

Lebanese Republic
Ministry of Telecommunications
Deontology Code
Of the Mobile Applications

1 PREFACE

This code is aimed at the content aggregators and mobile app developers for the mobile applications. The aim of this code is to protect the Lebanese consumer and regulate various aspects relating to the introduction and exploitation of such services.

This code is issued by the Lebanese Ministry of Telecommunications. Its enforcement is obligatory to every Lebanese or foreign company hoping to develop mobile apps to Lebanese consumers.

Furthermore, the Ministry of Telecommunications reserves the right to amend it unilaterally and transmit it to the service providers who will be under the obligation to implement it as soon as they receive it or from the date indicated by the Ministry

2 INTEGRITY AND LOYALTY OF SERVICES

The service provider shall undertake to offer an operational honest and loyal service: To this effect, the user should not be misled concerning the content and the accurate possibilities of the proposed products and services no matter how.

2.1 INFORMATION OF USERS

The Service provider must communicate to the User or make available to him, clearly and unequivocally by any suitable method, and in accordance with the communication and design charters:

- Pricing information
- The essential features of the Service
- The essential conditions necessary for delivering the Service
- All details that can enable a person to express a claim

The Service Provider notifies the User about the frequency of update or management of the Service, notably providing the date and/or time when these are necessary to complete the information to the User.

When the Service requires the use of personal data or private information or when the User may be encouraged to communicate (e.g. services that connect users), the Service Provider informs the User on the use that may be made of such information

When the Service is subject by its nature to particular restrictions, the Service Provider shall alert the User.

2.2 LOYALTY OF SERVICE

2.2.1 Loyalty towards Users

The Service Provider offers loyal service. This being so, the User shall in no way be misled as to the content, prices, options or modalities of delivering the proposed service.

In the case of subscription services, the Service Provider must take care that the unsubscription remains simple, easy to access and free of cost for the User.

It is forbidden to start providing a service without the express and informed consent of the User.

All advertising message within the Service must be identified as such.

The Service Provider shall not use the contact details of a User, particularly his phone number or his email address without his express consent

The Service Provider should never collect personal information from the User without the express permission of the User.

Similarly, in the case of purchase or lease of files, the Service Provider shall ensure from his supplier the compliance with the Lebanese laws and regulations in force, the responsibility of the Service Provider remaining engaged.

The Service Provider shall modify or withdraw immediately from his Service the personal information of a User when the User complains that such information was listed on the Service without his consent.

Beyond personal information, the Service Provider shall not require the User to send information that is not necessary for the provision of the Service or having no direct connection with it, neither in kinematics of the Service nor in its communication.

The Service Provider, based on the technical information available to him or on information provided to him by the User, should not initiate the billing of a Service that could not be provided to the User for any reason whatsoever and shall inform the User accordingly.

2.2.2 Loyalty towards professionals

In general, the Service Provider shall not infringe in any manner whatsoever to the image, the reputation of institutions, organizations involved in setting the rules governing this activity.

It is forbidden to use a trademark or a company name to promote his service without the express permission of the copyright owner entity.

2.2.3 Loyalty towards competing Service Provider

The Service Provider shall:

Compete fairly and undertakes not to intervene on a Service with the intent to impair its proper operation, to harm a competitor or Service Provider or to divert Users

Perform preliminary research so that the name, logo, description and whole identity of the Service cannot be confused with existing ones, or infringe the rights of third parties

Refrain from any practice likely to mislead, even potentially, or create any confusion between himself and a competing Service Provider or between his Service and the Services of competing Service Provider.

In their activity, the competition between the Service Providers must be practiced in a faithful way. Furthermore, the Service Provider shall refrain from denigrating, no matter how, the services offered by the other competing Service Providers, indeed even from intervening in the content of the other Service Providers' services or from disrupting the access to the users for these same services.

2.2.4 Loyalty towards Operators

The Service Provider agrees not to infringe in any manner whatsoever the image or reputation of the Operators.

He must:

Respect the objective of his Service as it was declared to the Operator,

Refrain from any practice likely to mislead, even potentially, or create any confusion between himself and the Operators or between his Service and the Services of Operators.

2.2.5 Loyalty towards beneficiaries

The Service Provider shall offer a service that may not harm or infringe any patent, trademark, copyright or other intellectual property rights.

The Service Provider shall be responsible for obtaining the necessary approvals upon request for the reproduction and dissemination of works or excerpts from works used in connection with the Services from the concerned Societies of Authors and to settle compensation due in respect of rights of reproduction as well as public disclosure of such works or excerpts of works

2.2.6 Essential conditions necessary for delivering the Service

The Service Provider shall inform in a clear and explicit the User of all essential restrictions that may prevent or limit the performance of the Service.

