

Guideline to the Mobile Premium Services Industry Scheme

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1 INTRODUCTION

On 29 June 2005, the Australian Communications Authority (**ACA**, now **ACMA**) made the *Telecommunications Service Provider (Mobile Premium Services) Determination 2005 No.1* (the **Determination**) under section 99 of the Telecommunications Act. This Determination specifies the minimum obligations on Carriage Service Providers and Content Service Providers intending to supply mobile premium services to the Australian marketplace.

Pursuant to the Determination, a Mobile Premium Services Industry Scheme (the **Scheme**) was approved by ACMA. As 'responsible delivery' of premium mobile services is not only a matter of compliance with legal and regulatory obligations, this set of Guidelines has been produced which, when followed, will help ensure the safe and responsible delivery of premium mobile services, informed and satisfied customers, and a sustainable marketplace for all.

2 APPLICATION

While compliance with these Guidelines may assist you to comply with your legal and regulatory obligations, these Guidelines do not constitute legal advice or a comprehensive outline of all legal issues relevant to the provision of premium mobile services in Australia. Industry participants should obtain independent legal advice to ensure the premium mobile services they offer customers are compliant with all applicable laws, regulations and industry codes, and with any directions or instructions given by a relevant government or industry body.

In addition to compliance with these Guidelines, industry participants are obliged to comply with all applicable laws, regulations and requirements of any government or statutory body, as well as with any applicable industry standard or code, voluntary or not.

It is the responsibility of the Content Service Provider to be fully conversant with the latest version of these Guidelines, and to ensure that they are at all times in compliance. Where applicable these Guidelines have been arranged to provide specific information for premium SMS/MMS and proprietary network services.

3 GENERAL GUIDELINES

All mobile premium services must comply with these general guidelines, and where applicable, with the service specific guidelines set out in the section 4.

Part A – Premium SMS and MMS

3.1 Customer Consent

All services must operate only on the basis of having received **consent** prior to the sending of any material to the customer. For material of a nature that is charged to the customer's mobile account, prior receipt of **express consent** is also required.

Consent requires that the end customer has been clearly and reasonably informed in advance of the nature and content of the service they are consenting to be provided with. In the case of **express consent** additionally being required, this requires that the consent must involve the requestor being authenticated as having a clear relationship with the end mobile device, via the use of an appropriate authentication mechanic such as:

- opt-in message being sent via MO SMS message, originating from that MSISDN
- opt-in mechanic being via IVR that captures the Calling Party MSISDN
- opt-in mechanic being via entry of a unique password/pin into a web/wap page in which the password/pin has been supplied by SMS sent to the requesting MSISDN

Messages must not be sent to customers who have not requested them, or to customers who have not consented to the receipt of messages of a similar kind or nature.

Customers may not be sent any messages of a chargeable nature unless they have specifically consented to the receipt of such charged messages, through clear and authenticated consent.

A customer who has consented to the receipt of messages relating to a specific service may not be sent messages relating to another service without their prior consent.

Content Service Providers must implement appropriate, legally compliant procedures to enable the customer to notify the Content Service Provider if they no longer wish to receive any type or category of messages. These procedures must be easy to use and must minimise any inconvenience or cost to the customer.

Any customer notification or request must be complied with immediately. No further messages may be sent to a customer who has notified a Content Service Provider of their wish to opt out unless the customer requests or consents to the receipt of further messages. Content Service Providers must confirm by return message and at no charge to the customer that a customer's request to opt-out has been acted upon.

All messages composed and/or conveyed by Content Service Providers must contain sufficient information to enable the customer to identify the originator of the message and to allow the customer to contact you if they wish to opt out of further messages.

Content Service Providers must retain records of all customer consent for their product. Where these actions were undertaken wholly or in part via mobile, the Content Service Provider must retain sufficient information for the relevant Carriage Service Provider to reconcile the transaction with its internal records if required.

3.2 Notification of customer expenditure and ongoing expenditure

Customers can find it difficult to keep track of actual expenditure during the use of a premium mobile service. As a result, Content Service Providers must notify the customer of the costs likely to be or already incurred at certain time-based or dollar thresholds which are detailed in this section.

Amounts are based on Australian Dollars (AUD), inclusive of GST.

All notifications are required to be sent:

- as a standard, dedicated SMS; and
- at no charge to the end customer

The formats and suggested content for the notification messages are outlined below.

3.2.1 Confirmation message – subscription services

Prior to the commencement of the subscription service, the recipient must be sent a subscription confirmation message by the content service provider which includes, as a minimum, the following information:

- Name of the service and content provider or content service provider;
- A free call or local call rate support or help line telephone number (to be charged at no more than Australian national rate);
- Pricing information consisting of the cost per message/month as appropriate;
- Details of the generic stop command.

A suggested message format is below:

[FreeMsg] Thank U for subscribing to Hottest Mobile Tones cost = \$4.50 per msg/max 5 msg per month until you SMS STOP to 19xxxx. Helpline 1800123xxx [provider name]

3.2.2 **\$30 Expenditure Notification format – non subscription services**

If a customer using a given short-code reaches or exceeds \$30 expenditure on that short-code within a given calendar month, a \$30 expenditure notification SMS must be sent to the customer.

The \$30 expenditure notification message for non-subscription services must contain the following information:

- commence with the phrase “[FreeMsg]”
- inform the customer has reached or passed \$30 spend
- include the name of the service &/or short-code

A suggested message format is below:

“[FreeMsg] Courtesy msg from [name of service]. You have reached or passed \$30 on shortcode [short-code] this month. For your info only, no action required”

NOTE: [name of service] = maximum 26 characters.

Example: “\$30 Expenditure Notification – for non subscription services”

[FreeMsg] Courtesy msg from Hottest Mobile Tones. You have reached or passed \$30 on shortcode 1920XXXX this month. For your info only, no action required

3.2.3 **\$30 Expenditure Notification format – subscription services**

If a customer using a given subscription service reaches or exceeds a \$30 expenditure increment for that service, a \$30 expenditure notification SMS must be sent to the customer immediately, and regardless of the period of time it has taken the customer to reach the \$30 increment.

The \$30 expenditure notification message for subscription services must contain the following information:

- commence with the phrase “[FreeMsg]”
- inform the customer has reached or passed \$30 spend
- state the customer is “subscribed to” [name of the service] &/or [short-code]
- include details of the stop command
- Should include details of the helpline.

