

# Premium SMS Service Provider Conduct Policy

## IMPORTANT NOTICE

This Policy sets out certain minimum standards with respect to the provision of Premium SMS Services.

You have been directed by Telstra that you must comply (and must ensure that your suppliers comply) with this Policy when accessing the Telstra Network to provide your Premium SMS Services to Telstra's Customers.

This Policy applies in addition to, and does not derogate from:

- your obligations under applicable laws, regulations, industry codes (voluntary and involuntary) and standards ("Laws"); and
- your other obligations to Telstra under your Premium SMS Service Provider Agreement with Telstra ("the Agreement").

It is your sole responsibility to comply with all applicable Laws in respect of the marketing and provision of your Premium SMS Services. Telstra does not represent that by your compliance with this Policy you will comply with all applicable Laws.

Further, nothing in this Policy limits or excludes, and your compliance with this Policy shall not limit or exclude, Telstra's rights under the Agreement including, without limitation, under clauses 6.10, 6.11, 7.10 and 16.4(f).

## 1 CUSTOMER CONSENT

- 1.1 You must receive customer consent prior to the sending of any material to the customer. 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.
- 1.2 For material of a nature that is charged to the customer's mobile account, prior receipt of express consent via MO SMS is also required. Customers must not be sent any messages of a chargeable nature unless they have clearly and specifically consented to the receipt of such charged messages in this manner.
- 1.3 For the purpose of this Code, consent requires that the customer has been clearly and reasonably informed in advance of the nature and content of the service they are consenting to be provided with. Where express consent is required, the customer must be authenticated as having a clear relationship with the end mobile device, via use of an appropriate authentication mechanism.
- 1.4 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.

### Confirmation message – subscription services

- 1.5 Before commencing a subscription service where the customer has subscribed without initiating it via a MO SMS from their mobile, you must send a subscription verification message to the customer as a standard, dedicated SMS at no charge, containing at least the information set out in the example below.

[FreeMsg] Our records indicate you wish to subscribe to [name of service]. Cost = [cost of service in \$] per [message/time period as appropriate]. To subscribe, SMS YES to 19xxxx. Helpline 1800 xxx.

- 1.6 Once a subscription has been verified in accordance with paragraph 1.5 or where a customer has subscribed via a MO SMS from their mobile, and before commencing the subscription service, you must send a subscription confirmation message to the customer as a standard, dedicated SMS at no charge, containing at least the information set out in the example below.

[FreeMsg] Thank U for subscribing to [name of service] cost = [cost of service in \$] per [message/time period as appropriate] until u SMS STOP to 19xxxx. Helpline 1800 xxx [provider name]

- 1.7 Customer opt-in must occur via MO SMS, regardless of the means by which the customer subscribes to a subscription service. There must be a nominal charge for the MO SMS referred to in paragraphs 1.5 or 1.6, so that the MO SMS appears in the customer's account records to evidence customer opt-in.
- 1.8 The subscription verification message referred to in paragraph 1.5, and the subscription confirmation

## Premium SMS Service Provider Conduct Policy

message referred to in paragraph 1.6 are service messages only, and must not contain any marketing information.

### Withdrawal of consent

- 1.9 You must implement appropriate, legally compliant procedures to enable the customer to opt out of receiving any type or category of messages. These procedures must be easy to use and minimise any cost or inconvenience to the customer. As a minimum, you must comply with paragraph 5 in relation to cancelling subscriptions.

### Retention of records

- 1.10 Without limiting your obligations under the Agreement in relation to records, you must retain records of all customer consent to acquire your Premium SMS Services. To the extent that these actions were undertaken via mobile, you must retain sufficient information (including, by way of example, the log of a customer's MO SMS opt-in and the content of that MO SMS) for Telstra to reconcile the transaction with its internal records if required.

