reinstatement of the content or services in question in-line with the classifications as detailed in the Restricted Access Matrix, i.e. where applicable, behind restricted access controls. Content reinstatement or reactivation of offending short codes will necessitate direct correspondence or discussion and agreement between the Premium Managed Partner and either the Optus Premium Services Product Manager or Optus Premium Service Business Manager prior to any further access being permitted on these short codes / services.*

#### 9.5.2 Optus Determined breaches of Applied Content Ratings and / or standards

- (a) If Optus decides that content supplied by a Premium Managed Partner breaches Optus' Applied content rating standards, then Optus will instruct the Premium Managed Partner to:
  - (i) For content that should have been assessed as "Restricted", that the Content be put behind a 195X or 196X short code within one working day.
  - (ii) For content that should have been assessed as "Not Allowed", that the service be terminated immediately.
- (b) The Premium Managed Partner must confirm with Optus as soon as the content has been taken down (removed). If this does not take place within the timeframes stated above, Optus will disconnect the relevant service/s.
- (c) There is no escalation procedure where Optus deems that the content has breached Optus' Content Rating Policy.

## 10 APPENDIX 1: OPTUS RESTRICTED ACCESS SERVICES CLASSIFICATION MATRIX

### 10.1 Optus Zoo Web and WAP (on-deck content offerings)

10.1.1 Optus has adopted a more conservative position in relation to the content offered within the Optus Zoo web and WAP portals. Restricted Access content will not be made available within the Optus Zoo web and WAP portals.

10.1.2 Whilst these requirements have been noted in the *Restricted Access Services Content Policies* section of this document these particular requirements have singled out again in the following bullet points so as to leave no doubt as to Optus' on-deck premium content position.

10.1.3 No content with a CB rating over and above 'M' classification may be available for viewing, listening or purchase on-deck. In addition Optus has the following requirements in relation to on-deck content offerings;

10.1.4 Optus deems the following to be **unacceptable** for on-deck premium content regardless of CB classification:

- (a) Any content containing nudity, whether justified by context or not. (applicable to services residing within the Optus Zoo web and WAP portals). This includes any 'M' content containing nudity.
- (b) Any material promoting or encouraging prescribed drug use (applicable to services residing within the Optus Zoo web and WAP portals). This includes any 'M' content containing drug references.

Optus Restricted Access Services Classification Matrix

	Rating	Title	Description	Male Male	Comments
	CS1.0	Glamour Topless			
Unrestricted G, PG or M	CS1.1	Lingerie	Single Model, no nudity, must be wearing bra and panties / swimwear/ etc. No Nipples, no nipple shadow, no nipple covers, no pubic hair or see through underwear. Can include full rear view if wearing G-String/panties. No sexually suggestive touching or position.		Use of objects to convey sexual activity covers the handling, kissing, licking or sucking of phallic-like objects.
Unrestricted G, PG or M	CS1.2	Glamour	Single Model, no nudity, must be wearing bra and panties / swimwear/ etc. No Nipples, no nipple shadow, no nipple covers, no pubic hair or see through underwear. Can include full rear view if wearing G-String/panties. No sexually suggestive touching or position.	Penis must not appear erect under clothing	Use of objects to convey sexual activity covers the handling, kissing, licking or sucking of phallic-like objects. <b>Borderline images with the hand positioned over genital area, if this implies masturbation the image will be uplifted to CS2.6</b>
Unrestricted G, PG or M	CS1.3	Medium Shot Female Nude – rear	Medium shot of single model, can include full rear view but not with legs up or apart. No pubic area/hair, outer lips and/or anus. No use of objects to imply sexual activity	No Penis or genitalia visible	
Unrestricted G, PG or M	CS1.4	Topless	Single Model, no genitalia, no pubic hair, can include full rear views in <b>CS1.3</b> . No sexually aggressive touching or position. No use of objects to imply sexual activity.	Penis must not appear erect underneath clothing	Sexually suggestive contact includes hand to breast but excludes kissing/licking of breasts, or any hand contact with the public area and

