



PRS

Code of Practice

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Author: **Olivia McDonald**
Department: **MICS**
Approved: **Paul Gill**

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Change History

The following revisions have been made to this document

Version 1.3

Addition of sections 10 and 11. Amended wording of section 5.4

Version 1.4

Revision of sections 5.7, 5.8, 7.1, 9, 11.9; Revised guidance on emoney regulations. New guidelines on marketing to ex-subscribers.

Version 1.5 (Aug 2005)

Various updates to include code extension for subscription services (10.6, section 11) broadened up STOP command to cover common user errors (10.2)

Version 1.6 (Sept 2005)

Section 9 has been revised following industry consultation, in order to clarify existing requirements.

Version 1.7 (June 2007)

Various updates have been made including; extending the requirements for unsolicited messages and reverse charging (4.2, 4.6, 4.7, 4.8) and adding the anonymous SMS requirements section (7).

PRS – Code of Practice

1. General

- 1.1. The premium rate services agreement which has been entered into by you imposes a number of obligations on you, including, in particular, a requirement to ensure that your services, the messages that you send and all associated marketing materials comply with all applicable laws and regulations. These guidelines do not qualify those obligations in any way.
- 1.2. We recommend that you obtain independent legal advice on your services to ensure that you are compliant with your obligations under the premium rate services agreement and applicable law. These guidelines are not intended to constitute legal advice to you or to address all legal issues which are likely to apply.
- 1.3. These guidelines shall constitute a Code of Practice issued by Vodafone Limited, and you are required to comply with these guidelines pursuant to the premium rate services agreement for voice or message services that you have entered into.
- 1.4. Vodafone may at its option and without incurring any liability to you, suspend its services, withhold payments due to you and recover reasonable costs that it has incurred in making refunds to customers and investigating any breach of this Code, if it has reason to believe that you are in breach of the premium rate services agreement (which includes this Code of Practice).

2. The Independent Committee for the Supervision of Standards of Telephone Information Services ("ICSTIS")

- 2.1. You should ensure that your service complies with all the requirements of the ICSTIS Code of Practice and Guidelines. These can be found at www.icstis.org.uk
- 2.2. Before offering any premium rate voice or message service, you must notify ICSTIS with the telephone number ranges and the name, address, email address, telephone number and fax number of the person representing the service provider who is nominated to receive all communications in connection with the application of the ICSTIS Code of Practice.

- 2.3. You may also need to obtain prior permission from ICSTIS if you are offering certain services, such as, for example, live conversation. When you have obtained permission for such services, please provide to Vodafone a copy of the certificate from ICSTIS confirming that permission has been granted prior to operating such services.

3. Banned Service Providers

- 3.1. You must not knowingly engage or permit the involvement of any individual who is banned from offering premium rate services by ICSTIS as an "Associated Individual". A list of these individuals is published in the monthly report produced by ICSTIS, which can be found on the ICSTIS website above.

4. Unsolicited Messages and Reverse Charging

- 4.1. Unsolicited messages - Commercial text message messages must not be sent to Vodafone's customers unless they have given their prior consent and agreed to receive such messages. Sending unsolicited text messages is against EU law.

- 4.2. Consent must be obtained from the end user opting in to receiving marketing information. It must be clear to the end user that they are opting in. The opt in box may be pre ticked for updates from the service provider.

Yes, I want free updates on new products, services and special offers sent to my mobile by (service provider)

Yes, I want free information send to my mobile by business partners of (service provider).

- 4.3. Reverse Charging - Customers must not be sent text messages for which they will incur a charge unless the customer has previously agreed to this.

- 4.4. You, as the supplier, are responsible for compliance with the requirements of paragraphs 4.1, 4.2 and 4.3 and you should retain copies/confirmation of consent to show to Vodafone on request.

- 4.5. If consent has been obtained from customers to marketing via text message, such marketing must be restricted to products and services which are the same or similar to those originally provided and for which consent was originally given. Text messages which promote products or services dissimilar or unrelated to the original consent may only be sent where the additional and specific consent of a customer has been secured.

- 4.6. Messages should not continue to be sent to a MSISDN to which an MT message has not been successfully delivered for a period of 6 months.

- 4.7. SMS Marketing Messages

SMS marketing messages must state that they are free by including in the message 'free message' or 'freemsg' at the beginning of the message.