A suggested message format is:

“[FreeMsg] U are subscribed to [name of service]. U have reached or passed \$30 spend. To cancel SMS STOP to [short-code]. Helpline [helpline – max 10 chars]”

NOTE: [name of service] = maximum 21 characters.

[Helpline] must be Australian standard-rate or free helpline number.

Example: “\$30 Expenditure Notification – for subscription services”

[FreeMsg] U are subscribed to Hottest Mobile Tones. U have reached or passed \$30 spend. To cancel SMS STOP to 1920XXXX. Helpline 1800123XXX

3.2.4 **30-Day Subscription Reminder Notification format**

(Subscription services only)

If a customer using a given subscription service has not received a \$30 expenditure notification SMS for that service during a given calendar month, then a 30-day Subscription Reminder Notification must be sent to the customer at the end of the calendar month.

The 30-day Subscription Reminder Notification message must contain the following information:

- commence with the phrase “[Free Reminder]”
- the name of the service and optional description or short-code
- service cost and frequency
- details of the ‘stop’ command
- details of the helpline.

A suggested message format is:

“[Free Reminder] U are subscribed to [name of service and optional description]. Cost = [cost of service in \$] per [billing frequency], until you SMS STOP to [originating service short-code]. Helpline [helpline]”

NOTE: [name of service & optional description] = max 45 characters.

[Helpline] must be Australian standard-rate or free helpline number.

Example: “Subscription and stop command reminder notification”

[Free Reminder] U are subscribed to Hottest Mobile Tones. Cost = \$4.50 per month, until you SMS STOP to 1900XXXX. Helpline 1800123XXX

NOTE: If a \$30 expenditure notification has been sent to a customer during a given calendar month, the 30 day Subscription Reminder Notification is not required to be sent to that customer for that calendar month.

3.2.5 **Prompt or inducement messages**

Where the service includes the provision of prompt or inducement messages as a component of the service, the content service provider must, before or on commencement of the service provide the recipient the option to opt out of receiving such messages. Prompt or inducement messages above may only be sent to the recipient for a period of 60 days from time the recipient last used the service unless express consent is obtained.

Where the customer would incur a premium rate charge in replying to the prompt or inducement message, the message must identify this charge and provide a separate, standard rate number, to which a STOP command may be sent.

Example: "Premium rate prompt message"

[FreeMsg] Hi from Hot Chat, guys/gals keen to chat to U. Reply Go Chat cost = \$2 send/receive. To stop, SMS STOP to 19xxxxx cost \$X or Helpline 1800123xxx

3.3 **Database Management**

Content Service Providers are responsible for maintaining the currency and relevance of any databases used to hold customer contact data.

Reasonable processes must be implemented to ensure that customers who obtain a new mobile service do not receive content or services subscribed to by the previous user of the number.

Furthermore, Content Service Providers must remove any customers who have had an inactive relationship with them for 60 days, from all Content Service Providers marketing databases. An inactive relationship is classified as one in which the Content Service Provider has not successfully sent or received a message to or from the Customer. Please also note sections 3.5.3 and 4.1.10 on Marketing Messages.

Content Service Providers may however continue to include a customer's number in their database for up to 6 months if that customer has provided express consent to receive marketing. In instances such as this, 6 months is calculated from the date of the customer providing express consent and that express consent must not be based on the original consent.

Example: "Express consent message"

[FreeMsg] Thanks for entering the Pink Cola promo. To be notified of future promotions reply YES to 19xxxxxxx. To stop, SMS STOP to 19xxxxx cost \$X or Helpline 1800123xxx

Express consent is deemed to be given when the Customer responds with the corresponding Mobile Originated message (MO) which is sent by the consumer from the handset; i.e. the Customer replies "Yes" in the example above.

Where a carriage service provider provides lists of dormant or quarantined MSISDNs, Content Service Providers must purge their databases of these customers within 5 business days of the relevant Carriage Service Provider issuing the list.

3.4 Short-codes

Subject to national circumstances, a system of short-codes which communicates information to the customer on service price and content type may be used.

Where content is delivered or accessed by short-codes, it must be provided on short-codes consistent with the Content Service Provider's assessment of items of content and the Numbering Plan.

3.4.1 Changes to price points or propositions offered on short-codes.

When a service operating on a short-code is to be replaced with an alternative service to use the same short-code, there must be a delay of at least one month between decommissioning the original service and launching the new service, so as to minimise unintended use of the new service. In cases where the new service is of a type liable to cause offence or be inappropriate for some customers, this delay must be increased to at least three months.

Furthermore, any previous or current customers of the decommissioned service may not be automatically included as subscribers of the new service without their prior clear and authenticated consent for inclusion in the new service.

Should the price points of an active service wish to be increased, the company must notify all existing active customers of the impending price change and effective date, at least one month prior to the price change being implemented.

Example scenario: A company offering weather forecasts on short-code 19X XXX, charging \$1.00 per message, may decide to cease offering weather forecasts and alter the configuration to offer a chat service at \$4.00 per message via the same short-code.

Action: The Content Service Provider is required to impose a delay between the end of the alert service and the launch of the chat service to ensure that weather service customers do not inadvertently access the chat service. The company should notify all existing active customers of the weather forecast service of its cessation, and must not include any of these customers in the new chat service unless they specifically opt-in to the service after being made aware of the full details of the new proposition.

3.4.2 **Multiple services on one short-code**

If multiple services do share a common short-code, any 'STOP' command sent to unsubscribe from a service on that short-code must be treated to action a unsubscribe from all services sharing that short-code. See section 3.5.1 for information on the universal 'STOP' command.

3.5 **Standardisation of 'STOP' command**

Content Service Providers must adopt standard procedures to enable customers to:

- Unsubscribe from subscription services; and
- Opt-out of marketing databases and the receipt of marketing material.

The following stop command and opt out procedures must be available to customers using premium mobile services. These requirements should not be considered exhaustive and do not replace any opt out or stop commands required by industry or regulation.

Where a customer unsubscribes from subscription services or marketing material by telephone or some means other than a STOP command, the Content Service Provider must comply with that request by 6pm on the business day following receipt for requests to unsubscribe from subscription services and within 5 days of receipt for requests to unsubscribe from marketing material.

3.5.1 **'STOP' message to terminate subscription**

A 'STOP' request sent to a short code will terminate all services from that short code as follows:

If the short code is used for only one service, it is expected the service will be terminated for that customer within 10 minutes of the receipt of the 'stop' command, and absolutely must be terminated within 24 hours of the customer sending the command.

If the short code has shared use for two or more services, then **all** services used by the short-code are to be terminated for that customer within the same timeframes as above.