## 2 NOTIFICATION OF CUSTOMER EXPENDITURE AND ONGOING SUBSCRIPTION

- 2.1 Customers can find it difficult to keep track of actual expenditure when using a premium mobile service. You are required to send a reminder text to all active customers at least once every calendar month, as follows:

<b>\$30 expenditure notification</b>	<b>30-day subscription reminder notification</b>
<p>Immediately a customer reaches or exceeds a \$30 expenditure increment for:</p> <p>(a) a short-code, within a given calendar month; or</p> <p>(b) a subscription service, regardless of time subscribed,</p> <p>a \$30 expenditure notification SMS containing at least the information set out in the example below must be sent to the customer.</p>	<p>If a customer using a subscription service has not received a \$30 expenditure notification for that service within a given calendar month, then a 30-day subscription reminder notification containing at least the information set out in the example below must be sent to the customer at the end of the calendar month.</p>
<p><b>Example \$30 expenditure notification – non-subscription service</b></p>	<p><b>Example 30-day subscription reminder notification</b></p>
<p>[FreeMsg] Courtesy message from [name of service]. U have reached or passed \$30 on short-code [short-code] this month. For your info only, no action required.</p>	<p>[Free Reminder] U are subscribed to [name of service/optional description]. Cost = [cost of service in \$] per [billing frequency], until you SMS STOP to [originating service short-code]. Helpline 1800 xxx.</p>
<p><b>Example \$30 expenditure notification – subscription service</b></p>	
<p>[FreeMsg] U are subscribed to [name of service]. U have reached or passed \$30 spend. To cancel SMS STOP to [short-code]. Helpline 1800 xxx.</p>	

- 2.2 Notification messages must be sent as a standard SMS message, containing no other content (such as marketing content). To avoid doubt, WAP push and alpha header messages are not permitted for this purpose.

- 2.3 Where a notification message relating to a particular service is sent from a number other than the short-code from which the particular service is supplied, you must treat any message sent to that number by a subscriber as if it were sent to the short-code. For example, if a subscriber sends a STOP command to the sending number, the STOP command must be actioned as if it had been sent to the short-code.

### No minimum subscription period

## Premium SMS Service Provider Conduct Policy

---

- 2.4 No service may advertise or operate a 'minimum subscription period'. Customers must be free to leave a service at any time, and you must in no circumstances suggest otherwise.

### 3 MARKETING, PROMPT OR INDUCEMENT MESSAGES

- 3.1 Where a service includes the provision of marketing, prompt or inducement messages as a component of the service, you must, before or on commencement of the service, provide the recipient the option to opt out of receiving such messages.
- 3.2 Marketing, prompt or inducement messages may only be sent to a customer for a period of 30 days from the time the recipient last used the service, and only if the customer has opted in to receive such messages. After this period, the customer must be removed from all marketing databases.
- 3.3 Where a customer would incur a premium rate charge in replying to or actioning a marketing, 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.
- 3.4 Where a customer notifies you of their wish to opt out of such messages, the request must be complied with immediately and no further messages may be sent until such time as the customer requests or consents to the receipt of further message. You must confirm by return message, at no charge to the customer, that the customer's request to opt-out has been acted upon.
- 3.5 All messages composed and/or conveyed by you must contain sufficient information to enable the customer to identify the originator of the message and to allow the customer to easily opt out of further messages.

#### Marketing databases

- 3.6 The *Australian eMarketing Code of Practice* and the *Spam Act* apply to any marketing messages, and you must comply with these and all applicable laws, standards and codes of practice.
- 3.7 As a guide, you may only include a customer in your marketing database where:
- (a) the customer has an ongoing relationship with you; that is, the customer has subscribed to an ongoing service; or
  - (b) the customer has provided express consent to receive marketing message; or
  - (c) it was a condition of purchase or entry that the customer agree to receive marketing messages and this condition was brought prominently to the customer's attention (not merely included in the terms and conditions),
- and:
- (d) the content of the message includes accurate sender information as required by the Spam Act; and
  - (e) the terms and conditions clearly state and alert the customer that they are consenting to inclusion of their details in a marketing database, and provide clear instructions on how a customer can opt-out of the marketing database, either on initiation of the service or at a later date.
- 3.8 Any marketing message sent to a customer must:
- (a) be a standard SMS, containing no content other than the marketing content. To avoid doubt, WAP push and alpha header messages are not permitted for this purpose;
  - (b) be at no charge to the customer – 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;
  - (c) commence with the phrase [FreeMsg];
  - (d) not use any implied personal message or any other message which creates a false imperative to reply by premium text;
  - (e) not include any adult related language or concepts;
  - (f) relate only to services provided by you that are of the same nature as the previous service

