

9th August 2005

Mobile Operator Premium Text

Code Extension

August 2005

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Contents

Summary

1 - Advertising & Promotion of Premium Text Services

- 1.1 - TV Advertising
- 1.2 - Radio Advertising
- 1.3 - Print & Web-based Advertising
- 1.4 - WAP/MMS/xHTML Advertising
- 1.5 - SMS Advertising

2 - Operation of Service

- 2.1 - User-initiated MO
- 2.2 - Initial Subscription Message
- 2.3 – Monthly Subscription Reminders
- 2.4 – STOP Command Reminder
- 2.5 - STOP Confirmation
- 2.6 - UK Help-line
- 2.7 - Terms & Conditions

9th August 2005

Summary

This document outlines the agreement reached amongst the five licensed UK Mobile Operators (O2, Orange, Vodafone, T-Mobile and 3) in adding further consumer safeguards for subscribers consuming Premium Mobile Subscription Services monetised by charging to the subscribers mobile account, including premium messaging, based on UK short-codes (irrespective of nationality of media.), particularly in the areas of advertising, promotion and the operation of services.

The rules outlined herein have been formulated after receiving input from the individual Operators and the Mobile Aggregator/Content industry's leading players and associations, (Mobile Data Association/Mobile Entertainment Forum), during a 4-week consultation period during June 2005. It has been decided jointly by the relevant Operators that the rules herein will also apply to WAP/xHTML services billed using Premium Text. The Operators have agreed that they will incorporate this revised Code into their Premium Text contracts at the earliest opportunity.

These additional rules are to take binding effect from -

Operation of Service – no later than 31st August 2005

Advertising & Promotion – No later than 31st August 2005. Any content provider unable to meet this requirement must provide supporting evidence from the relevant publisher to the Operators (via their respective aggregators by the 15th August 2005). The Operators will require written evidence that, for the relevant media, the compliance date cannot be met for purely operational reasons and that they have received from the relevant content provider finalised compliant copy by this date. Any submissions should also include dates of expected compliant publication(s).

Any non-compliance by any aggregator and/or service provider will be deemed to be in breach of contract and will result in action being taken under established Operator enforcement policies, which may include immediate termination of the short-code of the offending service. This can be undertaken by any Operator who will advise the other parties to this Code extension of their decision and grounds for termination of the service. Action taken by any other Operator participating in the Code extension will be taken independently and on the basis of its own assessment of the circumstances, its business requirements and contractual terms.

For the purpose of clarity and to avoid confusion, the previous Operator Codes (Phase I & II) issued in November 2004 and January 2005 remains valid unless specifically modified by requirements in the additions to this code.

1 - Advertising & Promotion

1.1 - TV Advertising – relating to Premium Text subscription services must include the following text in a prominent position within the body of the advert –

“Join / Subscribe to [name of service and optional description – maximum of 35 characters] for [cost of service in £] per [billing frequency]” – text must also include reference to any initial charge or fee if relevant

No deviations from or amendments to this text will be allowed in any form whatsoever.

This text must be permanently and statically displayed on-screen for the whole duration of the advertisement and must appear immediately adjacent to the main service short-code advertised in the same font type in monochrome colour and background (black on white or white on black) no smaller than 50%, (or 30 pixels whichever is the larger), than that used for the advertised short-code.

The following is an example;

9th August 2005

“8XXXXX – Join [or] Subscribe to [service name optional] for [cost of service in £] per [billing frequency]”

There must be a voiceover and that voiceover must include reference to any initial charge or fee if relevant. In addition, this text must be spoken as either part or all of the respective voiceover. Additional wording may be included to describe the service in greater detail if required as long as this doesn't interfere with or obscure the above.

1.2 - Radio Advertising - the voiceover for Premium Text Subscription Services shall note the cost per billing period, including any initial charge (e.g. membership, joining fee, etc) and renewing nature of the service as per Clause 1.1. **this text must be spoken as part or all of the voiceover –**

“Join [or] Subscribe to [service name optional] for [cost of service in £] per [billing frequency]”

No deviations from or amendments to this text will be allowed in any form whatsoever.