A 'stop' request is deemed as any message sent to the short-code that contains the word "stop" anywhere within its message body. 'stop' is not case sensitive. Some examples of valid stop requests are:

"stop" "Pls STOP" "StoP now"

Customers must not incur any charges beyond the standard text charge for unsubscribing using the 'stop' command.

Content Service Providers are required to configure their premium charging structure in a way that the MO component forms a minor component of the total service charge.

The Content Service Provider is required to make available additional mechanisms for customers to request cancellation of subscription services, which are accessible to the customers at a non-premium rate. Examples of such additional mechanisms are:

- Via the IVR or company helpdesk, which must be accessible at free-call, local or standard call charges.
- Via the company website.
- Via email to the company helpdesk.

If a Content Service Provider inadvertently continues to charge a customer after the "STOP" message has been received, the Content Service Provider must refund the customer for all charges after the "STOP" message is received.

If an MO text cannot be decoded, it is acceptable for a helpful text to be sent to the handset, informing the customer of the required format of valid commands. Where there is reason to believe that the undecipherable text may be a STOP text, a message must be sent to the handset to clarify the customer's intent. All such messages must be sent at no charge to the end customer.

Advanced Stop Commands

In the cases where a Content Service Provider is providing multiple services on a common short-code, support for advanced 'stop' commands is allowed provided the following guidelines are met:

- The stop command must be received in the format "stop <service name>" or vice versa, and <service name> must be unambiguously matched to the service.
- If the <service name> does not exist, then the 'stop' command must be treated as a full 'stop' command for all services on that short code.

Example Scenario 1: Customer has subscribed to three services "Games", "Tones" and "Wallpapers" that reside behind the one short code. Customer sends "**stop**" to the short code.

Action: The subscription to all services must be cancelled.

Example Scenario 2: Customer has subscribed to three services "Games", "Tones" and "Wallpapers" that reside behind the one short code. Customer sends "stop games" to the short code.

Action: The subscription to the Games service must be cancelled, and the Tones and Wallpapers services can continue.

Example Scenario 3: Customer has subscribed to three services “Games”, “Tones” and “Wallpapers” that reside behind the one short code. Customer sends “stop everything” to the short code.

Action: The subscription to all services must be cancelled.

3.5.2 Confirmation of Unsubscribe

Regardless of the method used by the customer to unsubscribe from a premium service, a free-of-charge MT text must be sent to the handset to confirm the termination of a service as soon as possible, ideally within 10 minutes but no later than within 24 hours of the request to unsubscribe being provided. Unsubscribe requests that were submitted via text, IVR, voice call, Web, Wap or email, therefore all must result in a confirmation SMS being sent to the customer.

The confirmation is required to be sent as:

- a standard, dedicated SMS
- at no charge to the end customer

The message content:

- must commence with the phrase “[FreeMsg]”
- must include the name of the service/s that have been unsubscribed to
- must not include any adult-related language or concepts :
- may include information about how to rejoin the service.

Where the stop command is effecting an unsubscribe from multiple services on the one short-code, it is suggested a separate unsubscribe confirmation is sent for each service being terminated to provide full clarity to the customer.

Example: “Confirmation of Unsubscribing”

[Free Msg] U are now unsubscribed to Hottest Mobile Tones. To re-subscribe, SMS “Tones” to 1920XXXX. Cost = \$4.50 per month. Helpline 1800123XXX.

3.5.3 Marketing Messages and Stop Texts

A ‘marketing database’ refers to a database of customer details maintained for the purpose of sending marketing or promotional messages that relate to products or services offered by the Content Service Provider.

The Australian eMarketing Code of Practice and the Spam Act are applicable to any marketing messages and providers should comply with those obligations.

As a guide, a customer may be included in a Content Service Providers 'marketing database' only where:

- (1)
 - (a) the customer has an ongoing relationship with the Provider, that is the customer has subscribed to an ongoing service; or
 - (b) the customer has provided express consent to receive marketing messages; or
 - (c) it was a condition of purchase or entry that the customer agree to receive marketing messages and this condition was made prominent to the customer, that is not merely included in the terms and conditions; and
- (2) the content of the message includes accurate sender information as required by the Spam Act, that is identifying the company and providing a mechanism through which the customer can find out the address and contact details of the sender.

Please also see section 3.3 on database management.

Any marketing messages sent to a customer must:

- be a standard, dedicated SMS; and
- be at no charge to the end customer

The message content:

- Must commence with the phrase "[FreeMsg]";
- Must not use any implied personal message or any other message which creates a false imperative to reply by premium text. Examples of implied personal messages may include: 'I fancy you', 'I miss you', 'I'm lonely do you want to chat?', 'Where are you?' or 'Urgent, please call'. There are not definitive guidelines as to what may constitute such an invitation. It is up to you, as the Content Service Provider, to apply common sense;
- Must not include any adult related language or concepts;
- Must relate only to services provided by the Content Service Provider that are of the same nature as the previous service utilised by the customer; and
- Must include details of the stop command to stop any further marketing messages.

A maximum of one (1) marketing message per week is allowed to any given customer.

A 'STOP' sent in response to a marketing message will terminate the customer's consent for delivery of any further texts and is to be used as a trigger for the Content Service Provider to remove the customer from the Marketing database.

No further contact to this customer is to occur, unless the customer independently opts back into the service at a later time.

3.6 Error messages

If a customer sends an indecipherable or invalid content request to a premium service, an error notification or clarification message must be sent to the customer. The notification message must meet the following requirements:

The message is required to be sent as:

- a standard, dedicated SMS; and
- at no charge to the end customer.

The message content:

- must commence with the phrase "[FreeMsg]";
- must include the name of the service that the message relates to
- must provide a description of the error and information on the correct format required; and
- Should include details of the helpline.

Example: "Error notification"

[Free Msg] From Hottest Mobile Tones - The requested item code "160034" does not exist. Please check code again and SMS to 1900XXXX. Helpline 1800123XXX.

3.7 MT Failed Messages and timeliness of content delivery

Where MT Premium SMS messages fail to deliver to the handset at the scheduled time whether due to end user unavailability (including out of credit) or due to operational delays of the Content Service Provider, there are restrictions on the circumstances in which the content can be attempted to be resent. Factors that influence this are:

- Whether the content is of a time sensitive nature
- Whether the content has been already paid for separately in advance
- The Delivery Failure Reason returned by the carriage service provider.