The ability to opt out of future marketing messages must also be stated in the body of the message e.g. 'to unsubscribe reply STOP to 8XXXX'.

4.8. WAP Push Marketing Messages

WAP push marketing messages must state in the title that they are free and identify the short code related to the service e.g. '8xxxx: free message'.

Service providers should offer users a simple mechanism for opting out of receiving marketing messages. The service provider must select whether they achieve this by either one or both of the following mechanisms:

1. A short code to which the user can send a STOP command in order to unsubscribe from WAP marketing messages should be clearly available on the WAP page or site which could state "to unsubscribe from receiving further messages send STOP to 8xxxx". This should be located on the front page.

2. Recipients of WAP push marketing messages should be able to click a link on the WAP site to unsubscribe from receiving such messages. This should be located on the front page.

4.9. WAP Push Pricing

Service providers must provide unambiguous pricing by ensuring that the cost of the service is clearly viewable on every WAP page above ANY billing link or group of links which can be clicked/selected to action a payment (e.g. above a "Buy Now" button).

4.10. Billing MT messages for purchases from a WAP site

All billing MT SMS relating to a purchase from a WAP/XHTML site must begin as follows:

"You have been billed £x.xx [<for product> (optional)], <Service Provider name>, <Customer care number>"

5. Information to be provided

The following information must be provided to a customer by you before any charges are applied. All information must be supplied in a clear and unambiguous manner and in a form which is readily intelligible to recipients of a premium rate service. For subscription based services, additional regulations apply – refer to section 11.

5.1. The identity of the supplier - This must be the trading or operating name of the organisation. If the service is a text message service,

we would recommend adding the words "From [company name]" at the beginning of a text message, and including this information in associated marketing and promotional material. Premium rate voice or text services must not imply that such services are being supplied by or are endorsed by Vodafone

5.2. Contact details, which must consist of at least one of the following:

- a full postal address including postcode;
- a PO Box number including postcode (PO Box numbers cannot be used in the case of employment, employment information and business opportunity service);
- A telephone contact number (which must not be charged at a premium rate).

5.3. A description of the service - It should be clear to the customer what a service is (i.e. a reverse charge text chat service, entertainment service, information service, etc) and how it works. Text messages should not use any implied personal message or other message which creates a false imperative to reply by premium text message or by premium rate telephone number. There are no definitive rules as to what may constitute such an invitation - it is up to you, as the supplier, to apply common sense. Examples of implied personal messages may include "I fancy you", "I miss you", "I'm lonely do you want to chat?", "where are you?", "Urgent, please call".

5.4. The price (including tax) of the service - The price must be clear and not misleading in any way. This will mean giving the full price of the service, wherever possible, including the cost to initiate and terminate the service. For example, for a text message game, we would recommend that both the price of each text message sent and received and the total maximum cost of playing the entire game should be provided. Pricing information must be prominently displayed and easy to understand and where the customer is unlikely to have seen or heard any promotion containing pricing information, the pricing information should be placed at the beginning of the message or call.

If you are providing a service via WAP, such as the provision of multimedia messages, you must:

5.4.1. Make clear to the customer before the service is confirmed (e.g. in advertising materials) that the customer will also be charged in accordance with their standard GPRS tariff to download any content and that the customer will need a handset capable of receiving multimedia messages and enabled to receive these messages.

5.4.2. Not attempt to submit any unsolicited multimedia messages via WAP. In this regard, it is not sufficient that a customer has previously given consent to receive marketing messages; rather, a customer must be aware

of and agree to the GPRS charge to download any 'free' multimedia messages.

If you are charging for these services via premium rate text message, you must, in addition:

- 5.4.3. Ensure that any message sent to the customer containing the URL where they download a Multimedia Message or other WAP content is not charged at a premium rate.
- 5.4.4. Send a separate text message, which can be charged at a premium rate, which sets out your company name or contact number and repeats the cost of the Multimedia Message or WAP content and the fact that the customer will also be charged in accordance with their standard GPRS tariff to download the Multimedia Message or WAP content. This is so that the customer can recognise the service when they receive their phone bill. For the avoidance of doubt, you must still provide pricing information in advance of the provision of the service.
- 5.4.5. Use a separate Sub-Address for premium rate text traffic used to charge for Multimedia Messages.
- 5.5. Arrangements for payment i.e. how the charges will be billed.
- 5.6. How long the service is available for (where applicable). For example, for a text message chat service where users continue to receive messages, we would recommend sending a message to the customer which states that "You will receive up to X amount of messages. To cancel at anytime Text STOP to xxxx".
- 5.7. Instructional Messages