In addition, the voiceover must include details of a website location where the full terms and conditions of the individual service are displayed.

1.3 - Print & Web-based Advertising - relating to Premium Text subscription services must include the following text in a prominent position within the body of the advert (for adverts spanning more than one page, this text must be displayed on the first page of any advertisement. For Web-based adverts, the text must be visible without requiring the viewer to scroll down to see it) –

“Join [or] Subscribe to [service name optional] for [cost of service in £] per [billing frequency]”

No deviations from or amendments to this text will be allowed in any form whatsoever.

This text must be statically displayed and must appear immediately adjacent to the main service short-code advertised in the same font and background being no smaller than either 50% of that used for the advertised short-code or 10 pts font size, whichever is the greater. The following is an example;

“8XXXXX – Join [or] Subscribe to [service name optional] for [cost of service in £] per [billing frequency]”

In addition, any adjoining small print MUST start with the following text in “This is a subscription service, it will cost (£X) per (billing period) until you send STOP to the [short-code]”- this must be the advertised short-code used for activation of the service.

1.4 - WAP/MMS/xHTML Advertising – relating to subscription services where Premium Text is used as the billing mechanism. NB - Any WAP PUSH MUST be FOC to subscriber (billing event MUST be separate)

WAP PUSH/MMS - as per Web-based Advertising, the following text must be used;

“Join [or] Subscribe to [service name optional] for [cost of service in £] per [billing frequency]”

and this text must appear “above the fold” (i.e.; visible without having to scroll down for WAP ads) prior to consumer being offered ANY specific content or service.

WAP BROWSING – (unprompted subscriber navigation to a site) the following text must be used;

“Join [or] Subscribe to [service name optional] for [cost of service in £] per [billing frequency]”

9th August 2005

and MUST appear immediately prior to and on the same page as content point of purchase (POP).

1.5 - SMS Advertising - For all SMS/MMS or WAP-based advertising, marketing or promotion, the message shall be FOC to the subscriber and begin with the text “FreeMsg”. For SMS-based advertising, marketing or promotion, the renewing nature of the service shall be disclosed, as shall the cost per billing period including any initial charge using the following text –

“Join [or] Subscribe to [service name compulsory] for [cost of service in £] per [billing frequency]” -

No deviations from or amendments to this text will be allowed and multi-part or concatenated messages are also not allowed

For all promotional SMS, WAP & MMS-based advertising, marketing or promotion, the availability of an opt-out command to opt out of further marketing messages shall be provided within the body of the text. This must be STOP to originating shortcode as with other services or “send STOP to XXXXX” if not sent from short-code.

Advertisements remain subject to the relevant advertising industry organisations such as ASA and BACC et al who have a specific remit to ensure that all advertising is compliant with both industry specific regulatory bodies, such as ICSTIS in the case of PMS, and wider advertising regulations and these rules are in addition to any such existing obligations issued by these relevant bodies.

NB – If in any advertisement, irrespective of the media used, there are multiple price points and/or terms and conditions these must be clearly defined within the advert and each grouping thereof must use the prescribed text as above.

In addition, any offers that vary from a fixed cost per billing frequency must include a full description in either the [cost of service in £] or [billing frequency] sections of the prescribed text. E.g –

“Subscribe to [name of service and optional description – maximum of 35 characters] for [Introductory two weeks without charge, £3 per fortnight thereafter]”. It is important to note however that any attempt to over-complicate, mislead or obfuscate the true nature of either the costs or renewing nature of the service by manipulating or extending this text unnecessarily will be deemed to be not in the best interests of our subscribers and therefore in breach of this code.