Content of a time sensitive nature, such as weather or traffic alerts, that have not been successfully delivered within a timeframe generally assumed reasonable for that specific content, and for which the customer will be charged for receiving the content, should not be resent to the customer as a chargeable message. If the delivery delay was due to operational issues of the Content Service Provider, the Content Service Provider may wish as a measure of good faith to the customer, to send the content to the customer at no charge.

Where the customer has already paid for the content in advance (e.g. a flat monthly charge paid in advance each month) and there is no event based charge for the content to be sent, the Content Service Provider should attempt to resend the content.

For messages that have attempted, but failed to be delivered to the customer, and with a Delivery Failure Result returned that is potentially of an interim nature, then further attempts to deliver the message may be allowed as follows:

- one attempt each day for the period of seven days from the receipt of the initial Delivery Failure Result; then
- two attempts in any seven day period for the period of eight to thirty days from the receipt of the initial Delivery Failure Result

However, where the Delivery Failure Result indicates the message delivery has failed due to a lack of credit there can be a maximum of two further attempts within seven days of receipt of the initial Delivery Failure Result.

Where the Delivery Failure Result returned is a permanent failure, the message must be abandoned and no further retries are permitted. In such instances, details of the customer/MSISDN must also be purged from relevant databases to ensure that the customer is no longer considered a subscriber to that particular service.

3.8 WAP push messages

WAP push messages may be used for both marketing messages and content delivery. WAP push messages must identify, prior to the WAP link either:

- the short code number used by the service; or
- a help line number;

so that when the WAP push message is viewed by the customer in their service 'in box' the customer can identify where the message has come from.

WAP push messages used for marketing messages must include details of the STOP command.

Part B – Proprietary Network Services

3.9 Customer Consent

Content service providers are required to inform a consumer about the premium rate fees and charges for using the service. This information must be given:

- before the consumer first uses a proprietary network service; or
- at the time the consumer accesses the service but prior to any fees or charges being incurred by the consumer; and
- in a way that is clear and unambiguous and easily accessible by the consumer.

3.10 Data carriage charges

Consumers must be made aware by content service providers that supply of the content services may also incur additional data carriage charges.

3.11 Cost of error and confirmation messages

Recipients must not be charged for the receipt of error confirmation messages including prompt messages, except where the charges are standard data carriage charges.

3.12 Format of error messages

Error messages may be sent as an SMS message or may be provided to the recipient on screen while the recipient is accessing the proprietary network service.

4 SERVICE SPECIFIC REQUIREMENTS

Certain services require particular consideration as a result either of the nature of the content, the structure of the service, or the characteristics of the targeted user.

This chapter details guidelines pertaining to such services and the targeting of certain groups.

4.1 Subscription Services

A subscription service is any service which:

- Offers multiple content, initiated by a sign-on process. This includes both recurring services billed at regular intervals and also services that are billed with content delivery; and
- Is billed by a mobile payment mechanism.

The result of a single sign-on process is one single subscription service. Guidelines apply for each single subscription service.

Subscription services can be of great benefit to customers, but particular care must be taken to help customers understand the scope and scale of their purchase, as well as manage their relationship with the vendor.

Serious concern has been expressed by regulators and by the media with regard to the proliferation of subscription services which either prominently promote the means of opting into the service without providing similar coverage to the means of opting out, or which fail to indicate clearly that the service is of a subscription nature. The following are minimum requirements for the promotion and operation of subscription services.

Part A – Premium SMS and MMS

4.1.1 Service Operation – Subscription Initiation

All subscription services are required to have a mobile authentication element to the sign up process completed, before any billable messages are sent to the customer, regardless of how or where the service is operated.

The requirement to have a mobile element in the process is to ensure the customer has provided clear and authenticated consent (see also section 3.1.)

4.1.2 Advertising and Promotion

These requirements are in addition to the general guidelines in relation to advertising and promotion set out in section 6 of these Guidelines.

Promotional material for subscription services must clearly indicate that the service is subscription based. Visual material must expressly use the noun 'subscription' or the verb 'subscribe'. These words must be prominent and highly visible to readers. Voiceover material must explicitly describe the service as a 'subscription' or use the verb 'subscribe' to convey the activation method. The word "club" may be used to describe the service provided that the word "subscription" or "subscribe" is used in relation to the pricing information.

The terms of use information for subscription services (e.g. whole cost pricing, charging period, opt-out) must be clearly visible or described at the same time.

Example:

Subscription service costs \$5 to subscribe and \$2 per message sent. Avg 5 msg per mth. To unsubscribe send STOP to xxx. Terms and conditions at www.xxxx.com.au. Service Provide xxxxxx. Helpdesk xxxxx.

Wherever stop instructions are displayed, the information provided must advertise the universal STOP command.

If the Content Service Provider intends to include the customer's details in a "marketing database", the terms and conditions advertised need to clearly state and alert to the customer that they are consenting to that, as well as provide clear details of how a customer can opt-out of the marketing database. See also section 3.5.3.

4.1.3 **Subscription Initiation via non mobile channel**

For clarity, this includes services that customers initiate the request for subscription via a non-mobile mechanic, such as a web site or an IVR.

Where a customer opts into a subscription service without initiating it from their mobile in a manner that provides automatic authentication through the passing of MSISDN, confirmation of intent must be obtained from the customer by sending a request to the mobile number nominated. This is essential to ensure the person requesting the subscription is also the owner of the destination handheld.

The **subscription confirmation request** message is required to be sent as:

- a standard, dedicated SMS; and
- at no charge to the end customer.

The message content:

- must commence with the phrase “[FreeMsg]”;
- must include the name of the service and optional description;
- must include service cost and frequency;
- must include
 - the phrase “To subscribe send YES to <short-code>”;
 - or
 - provide details of the unique pin/password to be entered into a web/wap site; and
- must include details of the helpline.

A suggested message format for MO confirmation is below:

“[Free Msg.] Our records indicate you wish to subscribe to [name of service and optional description – maximum of 25 characters]. Cost = [cost of service in \$] per [billing frequency]. To subscribe send YES to [short-code]. Helpline [Australian standard rate or free helpline number].”

Example 1: “Request for Subscription Confirmation”

[Free Msg] Our records indicate you wish to subscribe to Greatest Mobile Tones. Cost = \$4.50 per week. To subscribe SMS YES to 1900XXXX. Helpline 1800123XXX

A suggested message format for Pin/Password confirmation is below:

“[Free Msg.] Our records indicate you wish to subscribe to [name of service and optional description – maximum of 25 characters]. Cost = [cost of service in \$] per [billing frequency]. To subscribe enter password [password]. Helpline [Australian standard rate or free helpline number].”