Instructional messages are messages that welcome, explain or provide general or specific information about a premium rate SMS service to customers but are not a substantive part of the service being promoted. **These messages must not be charged at premium rates.**

Non-exhaustive examples of instructional messages include:

- An SMS sent confirming the age of a customer
- An SMS sent confirming the exit of a customer from a service
- An SMS sent explaining how a service works but which does not contain any 'content' or form a substantive part of the service itself.
 - How customers can cease or exit a service and ensure no further messages are received and charged for. This information must be provided before a customer starts to engage in the service. This opt-out 'request' should be charged at normal (and not premium) text message rates and require not more than one text message to take effect. Any

messages confirming exit from the service should be free. See Section 10 for STOP code requirements

The above information may be provided in marketing literature or on an associated website. However, you, the supplier should check that the customer has seen this (or has had a reasonable opportunity to see it), for example by referring the customer to this material. You, as the supplier, must ensure that the customer is also able to obtain the postal address of the supplier's place of business where complaints can be sent.

Vodafone requires that as a minimum, the name, contact details and price of a service must be included in any text message marketing a service.

6. Age Checks

For 'text chat' services of an adult nature (i.e. sexual entertainment), you must ensure that the customer is over the age of 18 before starting a service in accordance with the ICSTIS Guidelines.

Prior to running any services which are deemed as Adult under the Vodafone content standards for 3rd party guide, you must inform Vodafone of the URLS content is delivered from and also the Shortcodes used for charging, subscription and delivery of content.

7. Anonymous SMS

Services that enable users to send SMS's to recipients from a website without using their own MSISDN

- 7.1. The identity of the user must be verified by using services such as credit card registration.
- 7.2. Users of the service must be over 18.
- 7.3. A second message must be sent to the recipient immediately after the initial message. This should contain the sender's identity and mobile number.
- 7.4. The recipient should be able to identify the sender via the web or calling a non premium rate number.
- 7.5. The service provider should monitor any voicemail box for user complaints and alert the police or any governing body where they feel it is appropriate.
- 7.6. The recipient should be able to use a STOP command to bar any further messages from the service.

8. Legal and Regulatory Compliance

The following are common areas of concern:

- 8.1. Prize Competitions/Prize Draws - Legal advice should always be taken when offering prize competitions or prize draws to ensure that they are not illegal. Competitions should always have a publicised closing date, and lists of winners must be made available on request.
- 8.2. You, as the supplier, must comply with any other applicable codes of practice, such as the British Codes of Advertising and Sales Promotion, which are supervised by the Advertising Standards Authority and those published by the Independent Television Commission and the Radio Authority.
- 8.3. You should ensure that all personal data and mobile phone numbers is processed in accordance with the requirements of the Data Protection Act 1998 and the Telecommunications (Data Protection and Privacy) Regulations 1999, The Privacy and Electronic Communications (EU Directive) Regulations 2003, and any other relevant legislation. Further information on these requirements can be obtained from the Office of the Information Commissioner and their website www.dataprotection.gov.uk
- 8.4. Where you have sub-contracted the provision of text messages to anyone else, you, as the supplier, remain responsible for compliance with the premium rate services agreement and these guidelines.

9. Marketing to Children

- 9.1. The recent Independent Expert Group investigation into Mobile Phones and Health under Professor Sir William Stewart has stated that, on the basis of the evidence currently available, there is no need for the adult regular phone user to be worried about the use of mobile phones.
- 9.2. However in accordance with the precautionary approach which the Expert Group adopted in its report, the Expert Group recommended that the widespread use of mobile phones by children for non-essential calls should be discouraged and that the mobile phone industry should refrain from promoting the use of mobile phones by children: that is the under-16s.
- 9.3. In the UK, Vodafone does not market or promote mobile phone services to the under-16 age group. Vodafone has no products targeted at this age group, does not advertise in publications targeted at the under-16s and does not range its products in areas of retail stores targeting children (such as toy sections). It is a requirement of companies using Vodafone premium text message services that this group is not targeted and that premium text message services do not have the effect of promoting non-essential mobile phone calls to those below the age of 16.