2.2.7 Services not compatible with all terminals:

The Service Provider offering a service that is not compatible with all brands/models/operating systems versions of terminals must inform, without surcharge, Users of the existence of the supported devices list, or the list of terminals with which the Service is not compatible, as well as the ways to access this list.

3 SOLE RESPONSIBILITY OF THE SERVICE PROVIDER

It is usual that a Service Provider establishes agreements, alliances or partnerships of any kind with Content Providers media or any other party for the promotion or exploitation of his service.

In the case of such partnerships, the Service Provider should, under his own responsibility and by his own Means, make sure that all his partnerships are in conformity with the rules established by this Code.

The Service Provider shall remain, towards the Ministry, the only and unique party entirely and exclusively

responsible for any violation of this code provisions resulting from the content, the promotion or the exploitation of any service which is granted to him

4 THE SERVICE CONTENT

The service provider shall undertake not to use or suggest the representation of activities against the laws in force and therefore not to damage the image of the operator and that of the other services providers.

The service provider shall undertake to avoid every risk of confusion between himself and the operator in the given service or between himself and other service providers. The use of the operator logos and brands must be first approved in writing.

In particular, the service provider shall undertake not to put at the public's disposal:

- Violence inciting or pornographic content;
- Content susceptible, by their nature, to undermine the respect for human dignity, for equality between men and women and for the protection of children and teenagers;
- Content encouraging .to commit crimes or offences or inciting to the consumption of banned substances;
- Content encouraging discrimination, hatred or violence; "blood sceneries"
- Content spreading advertisements of meeting between persons respecting the Lebanese Law;
- Content that may clash with religious or political convictions or question the respect for religious and political pluralism in Lebanon.

The Service provider undertakes that:

- All provided applications are safe and free of hidden features, malware, viruses, defects...
- All provided applications must not misuse or abusively use MIC2's network capacity or bandwidth in case they require access to MIC2's network.
- All related data to the provided applications shall be accurate and complete.
- All provided applications must not contain any offensive, obscene, or any prohibited or restricted material by the Lebanese rules, regulations and laws.
- All provided applications must not be misleading in use or loaded with keywords in a manipulative way.
- All provided applications must not cause any memory corruption defects to any user's device.
- Any and all information and/or documents and/or Data related to MIC2 or to any user shall be treated by the service provider as highly confidential.
- All provided applications Are in accordance with all Lebanese and/or foreign legislative and regulatory requirements.
- All provided applications Do not infringe the rights of any third party or cause MIC2 to infringe any such rights.
- All provided applications Are in compliance with the public order, the public security and the morals.
- In no case shall MIC2's approval on the provided applications by service provider relieve the service provider from its liability with respect to such provided applications and/or their contents.
- Uninstalling apps should be smooth and easy.
- The service provider shall undertake to inform the users, in his advertising messages, about the service price in a clear and unequivocal way.
- The service provider undertakes to apply the terms set forth in this code to the advertisements published through the Applications store.
- The service provider can use numbers that pass in transit through his service only within the framework of a technical support case demanded by the customer or made obligatory after a

brief fault of the service.

Under no circumstances, the service provider can:

- Use the numbers to promote an extension of his service
 - Use the numbers to promote other services
 - Transmit freely or for payment a part of or the whole numbers in his possession to a third party in Lebanon or abroad.
- The service provider undertakes to make all arrangements it deems necessary with all parties concerned, in order to indemnify MIC2 and hold it harmless against any claim, action, costs, expenses, charges, payment, or others arising out of or in connection with any infringement or attempt of infringement caused by:
- The fact that any provided application performed any of the following actions:
 - a. Activity monitoring and data retrieval such as but not limited to:
 - Sending any email from any user's device to a hidden 3rd party address.
 - Tap to calls or open microphone recording.
 - Retrieve stored data, contact lists or saved email messages.
 - b. Unauthorized dialing and SMS.
 - c. Unauthorized network connectivity.
 - d. UI Impersonation.
 - e. Malicious system modification.
- Any data leakage (such as but not limited to: The location, the user ID info: name, number, device ID, Authentication credentials, Authorization token), and any unsafe sensitive data storage (sensitive data should always be stored encrypted) and any unsafe sensitive data transmission (sensitive data shall be encrypted in transmission to avoid any tap by any attacker).

(Sensitive Data shall not be limited to: Phone identifiers such as IMSI or IMEI, Address Book, Account Details, E-mail, Stock application data, Banking Data, GPS Location(s), Web History, User's Dictionary, Images, Notes, Calendar Appointments, Call Logs, Encryption Keys).