Example 2: “Request for Subscription Confirmation – using MT and password”

[Free Msg] Our records indicate you wish to subscribe to Greatest Mobile Tones. Cost = \$4.50 per week. To subscribe, enter password ‘DE5FG13’. Helpline 1800123XXX

4.1.4 **Service Operation – Confirmation of joining Subscription**

Subscription services must in all cases provide confirmation in a dedicated SMS to the customer that they have entered into a subscription service. This must be the first message sent to the customer after the MO subscription message.

The **confirmation of subscription** message is required to be sent as:

- a standard, dedicated SMS; and
- at no charge to the end customer.

The message content:

- must commence with the phrase “[FreeMsg]”;
- must confirm the customer has entered a subscription arrangement;
- must include the name of the service and optional description;
- must include service cost and frequency;
- must include details of the 'stop' command; and
- must include details of the helpline.

A suggested format for the subscription confirmation message is below:

“[Free Msg] Thanks for subscribing to [name of service and optional description]. Cost = [cost of service in \$] per [billing frequency], until you send STOP to [originating service short-code]. Helpline [helpline]”

| |
|---|
| <p><i>NOTE: [name of service & optional description] = max 45 characters.</i></p> |
|---|

[Helpline] must be Australian standard-rate or free helpline number.

Example: “Confirmation of subscription”

[Free Msg] Thanks for subscribing to Greatest Mobile Tones. Cost = \$4.50 per week, until you send STOP to 19000000. Helpline 1800123123

4.1.5 Expenditure threshold notification

As is the case for all premium services, subscription services are required to notify customers once a \$30 spend threshold on that service has been passed during a given calendar month. Refer to section 3.2 and 3.2.2 for details.

4.1.6 Service Operation – Subscription and Stop command Reminder

Subscription services are required to send a reminder text to all active customers at least once every calendar month. i.e. either a \$30 expenditure notification or a 30-day Subscription Reminder Notification. Refer to section 3.2 and 3.2.3 for details.

4.1.7 **Service Operation – Opt out of Expenditure Reminder or STOP command**

Subject to prior written permission from the relevant Carriage Service Provider, Content Service Providers may allow customers to opt out of the expenditure reminder for specific services. This facility is primarily intended for high value services aimed at informed adult customers, in which the frequency of expenditure alerts would be annoying to the customer or disruptive to the service.

Similarly, with prior permission from the relevant Carriage Service Provider, Content Service Providers may allow certain customers to opt out of the regular STOP command reminder. This might be legitimate, for instance, in the case of a corporate service in which the corporate client did not want an employee to be able to stop the receipt of a service.

The Carriage Service Provider may in such cases choose to impose additional requirements on the Content Service Provider, including the maintenance of records confirming the terms of the customer's opt out agreement.

4.1.8 **No Minimum subscription period**

No service may advertise or operate a "minimum subscription period". Customers must be free to leave a service at any time and service operators must in no circumstances suggest otherwise.

4.1.9 **Post Subscription Marketing**

Customers who have sent a STOP message to cancel a service tend to be particularly sensitive to the receipt of further messages from that service. Content Service Providers wishing to continue advertising to ex-subscribers must take the following action to avoid unnecessary complaints:

- To inform the customer that this may happen in the message confirming subscription cancellation, and to provide an opt-out at this point;
- To begin every marketing message with the words 'free message';
- Any Marketing messages must be via standard text and free of charge to the end customer;
- All Marketing messages must contain the name of the service sending the message, and a non-premium number to opt out of further marketing messages; and
- Limit the number of marketing messages to each customer to 1 message per week and
- Marketing messages must end 60 days after the receipt of the STOP message.

Part B – Proprietary Network Services

4.1.10 Prior to the commencement of the service

Prior to the customer agreeing to join a subscription service Content Service Providers are required to inform a customer about:

- the cost of the service;
- the frequency of the service, if applicable;
- whether the subscription is ongoing or for a fixed or minimum time;
- how to discontinue the service.

This information must be supplied in written format regardless of the format in which the subscription service will be supplied.

4.1.11 Termination of subscription services

Recipients must only be charged a data carriage charge for unsubscribing to a subscription service. Methods of unsubscription are to include at least one of the following:

- via a website;
- via a mobile device;
- by telephone

A content service provider must comply with a request to unsubscribe from a subscription service by 6pm on the next business day after receipt of the request. A content service provider may continue to provide access to the subscription service for the remainder of the subscription period, provided the customer is not charged an additional amount, other than standard data carriage charges.

A telephone request to unsubscribe a service must be implemented by the end of the next Australian working day after receipt of the request.

4.1.12 Information regarding service unsubscription

Content service providers must provide information about how to unsubscribe from a subscription service on an ongoing basis and such information must be readily available:

at a minimum:

- via the proprietary network service portal;
- by telephone;

and optionally via a web-site.

4.2 Chat Rooms/Chat Services

"Chat Service" is defined in the Determination to mean "a service that enables an end-user to send a message to 1 or more than 1 other end-user who can reply directly to the message".

For the purposes of compliance with the Scheme and these Guidelines, and to avoid inadvertent capture of private messaging activities between end-users known to each other, a chat-room service is considered to be "a premium messaging service intended to facilitate the exchange of messages between three or more users not otherwise known to each other". This definition specifically excludes private peer-to-peer messaging between users known to each other through prior direct or indirect personal relationships

Chat rooms/services facilitating communication between participants (including 1:many and 1:1) comply with the following stipulations:

- A confirmation / welcome message for the chat room/chat service facilitation is required to be sent as the first message;

The **confirmation / welcome for chat room/chat service facilitation** message is required to be sent as:

- a standard, dedicated SMS; and
- at no charge to the end customer.

The message content:

- must commence with the phrase "[FreeMsg]";
- must include the name of the service and optional description;
- must include service cost and frequency; and
- must include details of the helpline.

Example: "Confirmation of chat room/chat service facilitation"

[Free Msg] Welcome to 'My Chat'. Cost = \$1.00 to send/receive per message. Helpline 1800123123

NOTE: [name of service & optional description] = max 45 characters.

[Helpline] must be Australian standard-rate or free helpline number.