10. E-Money Restrictions/Services Not Delivered To The Mobile (SNDTTM)

- 10.1. The EU commission have issued updated guidance on what constitutes e-money, easing the definition in relation to pre-pay mobile credit. Whilst the final say on the matter in the UK is in the hands of the FSA, whose guidance is expected later in the year, the previous restrictions on service not delivered to the mobile can be relaxed.
- 10.2. Premium SMS may now be used to pay for content and services not delivered to the mobile, subject to the following conditions:
 - 10.2.1. each transaction requires an MO
 - 10.2.2. A transaction is defined as a single MO SMS tied to a single MT SMS to a maximum value of £10.12p
 - 10.2.3. It is the responsibility of the aggregator or service provider with a direct connection, to provide monthly reports to Vodafone, reporting the ratio of MOs to MT on each short code.
- 10.3. Short code ranges **78XXX** and **79XXX**
 - 10.3.1. It is required to run SNDTTM only on these defined short code ranges.
 - 10.3.2. Both MO SMS & MT SMS must use the same short code.
 - 10.3.3. A **79xxx** prefix must be used where the service is only for adults aged 18 years or over. Where appropriate the IMCB classification framework shall be used. This does not discharge Service Providers from existing legal requirements to verify consumers' age.
- 10.4. **Subscriptions** - Recurring payments may be permitted where an MO is received from the consumer for each transaction as described above. An invitation MT for the consumer to agree to a further payment may be sent (in accordance with existing requirements) and this may be either;
 - 10.4.1. In a prior billed message provided this in accordance with 1. above or
 - 10.4.2. in a free to user message
- 10.5. Service providers offering SNDTTM should be aware that future FSA regulation may still prohibit such services, and that today's

position of allowing them to operate may be revoked by Vodafone at any time.

11. STOP Command for Mobile Text Services

- 11.1. In support of the consultative work performed by the Mobile Data Association in 2004 Vodafone requires all text services to support STOP texts as follows:
- 11.2. STOP TEXT – is any MO text message starting with the word ‘stop’. The word stop can be made up of any mix of lower or upper case letters and be followed by a space, full stop or by no further character. Service operators should make reasonable efforts to understand and process STOP commands where stopping the services are clearly the customer’s intention.
- 11.3. STOP ALL TEXT – is similar to the STOP TEXT and contains the words ‘stop all’.

In certain cases the word ‘stop’ may be preceded by spaces or by a tag such as ‘<forwarded from...>’ – the word ‘stop’ may follow such characters.

- 11.4. A STOP TEXT sent to a short code will terminate the text services from that short code as follows:

If the short code is used for only one service then that service shall be terminated.

If the short code has shared use for several services then the most recent service used by the handset shall be terminated. This means the service sending the most recent Mobile Terminate (MT) Text.

A STOP ALL text shall terminate all services on the short code.

- 11.5. A STOP TEXT sent in response to a free of charge text– such as a marketing message will terminate the users consent for all further texts.
- 11.6. Receipt of a STOP instruction, whether by MO SMS or through other routes such as a telephone helpline, web site or email must be confirmed by a free MT message.

If an MO text cannot be decoded it is acceptable that the text application sends a helpful text to the handset.

- 11.7. Wherever STOP instructions are displayed, the information provided must advertise the generic STOP command, and additionally service specific STOP commands – for example “stop polytones” may also be advertised.

12. Subscription Services

- 12.1. Definition of Subscription Service

- Recurring service initiated by a sign-on process
- Scope – all services billed by a mobile payment mechanism – not just SMS services
- The result of a single sign-on process is one single subscription service, and rules apply for each single subscription service

12.2. General requirements

12.2.1. UK helpline. Service operators must operate a standard or freephone customer helpline and advertise the number where required below. The number shall at all time offer direct access to spoken terms and conditions, including name of service, pricing amount and frequency, STOP command. The helpline, if manual, must be staffed during normal UK office hours (9am-5pm, Monday-Friday) and provide a message taking facility outside of these hours. Customers must be able to unsubscribe through this helpline.

12.2.2. 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. Customers must be able to unsubscribe through this website

12.2.3. Messages should not continue to be sent to a MSISDN to which an MT message has not been successfully delivered for a period of 6 months.

12.2.4.

12.3. Advertising & Promotion

12.3.1. **TV Advertising** – relating to 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.

There must be a voiceover which includes the above text including details of initial fees if relevant. 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.