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					genitalia.
Restricted MA15+ or R18+	CS1.5	Topless with sexual suggestion	As <b>CS1.4</b> above, but in a limited sexually suggestive pose	Penis must not appear erect underneath clothing	<b>Borderline images with the hand positioned over genital area, if this implies masturbation the image will be uplifted to CS2.6</b>
Restricted MA15+ or R18+	CS1.6	Female Female Topless	More than one model, no genitalia, no pubic hair, can include full rear view. Limited sexually suggestive touching or position (See Comments). No use of objects to imply sexual activity		
	<b>CS2.0</b>	<b>Nudity/Initial Sexual Contact</b>	<b>Description</b>	<b>Male Male</b>	<b>Comments</b>
Restricted MA15+ or R18+	CS2.1	Female Female Topless Touching	More than one model, no genitalia, no pubic hair, can include full rear view. Can include kissing, sexually aggressive touching of themselves or each other (See Comments). No use of objects to imply sexual activity.	n/a	Sexually suggestive contact includes hand to breast but excludes kissing /licking of breasts, or any hand/mouth contact with pubic area and genitalia
Restricted MA15+ or R18+	CS2.2	Female Male Topless Touching	More than one model, no genitalia, no pubic hair, can include full rear view. Can include kissing, sexually aggressive touching of themselves or each other (See Comments). No use of objects to imply sexual activity.	Applies to male to male	Sexually suggestive contact includes hand to breast but excludes kissing /licking of breasts, or any hand/mouth contact with pubic area and genitalia

<p><b>Restricted MA15+ or R18+</b></p>	<p>CS2.3</p>	<p>Medium Shot Female Nude – Front</p>	<p>Medium shot of single model, can include full rear view or full frontal but not with legs up or apart. Pubic area /hair may be seen but no view of inner lips. No anus visible. No use of objects to imply sexual activity</p>	<p>No Penis or genitalia visible</p>	<p>Sexually suggestive contact is as above, however;  <b>This category is sensitive due to the physical variations that occur between the models. This and the fact that in some images the model may be shaved, could uplift some images to CS3.1</b></p>
<p><b>Restricted MA15+ or R18+</b></p>	<p>CS2.4</p>	<p>Female Female Nudity</p>	<p>Nudity as described in <b>CS2.3</b> but with more than one model. Can include kissing/licking of breasts but excludes kissing /licking/touching of genitalia. No use of objects to imply sexual activity</p>	<p>n/a</p>	<p>Sexually suggestive touching excludes any hand/mouth contact with the pubic area and genitalia</p>
<p><b>Restricted MA15+ or R18+</b></p>	<p>CS2.5</p>	<p>Female Male Nudity</p>	<p>More than one model, no male genitalia or pubic hair, female nudity as <b>CS2.3</b>. Can include kissing/licking of breasts but excludes kissing/licking/touching of genitalia. No use of objects to imply sexual activity.</p>	<p>Applies to Male to Male</p>	<p><b>When using video content, if soundtrack is used to imply that penetration is occurring, the rating would be uplifted to CS10.1 (penetrative sex).</b></p>
<p><b>Restricted MA15+ or R18+</b></p>	<p>CS2.6</p>	<p>Non- Penetrative Female Masturbation</p>	<p>Medium shot of single model, can have legs up or apart but no view of genitalia or pubic area, no penetration with fingers, no excretion. Hand must cover pubic area or be inside/outside of G String/panties. No use of objects to imply sexual activity Pubic area /hair may be seen but no view of inner lips. No anus visible. No use of objects to imply sexual activity</p>	<p>n/a</p>	<p>Borderline in video when hand in underwear and ecstatic facial expression. <b>If it implies penetration then the image would be uplifted to CS6.1</b></p>

	CS3.0	Genitalia	Description	Male Male	Comments
Restricted MA15+ or R18+	CS3.1	Medium Shot Female Genitalia	Medium shot of naked model in which pubic area and genital area detail may be seen and can include legs up or apart. Picture is not to be solely of pubic area. No excretion, no penetration, no pulling apart of lips. No anus visible. No use of object to imply sexual activity	n/a	
Restricted MA15+ or R18+	CS3.2	Medium Shot Male Genitalia	Medium shot of naked model in which public area and genital detail may be seen and can include legs up or apart. Picture is not to be solely of pubic area. Penis visible but not erect (45 degrees). No anus visible. No use of objects to be used to imply sexual activity	Applies male to male	Please Note: In some local markets male nudity may be considered more restrictive than some of the categories in CS4.0 and above
	CS4.0	Female Non-penetrative Sexual Contact	Description	Male Male	Comments
Restricted MA15+ or R18+	CS4.1	Female Female	Medium shot of mutual masturbation or implied oral sex. No visible penetration with tongue, fingers or object etc. No tongue on genitalia, if penis visible then must not be erect. Normal sized and shaped phallic objects can be used in the shot but not in penetrative oral or genital manner	n/a	
Restricted MA15+ or R18+	CS4.2	Female Male	Medium shot of male masturbating female or implied oral sex (cunnilingus). No visible penetration with tongue, fingers etc. No tongue on genitalia, if penis visible then must not be erect. Normal sized and	n/a	