2 - Operation of Service

2.1 - User-Initiated MO - All subscription services (including but not limited to WAP services using premium text as a billing mechanism and Web-based registration) require opt-in using a subscriber-initiated MO SMS from the handset that will be charged. In the case of Web-based registration, a user-initiated reply containing a positive opt-in (“OK”, “accept”, “yes” et al) to a short-code originated MT is an adequate alternative to an MO-originated subscription registration, which remains the preferred model. To clarify, if a web or WAP service is not initiated by a keywords sent to a shortcode, then the alternative is that a MT message is sent to the user requiring a response from the user using a shortcode based MO message. If the correct response is not received, the registration must be treated as unsuccessful and no charges should be applied to the MSISDN that was used in the attempted registration. After a successful registration, 2.2 below applies

2.2 - Free or Billed Response to Subscription Message - After a user sends an MO message to initiate a subscription service they will receive a MT message containing the following text:

“[FreeMsg. *To be used where the message is FOC to the subscriber*] U have joined [or] subscribed to [name of service and optional description – maximum of 35 characters] for [cost of service in £] per [billing frequency] until you send STOP to [originating service shortcode]. Helpline [UK standard rate or free helpline number].”

9th August 2005

NB - This must be the first message sent to the customer after the MO subscription message. It may be a free-to-receive message or the first of any billing messages. Note - the initiation of any form of subscription service must result in this SMS message being sent to the handset.

No deviations from or amendments/additions to this text will be allowed.

2.3 Monthly Subscription Reminders

The format of the subscription reminder depends on the price of the service, however the obligation is to send the reminder monthly

2.3.1 For services which cost less than or equal to 50p incl VAT per 'product', the cost per 'product' or message must be sent monthly. This may be added to the end of a 'product' message.

For example "FA Premiership HT: Portsmouth 2, Southampton 1. Each text costs 25p

2.3.2 For services costing more than 50p per 'product', the following message must be sent monthly

"[Free Msg. *To be used where the message is FOC to the subscriber*] U are subscribed to [name of service and optional description – maximum of 35 characters] for [cost of service in £] per [billing frequency] Helpline [UK standard rate or free helpline number]."

Additional words may be added to the end of this message, but the above words must be used without deviation or amendment at the start of the message

2.4. STOP Command Reminder

Subscription service users must be sent a reminder of the STOP command. The frequency is determined by the cost of the service. A STOP Command Reminder must be sent every time the spend reaches £20 since last STOP Command Reminder.

If the service is designed to cost less than £20 per month, the service operator may choose to send the STOP Command Reminder every month instead of when £20 has been spent

The definition of 'designed to cost':

A £1.50 daily horoscope service is designed to cost more than £20 per month

A 25p football alert service which could theoretically exceed £20 in a month is not a service designed to cost more than £20 per month

The responsibility for separate STOP Command Reminders may be discharged by including the STOP command in every service message, such as the Monthly Subscription Reminder or in every billing message group.

The body of this message must read as follows:

9th August 2005

“[Free Msg.]U are subscribed to [name of service and optional description – maximum of 35 characters] for [cost of service in £] per [billing frequency] until you send STOP to [originating service shortcode]. Helpline [UK standard rate or free helpline number].”

Additional words may be added to the end of this message, but the above words must be used without deviation or amendment at the start of the message

2.5 – STOP Confirmation - Cancellation resulting from an SMS MO containing STOP must be confirmed by a free MT message. All MT chargeable messages must cease on receipt of STOP command. The STOP Confirmation message may also be used to promote other services, but it should also be clear to the recipient that their original subscription has been cancelled.

2.6 – UK Helpline - Service operators must operate a standard or free rate customer helpline and advertise said number as in Clause 2.2. As an initial entry option to such a customer service helpline, they shall at all times offer direct access to spoken terms and conditions, containing all the information listed in clause 2.2. The Helpline, if manual, must be staffed during normal UK office hours and must provide a message-taking facility outside of these hours.

2.7 – Terms & Conditions - Service operators must offer a website, on whose home page there must be the terms and conditions of the service or a clear and prominent link to them. The terms and conditions must begin with the information listed in clause 2.2 provided in no more than 500 characters.