

Landing page approval checklist

Complete one checklist per service and submit it with your service approval request. Tick an item only when it is live on the page and tested on a German mobile connection for every operator you apply for. References marked “Guide” point to the sections of the Kanzaroo DCB Partner Guide Germany.

Company and service		Contact person	
Service URL		Submission date	
Price and interval		Operators	☐ Telekom ☐ Vodafone ☐ O2
Payment flow	☐ Click flow (DCB, number detected via mobile data) ☐ PIN flow (PSMS or Wi-Fi)		

01 Payment flow

REQUIREMENT	REFERENCE
☐ The right flow is used for each connection. On mobile data the number is detected automatically and the customer goes to the operator page (click flow). On Wi-Fi, or when the number is not detected, the customer enters the MSISDN and confirms with an SMS code (PIN flow).	Guide 3.5 · 3.6
☐ The continue button on the service page charges nothing. It only leads to the operator payment page, where the operator shows service, provider, price and mobile number.	Guide 3.5
☐ Every purchase is confirmed twice (double opt-in). On the operator page in the click flow, or with the SMS code in the PIN flow. The code screen repeats the price.	Guide 3.3 · 3.6
☐ The pay button states the price and that the order is paid. For example “Jetzt kostenpflichtig abonnieren – 4,99 €/Woche”. “Weiter”, “OK” or “Start” are not enough for the paying click.	Guide 3.6 · § 312j (3) BGB
☐ The customer acts deliberately at every step. The terms and privacy checkbox is never pre-ticked. No auto-redirects, timers, hidden click areas or buttons where an ad close button is expected.	Guide 3.2 · § 312j BGB
☐ The payment method is shown. The “Zahle einfach über Handyrechnung” logo is displayed and the page says the amount is charged to the mobile phone bill.	Guide 3.2
☐ Errors are handled clearly. Failed payments, wrong codes and connection problems show a message that says what happened and what to do next.	Guide 3.2

02 Price and subscription terms

REQUIREMENT	REFERENCE
☐ Full price per billing cycle including VAT, in euro. For example “4,99 € / Woche inkl. MwSt.”, in German number format.	Guide 3.3 · PAngV
☐ Price, interval and automatic renewal sit next to the button. Large and legible, never in small print, in the footer or below the fold.	Guide 3.6 · § 312j (2) BGB
☐ Automatic renewal is labelled clearly. For example “Verlängert sich wöchentlich bis zur Kündigung”.	Guide 3.1
☐ The price per billing stays within each operator’s cap. Telekom €10, O2 €20, Vodafone €50 (€5 for ringtones, adult videos and HTML5 games).	Guide 4
☐ The billing interval is allowed by each operator. Telekom 7 days or longer; O2 7 days, 14 days or monthly; Vodafone 7 days or monthly.	Guide 4
☐ Trial periods follow the operator rules. Telekom allows trials, but the customer must reconfirm the paid subscription afterwards. O2 does not allow trials. Vodafone only by agreement. The price after the trial and the start of charging are stated.	Guide 4 · UWG
☐ The service is described clearly. Name, main features, what the customer gets and any usage or device restrictions.	Guide 3.3
☐ All accepted payment methods are listed.	Guide 3.1

03 Provider information and legal pages

REQUIREMENT	REFERENCE
☐ Impressum is linked on every page. Company name and legal form, address, managing director, commercial register number, VAT ID and a customer service phone number.	Guide 3.1 · § 5 DDG
☐ Terms, privacy policy and cancellation are linked on every page, in German. They open without leaving the flow and match the service being sold.	Guide 3.3
☐ A support hotline is clearly visible on the service and payment pages. Together with the service name as it appears on the phone bill.	Guide 3.3
☐ All user-relevant pages are available in German. Price, terms, buttons and legal texts are not machine-translated.	Guide 3.2
☐ The whole website runs on HTTPS.	Guide 3.2
☐ The website meets EU accessibility standards. Readable contrast, text alternatives for images and keyboard navigation (WCAG). Mandatory since June 2025.	Guide 3.1 · BFGG