- **Services of connecting registered Users with each other**

In the cases where simultaneous or almost simultaneous exchange between Users, identified or not identified with certitude, is allowed by the Service:

 - Public contents must be monitored
 - Rules of conduct complying with these recommendations must be brought to the knowledge of the public through all means suited to the communication medium used
 - A disclaimer must be displayed to the User at the beginning of the communication, stating that he may be banned from the Service if his conduct violates these rules
 - Minors should be informed explicitly that they should not provide any personal contact information
 - A warning page should be displayed on entering the application. The message may be based on the following text: "To communicate safely, we recommend strongly that you should never provide your personal contact information. You can never be sure of the identity of the person with whom you are communicating. Do you wish to continue?"
- **Classified Advertisement services**

The Service Provider shall:

 - Check the veracity of advertisements

- Provide the necessary updates.
- **Stock market information services**
 - The Service Provider shall comply with the information of the concerned Financial Markets Authority including:
 - The recommendation whose objective is to allow the public to appreciate the scope and reliability of information that is accessed through a service.
 - The recommendation regarding online dissemination of financial information by listed companies, meant for supplementing the previous recommendation.
- **Services appealing to public generosity**
Services used in order to appeal to the generosity of the public should be subject to operator approval for the use of the function of repayment provided by the Operator to the Service Provider as an intrinsic means of collecting donations
- **Services allowing to access a financial compensation**
Services enabling the User to access a financial compensation, directly or indirectly, certain or virtually certain, are prohibited.
- **Services using coordinators**
When the Service uses facilitators (persons or machines), the Service Provider must so state in the description of his service and shall so inform the Users.

5 DEFINITION OF THE TARIFF

5.1 DETAILS OF RATES

In all digital communication (web pages, e-mails, advertising links or banners or written or televised...etc.) and communication via SMS containing a link for direct access to the payment process of the Operator (referred to hereunder as the Link), the Editor must clearly mention the following details on pricing:

- When it is an isolated purchase: " X USD " where X is the total price of the Service excl. VAT for postpaid users
- When it is a subscription to a recurring service: "Subscription: X USD per [periodicity]" (Subscription : X USD per [periodicity]) where X is the total price of the Service excl. VAT for postpaid users

In all above cases, the mention USD must be written in words. The symbol \$ can also be used when it is displayed correctly on the communication medium.

As an exemption, in the particular case where the communication medium is an SMS-MT, a web advertising link in text format not exceeding 100 characters, or a web banner ad with a width less than or equal to 240 pixels:

The terms USD can be replaced by \$

The term "par" (per) may be replaced with a "/"

If the Service is under a pricing promotion (free period, for example), the service provider should indicate this after the pricing details described above.

5.2 ACCESS TO PAYMENT STREAM OF THE OPERATOR

The payment stream of the Operator, referred to hereunder as the Payment Stream, corresponds to all the pages of the Operator allowing to process the payment of the Service (authentication page if necessary, payment validation page, payment confirmation page if required).

The User must have approved to the General Conditions of Service before being directed by the Service Provider to the Payment Stream.

A mechanism for identifying the User based on the collection and analysis of data sent by the user and/or the Operator, identifying him uniquely (for example: MSISDN) must be set up by the Service Provider, prior to accessing the Payment Stream for ensuring that there is no multiple billing of for the same Service and for the same User.

5.3 CONFIRMATION OF USERS

For allowing the User to validate his purchase with full knowledge of facts, the trade name of the Service appearing on the payment confirmation page must be explicit and not lead the User into confusion. This trade name must be similar to that used by the Service Provider for identifying his Service in the communications.

The payment confirmation page of the Operator lists the following information:

- Trade name of the Service
- Price of the Service,
- If applicable, the fact that it is a Subscription service (with the term “subscriber” or derivative: subscriber, subscribed etc.),
- A button or a link for confirming the purchase
- A button or a link for cancelling the purchase.

In case this page is integrated in a site (for example, in the form of iframe), the Service Provider shall make sure that all the information indicated above is readable by the User without the need for any action from him.

5.4 TERMS OF SERVICE ACCESS

Following the Payment Stream, the Service Provider automatically directs the User to the web page on which the User can consume the Service.

In the case of subscription Services, the User may visit this page on his own during the entire subscription period for consuming the Service. He will be so informed by the Service Provider.

In the particular case where the Service has to be consumed on a different digital terminal, the Service Provider must indicate on the page following the Payment Stream the URL of the web page that the User must access for consuming the Service.

In all cases, with regard to a subscription Service, the identification mechanism described in article 1 of the Design Charter allows the Service Provider to recognize the subscribed User and to allow him access to the content.