- Warnings must be provided to new entrants concerning the dangers of disclosing personal details to the chat room, and advising against doing so
- All chat rooms must be supplied with appropriate safety measures as required by the Determination

- The terms and conditions and posting rules of a chat service are to be assessed in light of the nature of the service, the safety measures placed on the service and the Content Service Provider's safety measures compliance plan.
- Invitations to join chat rooms must not be paid for by the receiver unless the invitation is extended to a person who has given express consent to pay for such invitations
- Participants in chat rooms must not be charged to receive chat room communications unless they have expressly consented to accept the charges

Note that the Determination deals specifically with Chat Services and appropriate safety measures, which are further set out in the Safety Measures Notice. These requirements must also be met.

4.3 Video Services

Video calling is a service which may be a new experience to customers, who may not be familiar with it, or understand its capabilities. Information provided to customers must include:

- Notification of whether the supplier can see the customer
- Notification if the service is recorded.

This information may be provided after the customer has initiated the service, but must be provided before the service is engaged.

Premium video services must also comply with premium voice requirements regarding expected and average call costs.

4.4 Gambling Services

Content Service Providers must comply with the relevant legislation in regard to Gambling services.

5 CONTENT GUIDELINES

5.1 Content Categories

The content guidelines apply to all forms of content including visual images, audio-visual clips, written material and editorial copy.

Illegal Content

Content which could or would be considered illegal by any Australian jurisdiction must not be made available.

Prohibited Content

In accordance with the Determination, content which could or would be assessed as X18+ or RC (refused classification) in accordance with the current film and computer classification guidelines must not be made available.

'Restricted' Content

In accordance with the Determination, content which could or would be assessed as MA15+ or R18 + in accordance with the current film and computer classification guidelines must not be made available to a customer unless that customer has requested access to Restricted Content and that customer has been verified as being 18 years or over (**Age Verification**) in a manner approved by the relevant Carriage Service Provider.

All Restricted Content which requires Age Verification before it can be made available to customers must sit behind a form of content control, approved or developed by the relevant Carriage Service Provider, which ensures that only age verified customers are allowed access to Restricted Content (**Content Controls**).

All Restricted Content must be assessed in accordance with the current film and computer classification guidelines by a certified assessor before it is made available and on request from the relevant Carriage Service Provider, the content service provider must be able to show evidence of this assessment.

'Unrestricted' Content

In accordance with the Determination, content which could or would be assessed as M, PG or G in accordance with the current film and computer classification guidelines (content which is not Illegal Content, Prohibited Content or Restricted Content) can be made available without Age Verification or Content Controls.

Unrestricted Content may not always need to be assessed. For example news, sports or children's services are highly unlikely to contain Restricted Content and therefore a high level assessment may be made of the service such that individual assessment of content items need not occur. Content that could be on the border between Unrestricted and Restricted may warrant more careful consideration. A service that:

- (a) is not likely to contain sex, violence, nudity, drug use and themes or other content likely to be assessed as age-restricted content; and/or
- (b) consists of the supply of mobile phone ring tones or supply of music without images;

is unlikely to require assessment.

5.2 Operational Guidelines

Content which is made available must be offered under a binary system of access:

- Unrestricted Access; and
- Restricted Access.

Content which has Restricted Access must be protected by Content Controls.

The table below sets out how the Content Standards Guidelines operate within this Binary System:

| Category | Classification Type | May be made available | Access | Content Controls Required |
|----------------------|----------------------------|------------------------------|---------------|----------------------------------|
| Illegal Content | N/A | No | Not allowed | N/A |
| Prohibited Content | X18+ and RC | No | Not allowed | N/A |
| Restricted Content | MA15+ and R18+ | Yes | Restricted | Yes |
| Unrestricted Content | G, PG, M | Yes | Unrestricted | No |

5.3 Access to Content Services & Age Verification

This Determination defines the rules applicable to providing access to mobile premium services offering age-restricted content. This section gives guidance on how compliance with those rules could be achieved by carriage service providers.

5.3.1 Customer Age Verification

- A. A Carriage Service Provider must not supply an age-restricted service unless it receives an explicit request for access, and has verified that the person making the request is the customer and is aged at least 18 or older. For the purposes of this clause, a Carriage Service Provider may verify these matters by requiring the person making the request to provide:
 - (i) a valid credit card in the name of the customer or;
 - (ii) evidence of some other form of identification by which the age of the customer can reasonably be determined to be 18 years of age or older.
- B. Where A (i) applies, the application to 'opt in' may be electronic, verbal or in hard copy and must be accompanied by:
 - (i) the name of the customer;
 - (ii) the account number;
 - (iii) other information required by the Carriage Service Provider's processes to verify customer identity; and
 - (iv) a declaration that the customer is at least 18 years of age.
- C. Where A (ii) applies the application to 'opt in' may be in electronic or hard copy and must be accompanied by:
 - (i) the name of the customer;
 - (ii) the account number;
 - (iii) other information required by the Carriage Service Provider's processes to verify customer identity;
 - (iv) the identification referred to in clause 1 (b); and
 - (v) a declaration that the customer is at least 18 years of age.

5.3.2 Service Access Controls

Service Providers shall prevent access to any service that includes age-restricted content, for customers who have not otherwise been positively verified as aged 18 years or over.

6 ADVERTISING AND PROMOTION OF SERVICES

6.1 General requirements

This section applies to premium SMS and MMS services, and to proprietary networks services to the extent that the Content Service Provider is using the advertisement to fulfil its obligations under sections 3.8 and 4.1.9. This section does not apply to brand only advertising for individual proprietary network services. Advertising and promotion for services marketed by Content Service Providers must include clear, prominent and legible information regarding price and other material terms. Advertising must not be designed to distract attention from such terms.

Advertising must comply with the following principles:

- All information relating to price and material terms must be displayed:
 - clearly, accurately and within sufficient proximity to the product or service being offered such that it is obvious that the information applies to that product or service;
 - in the same orientation and direction;
 - simultaneously and for the same duration; and
 - for long enough to allow it to be assimilated by an average person;
- Pricing information – including likely total costs – must be made available to users without requiring them to initiate a service;
- Advertising must refer explicitly to any standard charges that will apply when using or accessing the service. For instance: '\$3.00 plus standard SMS rates' or 'GPRS rates apply';
- Premium rate voice or text services must not imply that such services are supplied or endorsed by the relevant Carriage Service Provider;
- All promotional material for Restricted Services must notify the user that the service is a restricted service and only available to persons aged 18 or over. Restricted Services should not be promoted in media targeted or primarily targeted at children;
- Where a disclaimer is used in any advertising:
 - the disclaimer must not be inconsistent with anything contained in the principal message of the advertising and must not negate the principal message of the advertising;
 - having regard to the type of advertising (including the medium or format being used) and its intended audience, the disclaimer must be clearly indicated or stated and must be readily available;