- 12.3.2. **Radio Advertising** - the voiceover shall note the cost per billing period, including any initial charge (e.g. membership, joining fee, etc) and renewing nature of the service. This text must be spoken as part or all of the voiceover –

“Join/Subscribe to [service name optional] for [cost of service in £] per [billing frequency][plus joining fee]”

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.

- 12.3.3. **Print & Web-based Advertising** - relating to subscription services must include the following text in a prominent position within the body of the advert–

“Join/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.

For print advertisements spanning more than one page this text must be on the first page. For web-based adverts the text must be static, and visible without requiring the viewer to scroll down and see it (assuming a 800x600 desktop).

This text 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.

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 [short-code]”*- this must be the advertised short-code used for activation of the service.

- 12.3.4. **WAP/MMS/xHTML Advertising** –

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

“Join/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. Also see section 5.4.2 for specific user permission regarding MMS advertising using non-operator MMS channels.

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

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

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

- 12.3.6. **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 –

“Subscribe to/Join [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 SMS, WAP & MMS-based advertising, marketing or promotion, the availability of a command to opt out of further marketing messages shall be provided within the body of the text. This must be **STOP** to originating short code as with other services or “send **STOP** to XXXXX” if not sent from short-code. Alternatively, a single “click here to **STOP** further marketing messages” link on the target page of a wap push is acceptable.

NB – If in any advertisement, irrespective of the media used, there are multiple services, 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 GBP 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.

12.4. Service Operation - subscription initiation

12.4.1. All subscription services are required to have an MO element to the sign up process, regardless of how or where the service is operated. For example, if a user is sent a PIN as part of a web registration system, the user should be required to reply “yes” to the short code that sent the PIN

12.4.2. The Initial subscription message must be in the following format

*“[FreeMsg.] U have joined/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].”*

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

12.5. Service operation – subscription reminder where the service is charged less than or equal to 50p inc VAT

12.5.1. At least once a month, the cost per message (including VAT) is advised. This may be at the end of a service message

Example: ‘FA Premiership HT. Portsmouth 1, Southampton 1. Each text costs 25p’

12.6. Service operation – subscription reminder where the service costs more than 50p inc VAT

12.6.1. At least once per month the following information shall be sent to subscribers:

*“[Free Msg.] 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].”
[promotional content]*

This message must be the first message of any group sent, and may be sent free-to-receive or premium rate as part of the service billing.

12.7. Service operation – Stop command reminder

12.7.1. Subscription service users must be sent a reminder of the stop command. The frequency is determined by the cost of the service.

12.7.2. Service operator must send a stop command reminder every time the spend reaches £20 since last stop command reminder.

12.7.3. 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

12.7.4. Definitions 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

12.7.5. Service operators may discharge their responsibility for separate **STOP** command reminders by including the **STOP** command in every service message, such as the monthly subscription reminder or in every billing message group.

12.7.6. The body of this message must read as follows:

"[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]."

12.8. Service Operation – Opt out of STOP command

12.8.1. Subject to prior permission from ICSTIS, service operators may offer the facility for consumers to choose to opt out of the spend reminder for specific services. This is primarily intended for high value services aimed at informed adult customers, in which the frequency of spend alerts would be annoying to the user or disruptive to the service. Another example might be a corporate service where the corporate might not want an employee to be able to stop a service.

12.9. Termination of Services

12.9.1. After a user has sent a “STOP” command to a service, the service operator must not submit any further billing messages for the relevant service.

12.9.2. No service may advertise or operate a “minimum subscription period”. Users must be free to leave a service at any time and service operators must do nothing to indicate that this is not the case.

12.9.3. Where mobile operators provide lists of dormant or quarantined MSISDNs, service providers must clean their databases to reduce the number of failed billing attempts.

12.10. Post subscription Marketing

12.10.1. Users who have sent in STOP to cancel a service are particularly sensitive to any further messages they receive from that service. Service operators wishing to continue advertising to ex-subscribers are advised to take the following action to avoid unnecessary complaints

- Inform the customer that this will happen in the subscription cancellation (**STOP** acknowledgement) message, and provide an opt-out at that point
- Begin marketing messages with the phrase “FreeMsg”.
- **STOP** sent in response to a marketing message must unsubscribe the user from further marketing messages. In addition such user’s numbers must not be sold on to other companies for marketing purposes.