			shaped phallic objects can be used in the shot, but the objects must not touch the genitalia.		
	<b>CS5.0</b>	<b>Close Up Female Genitalia</b>			
<b>Restricted MA15+ or R18+</b>	CS5.1	Natural/Open	Close up of model where picture is mainly of pubic/genital area. If penis is visible then must not be erect. Pose may allow inner or outer lips and genital detail including anus to be seen. No excretion. Normal sized and shaped phallic objects can be used.		
	<b>CS6.0</b>	<b>Female Penetrative Masturbation</b>			
<b>NOT ALLOWED (X18+/RC)</b>	CS6.1	Fingers/Objects	As per CS5.1 but with penetration of vagina with finger or object. No anal penetration	n/a	Only phallic objects of normal size and shape can be used in the shot.
	<b>CS7.0</b>	<b>Female Penetrative Foreplay and Cunnilingus</b>			
<b>NOT ALLOWED (X18+/RC)</b>	CS7.1	Fingers	Male or female finger touching or inserted into another females vagina or anus. If penis visible then must not be erect.		
<b>NOT ALLOWED (X18+/RC)</b>	CS7.2	With Tongue/Object	As CS7.1 but penetration with tongue or object	n/a	Only phallic objects of normal size and shape can be used in the shot.

	<b>CS8.0</b>	<b>Erect Male Genitalia</b>			
<b>NOT ALLOWED (X18+/RC)</b>	CS8.1	Medium shot erect penis	Medium shot of model from a distance with penis erect, picture not solely of erection. No touching, no penetration, no excretions or simulation of excretions.	Applies Male to Male	
<b>NOT ALLOWED (X18+/RC)</b>	CS8.2	Close Up	Close up of model where picture is solely of genital /pubic area. Anus may be shown. No touching, no penetration, no excretions or simulation of excretions.	Applies Male to Male	
<b>NOT ALLOWED (X18+/RC)</b>	CS8.3	Masturbation of Male by self or female	Medium or close up shot of with erect penis. Penis may be touched / rubbed by subject or woman or simulated ejaculation.	Applies Male to Male	
<b>NOT ALLOWED (X18+/RC)</b>	CS8.4	Oral Sex - Fellatio	Medium or close up shot of female performing fellatio with man. No ejaculation or simulated ejaculation.	Applies Male to Male	
	<b>CS9.0</b>	<b>Penetrative Sex / Ejaculation</b>			
<b>NOT ALLOWED (X18+/RC)</b>	CS9.1	Penis / Vagina	Shot of vagina being penetrated by penis, can be close up. No ejaculation or sign of ejaculation.	n/a	
<b>NOT ALLOWED (X18+/RC)</b>	CS9.2	Ejaculation	Shot of vagina being penetrated by penis, can be close up. No ejaculation or sign of ejaculation.	Applies Male to Male	
<b>NOT ALLOWED (X18+/RC)</b>	CS9.3	Finger / Anus	Shot of anus being penetrated by finger, can be close up	Applies Male to Male	

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<b>NOT ALLOWED (X18+/RC)</b>	CS9.4	Penis, Tongue or Object / Anus	Shot of anus being penetrated by penis, can be close up. Anus can be seen being penetrated by other objects	Applies Male to Male	Only phallic objects of normal size and shape can be used in the shot.
<b>NOT ALLOWED (X18+/RC)</b>	CS9.5	Double	Simultaneous penetration of anus and vagina by penis, fingers and / or objects		Only phallic objects of normal size and shape can be used in the shot.

## 11 APPENDIX 2: REFERENCE WEB SITES

*Optus Premium SMS Web Tool*

<https://premiumplus.optus.com.au/businessManagementWeb/login.jsp>

*Australian Communications and Media Authority*

<http://www.acma.gov.au>

*Communications Alliance*

<http://www.commsalliance.com.au/>

*Classification Board – CB (Previously OFLC - Office of Film & Literature)*

<http://www.classification.gov.au/>

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