- the disclaimer must:
 - be placed next to the offer;
 - be linked to the offer by an asterisked footnote or other symbol; or
 - for television or radio advertising, form part of the advertisement visually or orally;
- All advertising containing an offer for a product or service for a limited period or in a limited quantity must clearly state or communicate that limitation;
- All advertising offering a product or service which is available only to a limited class of customers must clearly state or communicate the eligibility requirement or restriction. Where there are limitations on handset compatibility the advertisement should stipulate where information on further terms and conditions may be obtained. Those terms and conditions must then detail handset compatibility information;
- Where a 'special offer' is being advertised, sufficient details of the special offer must be included, including:
 - the principal elements of the special offer;
 - any conditions or limitations of the special offer; and
 - the start date (if the special offer has not already started) and the end date of the special offer;
- Where a savings claim is made in advertising, the advertising must specify the service, rate or other matter on which the savings claim is based;
- Where any advertising uses the term "free" or equivalent (which includes "no cost", "no fee", "no charge" or "\$0"), the Content Service Provider must ensure that:
 - the "free" product or service is not subject to any charge, fee or cost;
 - the advertising material clearly identifies those elements of the offer that are "free";
 - any other conditions that qualify the offer are clearly stated, including any other product or service which must be purchased with the "free" product or service; and
 - the prices of products or services accompanying the offer are not inflated to cover some or all of the cost of the "free" offers.
- Advertising which offers or promotes credits, free services or products, or other benefits must clearly state or communicate any conditions upon a customer's ability to use the credits, free services or products, or other benefits;

- Having regard to the intended audience of the advertising, all advertising must not generally be confusing, misleading or deceptive in any way; and
- An advertisement for a mobile premium service shall not contain material that is out of date, having regard to time sensitive information generally available, subsequently published, or released or made available.

Additional requirements for Premium SMS and MMS

- Subscription services must explicitly state that it is a subscription service and an explanation of the "STOP" command to terminate the service. (See section 4.1 Subscription Services for more details);
- Price information must include both a per message price and, where applicable, an estimated total cost that an average customer might expect to incur in a stated time-frame. In particular information for subscription services should include a per/message price and the charge a customer is liable or likely to incur through use of the service over a stated period;
- Price information must be relative in size to that of any short code, premium SMS or MMS service web URL, or premium number advertised and of sufficient size to be read by the audience given the nature of the promotional media. To ensure that price information is relative in size, the following guidelines apply:
 - **Television:** The cost information must be at least 50% of the size of the premium rate number.
 - **Print:** A minimum of 6 point print size must be used. If the size of premium rate number is between 24 point and 48 point size, the cost information must be a minimum of 25 % of the size of the premium rate number. If the print size of a premium rate number is over 48 point print size, the cost information must be a minimum of 12 point.
 - **Online:** The cost information must be at least 50% of the size of the premium rate number.
- The identity of the Content Service Provider or Content Provider and a Helpdesk number relating to the service must be included clearly in all advertising;
- Services must not be marketed or promoted via a Premium Service or MT billing – in which the customer pays to receive the marketing or promotion – in any circumstances.
- Where a customer has opted out of a premium service and the Content Service Provider wishes to try to attract the customer back, the customer must not incur any charges for receiving any marketing or promotion activity undertaken by the Content Service Provider for this purpose. Please also refer to section 4.1.9

6.2 Marketing to Children

All marketing to children must comply with the following minimum requirements:

- Marketing must be solely on an 'opt in' basis, and must include a free and easily accessible method for opting out.

A parental guidance service must send a warning advising consumers under 15 years of age not to use the service without the permission of the account holder.

The message must state that "Under 15s must seek the account holder's permission".

- Any prizes or benefits offered to children opting into a campaign must be consistent with their age. E.g. a car as a prize for a 14-year-old would not be considered consistent.
- Personal information collected from children must not be intentionally disclosed to any third party without explicit consent of the child's parent or guardian regarding both the party and the purpose.
- All marketing must be presented and conducted in a responsible manner, and should take into consideration child-specific factors including safety and the ability to pay.

Advertising for Restricted Services is permitted provided there is compliance with any regulations governing the media in which the advertising is conducted, however advertising for Restricted Services must not be targeted directly to children.

6.3 Spam and Scams

Spam

All Content Service Providers must ensure that its activities and services (including its mobile messaging & content products) comply with the relevant laws, regulations and codes relating to Spam, including the Spam Act 2003 (Cth) and the Privacy Act 1988 (Cth).

Spam may be characterised as the sending of an electronic message to an Australian end-user (which includes all customers) where the end-user has not previously consented to receiving the message. Spam does not include messages which contain purely factual information relevant to the end-user – e.g. the subscription reminder and stop command reminder messages required under Section 4.2 of this Guidelines. This definition is not exhaustive and the decision of whether an electronic message constitutes Spam will be decided on a case by case basis.

Mobile messaging & content products must not be used for the purposes of Spam under any circumstances, whether wholly or only partially operated via mobile. Specifically, with respect to sending electronic marketing messages Content Service Providers should ensure that:

- any electronic marketing message that is sent to an end-user clearly identifies who the message is from and how to directly contact the sender of the message;
- electronic marketing messages should not be sent to any end-user unless:
 - the recipient has requested the marketing message; or
 - the recipient has provided the sender of the message with prior consent to send the marketing message; and
- having regard to Section 3 of this Guidelines:
 - an appropriate means of allowing the end-user to notify the sender of the message not to send further marketing messages is implemented; and
 - any opt-out or 'STOP' commands received from a recipient of an electronic marketing message are immediately complied with.

These requirements should not be considered exhaustive and do not replace any obligations imposed by any legislation, regulation or code, or by any relevant government or industry body. Each Content Service Provider acknowledges that the above guidelines (and any decision or direction given by the relevant Carriage Service Provider relating to Spam) should not be relied upon in any way by a Content Service Provider for assessing the compliance of any electronic message or SMS with any relevant laws, regulations or codes whatsoever relating to Spam, or with any direction or instruction given by a relevant government agency or regulatory body.

Scams

A Scam may be characterised as any promise or offer to provide a reward, gift or prize by redemption, by which the redemption method may be expected to cost the receiver a sum larger than the value of the promised reward. This definition is not to be considered exhaustive, and the decision of whether any individual communication constitutes a Scam will be based upon accepted community standards. Examples of a Scam include sending an SMS to a user requesting them to call a premium voice service to claim a prize.