In case the Service becomes inaccessible during the delivery of the Service to the User, a specific page setting out the reason for the failure, the trade name of the Service, the contact details of the help line will be displayed to the User.

5.5 TERMINATION OF THE SERVICE IN THE CASE OF SUBSCRIPTION SERVICES

The Service Provider provides to the User a link without surcharge:

- Allowing the User to terminate his subscription directly if the Operator allows it
- Otherwise, he is redirected to a page where he can find the instructions to be followed for unsubscribing from the Service.

This link should be visible and clear for the User. For this, the Service Provider must use one of the terms “Unsubscribe” or “Terminate” or “Uninstall” or their derivatives; these must be direct actions without steps to follow or form to fill...etc..

This link appears:

- On the page displayed by the Service Provider following the Payment Stream
- At the location where the Service is consumed
- Where the subscription was offered
- On the home page of the Service Provider where the Service is promoted and/or where the Service is consumed.

5.6 SUPPORT SERVICE FOR USERS

The Service Provider must have a help desk or support service for Users, which can respond to inquiries, complaints and claims regarding the Service. The Service Provider shall provide the best welcome to Users and handle all requests.

This support service should be accessible, with non-premium rates, via:

- A phone number and or an email address.

The support service should provide a response to the User within five business days if the request was made.

The telephone number and/or the email of the support service must appear on all promotional media of the Service when this is possible.

6 RULES OF SERVICES PROMOTION

The service provider shall undertake, in every service promotion medium:

- To avoid every risk of confusion between himself and the operator.
- To communicate explicitly the tariff as abovementioned.
- To indicate his service brand in a precise way.
- To inform the public about his company identity.

To this purposes, the above mentioned information must be clear and unequivocal and legible according to the used medium.

The service provider shall undertake in every service promotion medium:

- Not to use pictures containing human humiliating ; he should particularly pay attention to the protection of minors.
- Not to mislead the users concerning the content and the possibilities of the proposed products and services.

7 KEEPING PERIOD OF CARRIED OUT NUMBERS AND ACTIONS

Every service provider shall undertake to keep clear logs in a database of all the transactions carried out during the requests coming from the customer numbers during a period of two years. He shall undertake to destroy the logs of more than two years.

The unique aim of the keeping must be to carry out a customer support and be able to answer any directive, inquiry or decision issued by judicial or ministerial powers. In case of receipt of such a request, the provider shall undertake to facilitate the work done by investigators or experts appointed by a court of justice.

The filed information must be protected so as not to be modified.

8 GAMES AND LOTTERIES

Every game or lottery must be registered at the concerned Office in the Ministries and obtain an authorization accompanied by an authorization number. The description must include especially:

- The game rules, the date and hour of the game start, the date and hour of the game end.
- The prizes value as well as the precise rules of the winners' choices. If the winners' choice calls for fate, an authorization from the Lebanese National Lottery is required to approve the file.

- The precise dates, hours and places of the winners' selection.
An exhaustive explanatory leaflet about the used advertising mediums.

The promotion of no game is authorized before submitting these rules and obtaining the approval of the committee that sends its- answer after three working days.

The service provider shall undertake to mention, in his service summary, that the game rules are freely at the disposal of any person that demands them as well as these demand modes. The service provider must also mention the number of the authorization obtained from the Ministry.

Whatever the service, the principle of direct or indirect subsidy in any form whatsoever (e.g. lot, purchase voucher, access to another service, promise of a better hope of gain under the competitions with prize notification and lotteries, etc.) and directly related in whole or part to the number of purchases is prohibited.

9 VOTE OPERATIONS

In the case of vote operations through mobile applications, the communication medium must mention clearly, in the case of the numbers voting many times, if the first vote of a given number is the only one took into consideration, the last vote of a given number is the only one took into consideration or if all the calls of the same number are taken into consideration.

10 CONSULTANCY INFORMATION

The consultancy services (medical, legal, etc.) must include clearly, in the service summary or at the beginning of the communication, a warning to the use of users emphasizing that the consultancies included in the data communications service are only given as information and cannot replace a consultancy from a qualified practitioner. These services should indicate the identity of the specialist or specialists who bear the responsibility of the given consultancies- or the means to have access to this information.

11 SERVICES INTENDED FOR YOUTH

Services for young people especially must not include any item, any message or advertisement:

- That may offend the sensibilities of young children and minors
- Presenting in a favorable light any behavior usually considered reprehensible or
- Encouraging young children and minors to consult other paid online services of violent or pornographic nature

12 PENALTIES

Every breach noticed by the Ministry shall lead to the immediate suspension of one or several applications exploited by the service provider. This suspension does not exempt from any legal proceedings that may be started against the service provider by a user or by any other competent authority.