04 Cancellation and withdrawal

REQUIREMENT	REFERENCE
☐ How to cancel is shown before the purchase. On the payment page: cancel at any time via the website or by sending STOP by SMS.	Guide 3.3 · 3.6
☐ A cancellation button is permanently available on the website. Labelled "Verträge hier kündigen", leading to a confirmation page with a "jetzt kündigen" button, without login.	§ 312k BGB
☐ Widerrufsbelehrung is provided before the order. 14-day right of withdrawal with the model withdrawal form.	Guide 3.1 · § 355 BGB
☐ For immediate access to digital content, express consent is collected. The customer agrees to start before the withdrawal period ends and acknowledges losing the right of withdrawal.	§ 356 (5) BGB
☐ Refund requests are handled promptly. In line with operator and consumer protection guidelines.	Guide 3.2

05 Advertising and content

REQUIREMENT	REFERENCE
☐ No misleading claims or fake system messages. No virus or battery warnings, fake prize wins, fake countdowns or scarcity, and no imitations of OS or operator dialogs.	§§ 5, 5a UWG
☐ Ad creatives match the landing page and the service. Banners and traffic sources promise nothing the service does not deliver. All affiliate creatives were reviewed.	Guide 2.2 · 3.2
☐ Youth protection is respected. No targeting of minors. Adult or age-restricted content sits behind an approved age verification system.	JMStV · JuSchG

06 Data protection

REQUIREMENT	REFERENCE
☐ Non-essential cookies and trackers load only after consent. Users can accept, reject or configure cookies. Reject is as easy as accept, and the banner does not cover the price.	Guide 3.1 · § 25 TDDG
☐ Processing of the MSISDN and billing data is disclosed. The privacy policy names purpose, legal basis, recipients (operator, aggregator) and retention period.	Guide 3.1 · Art. 13 DSGVO
☐ Users can exercise their data rights easily. Access, erasure, rectification and data portability.	Guide 3.1 · Art. 15–20 DSGVO

07 After the purchase

REQUIREMENT	REFERENCE
☐ A confirmation SMS is sent right after the purchase. To the customer's MSISDN, with service name, price and billing period, how to cancel and the support hotline.	Guide 3.2 · § 312f BGB
☐ The thank-you page gives immediate access to the service. It repeats the price and how to cancel.	Guide 3.5
☐ Failed charges follow each operator's retry and deletion rules. Telekom: 8 attempts within 60 days. O2: 5 per billing period, deletion after 90 days. Vodafone: 4 per month over 2 months. Retroactive billing only as the operator allows.	Guide 4
☐ Cancellation works end to end. A test subscription was cancelled through each channel and billing stopped.	§ 312k BGB

COMMON REASONS FOR REJECTION

Pre-ticked checkboxes

Hidden or unclear recurring costs

No cancellation instructions

Price or renewal only in small print

Missing German version

Missing imprint or support contact

08 Submission package

Company approval (order form and signed assignment declarations per operator) must be completed first. For the service approval, send the following together with this checklist.

- ☐ Service name and service description
- ☐ User journey with screenshots of every step, per operator and per flow: service page, operator page or PIN screens, thank-you page
- ☐ Live service URL, or demo and test access if not yet live
- ☐ Pricing information: price, billing interval, trial conditions
- ☐ Marketing materials: landing pages, ad examples, banners and a list of traffic sources
- ☐ Links to Impressum, terms, privacy policy, cancellation page and Widerrufsbelehrung
- ☐ Text of the confirmation SMS and any recurring billing SMS
- ☐ Age verification details, if the content is age-restricted

Merchant declaration

We confirm that the service and flow described above meet all requirements in this checklist, and that we will resubmit before changing price, wording or flow.

Name and position	
Place and date	
Signature and company stamp	

This checklist summarises common requirements and is not legal advice. Operator rules change regularly. You remain responsible for the legal compliance of your service.