Mobile Messaging & Content products must not be used for conducting or participating in the promotion of a Scam under any circumstances, whether wholly or only partially operated via mobile.

7 COMPLAINTS HANDLING

Content Service Providers are required to provide satisfactory consumer complaint and inquiry procedures in order to address any issues raised in the supply of content and services to customers.

Where a complaint is not resolved by the Content Service Provider, the relevant Carriage Service Provider will undertake to resolve the complaint in a manner it considers appropriate, based on available information and with reference to any relevant independent third party.

The Content Service Provider's Helpdesk must offer a good customer experience and the helpdesk number must always be clearly shown on any advertising.

The preference is for the Content Service Providers to provide a live agent helpdesk during office hours i.e. 8am to 8pm Mon-Fri and 8am to 6pm weekends + public holidays. Calls should be answered by agents within 2 minutes

As a minimum the Helpdesk should be a 24/7 IVR service that complies with the requirements set out below

An example of an acceptable IVR service is as follows:

"Welcome to (CONTENT PROVIDER), this is a 24 hour automated service. Please listen to the instructions:"

- 1 Press 1 to STOP a service – Please leave your name, mobile number, short code and if you have been in a subscription database, you will get a confirmation that you have been unsubscribed within 12 business hours.
- 2 Press 2 to re-request the information/content again
- 3 Press 3 to leave a message – Please leave your name, mobile number and the details of your issue and an operator will call you back within 12 business hours.
- 4 Press 4 to speak to an operator (if after hours pass to number 3)

The Content Service Provider's Helpdesk must:

- greet the customer with the name of the Provider and, where applicable, the name of the person who is taking the call;
- respond to verbal complaints which are left on the answering service by having an operator call the customer within 12 business hours;
- acknowledge written complaints within 48 hours of receipt of the complaint and advise the complainant of the timeframe for the possible final determination of the complaint;
- check to ensure all customers' "STOP" requests were successfully actioned within 12 hours of the customer selecting the option;
- Resolve direct customer complaints within 2 working days;
- resolve escalated complaints within 2 working days of the customer call or email from the relevant Carriage Service Provider's Customer Care;

- resolve further escalated customer complaints within 1 working day of the customer call or email from the relevant Carriage Service Provider's Customer Care;
- advise the complainant of the outcome of the investigation of their complaint and, if requested by the complainant, provide this in writing;
- On resolution of a customer complaint:
 - Send email to the relevant Carriage Service Provider's Customer Care to demonstrate how the issue has been resolved. The email must contain the following information:
 - In the email subject field, the Short Code – MSISDN.
 - The Time/Date the customer made contact with the Content Provider's Helpdesk environment.
 - The customer's name.
 - A brief description of the customer's issue/complaint.
 - A description of the resolution reached with the customer.
 - The Time/Date the resolution was reached with the customer.
 - Reply to the email from the relevant Carriage Service Provider's Customer Care for escalated complaints to demonstrate how the issue has been resolved.
- retain all records relating to a complaint for a minimum of two years;
- make all records of individual complaints available to the relevant Carriage Service Provider on request;
- advise the customer of their external avenue of recourse (i.e. the TIO) where the customer is dissatisfied with the outcome of their complaint or where the customer requests such information;
- where a complaint does not relate to the Content Service Provider's products or services, refer the customer to the organisation that can properly address the complaint;
- not demand payment of genuinely disputed amounts whilst the complaint is being investigated;
- not insist that the customer who requests a refund to put the request in writing;
- where applicable, credit the customer by sending a cheque to the customer's delegated address in a timely fashion; and
- work with the relevant Carriage Service Provider's Customer Care in accordance with all provisions contained in this section 7 of the Guidelines.

In addition, the Content Service Provider's or Content Provider's complaint processes must:

- be accessible to all customers, including people with disabilities;
- be easy for the complainant to use;
- give rise to no undue inconvenience to the complainant;
- be provided at no charge to the complainant;
- be fair and reasonable;
- include appropriate methods to take action and for monitoring undertakings made to complainants;
- include an appropriate escalation process for handling complaints;
- electronically record complaints received and resolutions reached;
- include a complaints handling policy which is publicly available on the Content Partner's and/or Content Service Provider's web site;
- include information about a customer's right to complain in its complaint handling policy;
- include methods of lodging complaints which are accessible and flexible and which are free or low cost methods – e.g. telephone, email, internet, post; and
- include a process whereby all complaints are continuously classified and analysed to identify recurring and systematic problems and trends in order to rectify and eliminate underlying causes of complaints and improve customer service.

DEFINITIONS

| | |
|--------------------------------|---|
| Content Provider | Has a contractual relationship with a Content Service Provider, in order to provide mobile content/messages to the Content Service Provider. |
| Content Service Provider | Has a contractual relationship with the relevant Carriage Service Provider, in order to deliver mobile content/messages or is a Carriage Service Provider delivering mobile content/messages. |
| Mobile Originated (MO) Message | Where the premium is charged on the text being sent by the customer from their mobile to the Content Service Provider. |
| Mobile Terminated (MT) Message | Where the premium is reverse-charged by the Content Service Provider to the recipient of the text. |
| Short Code | Number between 6-8 digits to be provisioned across local mobile operators to enable the charging of premium rates. |

VERSION HISTORY

| Date | Version | Reviewer Name | Comments/Changes |
|--------|---------|--|--|
| 291006 | 29100 | Jeni Floyd Communications Alliance Scheme Custodian | 220806 Version of Guideline amended to change references from Mobile Premium Services Self-Regulatory Scheme to Mobile Premium Services Industry Scheme (MPSI Scheme) to ensure consistency with the Determination (as amended on 280906) and TIO terminology. Changes appear in header/title page, date of document and opening statement. No other changes made. |
| 030407 | April | MPSI Scheme Management Group – Working Group convened to Revise Guideline | Guideline amended at clauses: <ul style="list-style-type: none"> • 3.2.2 • 3.2.5 • 3.3 • 3.12 • 4.1.9 • 4.2 • 6.1 |
| 160507 | May | Jeni Floyd Communications Alliance Scheme Custodian | Two corrections made to Guideline numbering only at 3.12 (now new 3.8 / Part A) and Section 7 |
| 030707 | July | Jeni Floyd Communications Alliance | Reformatting of entire document completed and numbering mistake corrected in the Guideline, Section |

| | | | |
|--|--|------------------|---|
| | | Scheme Custodian | 5.3. In the reformatted document previous clauses 5.1.1 and 5.1.2 have been corrected to 5.3.1 and 5.3.2. All other numbering is identical to the previous version. |
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