## Premium SMS Service Provider Conduct Policy

---

utilised by the customer; and

- (g) include details of the STOP command to stop any further marketing messages.

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

### Post subscription marketing

3.10 In addition to the requirements set out in paragraphs 3.1-3.5 and 3.8, if you wish to continue advertising to ex-subscribers you must take the following action to avoid unnecessary complaints:

- (a) inform the customer that this may happen in the message confirming subscription cancellation, and provide an opt-in at this point; and
- (b) only send messages to customers who have opted in to receive them.

## 4 SHORT-CODES

4.1 Where content is delivered or accessed using short-codes, it must be provided on short-codes consistent with your assessment of items of content and the *Numbering Plan*.

### Changes to price points or content offered on short-codes

4.2 When a service operating on a short-code is to be replaced with an alternative service using 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. 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 3 months. Specific, clear and authenticated customer consent must be obtained for inclusion of customers as subscribers to the alternative service.

4.3 If you wish to increase the price points of any service:

- (a) **the service must have been offered with a clear statement that the price may change;**
- (b) you must notify all existing customers of the service of the upcoming price change and effective date. This notification must occur at least **30 days** prior to the price change being implemented; and
- (c) after receiving notice in accordance with paragraph 4.3(b), customers must be able to elect not to use the service without attracting any additional charge.

## 5 CANCELLING SUBSCRIPTIONS

### STOP requests

5.1 A STOP request sent to a short-code should terminate **all** services from that short-code as quickly as possible following receipt of the STOP command, but in any event within one business day of the customer sending the STOP command. If the requesting customer is subscribed to multiple services on one short-code and clearly and unambiguously identifies the service to be terminated by name in the STOP request (for example, by sending "stop [service name]"), then only the identified service must be terminated.

5.2 Any request sent to the short-code containing the word "stop", without case sensitivity, anywhere within the message body must be treated as a STOP request. Customers must not incur any charges beyond a standard text message charge for unsubscribing using a STOP request.

5.3 **If a message is received containing words that a reasonable person would interpret as a request to cease receiving content and/or the service, the message must be treated as a STOP request in accordance with paragraphs 5.1 and 5.2. Examples of such words may include 'cancel', 'please don't send anymore', 'who are you', 'no more texts', 'fxxx off' or substantially similar wording (note that these are intended as examples only, and not as an exhaustive list).**

5.4 **If a message is received which gives any reason for doubt as to whether the customer wants to continue to receive content and/or be subscribed to your service, you must send a subscription verification message in accordance with paragraph 1.5. To avoid doubt, paragraphs 1.7, 1.8, 1.9 and 1.10 apply in these circumstances.**

### Other mechanisms for cancellations

5.5 You are required to make alternative mechanisms available for customers to request cancellation of

## Premium SMS Service Provider Conduct Policy

subscription services, accessible at a non-premium rate. Examples may include online, via email or via helpdesk call.

### Charges after cancellation

- 5.6 If you inadvertently continue to provide your Premium SMS Services to a customer after a STOP request has been received, you must refund the customer all charges relating to such provision of your Premium SMS Services.

### Confirmation of cancellation

- 5.7 Regardless of the method used by a customer to cancel a premium service, a free-of-charge standard text message must be sent to the customer's handset as soon as possible but in any event within 1 business day after the STOP request is received, to confirm the termination of the service. The confirmation message must contain at least the information set out in the example below:

[FreeMsg] U are now unsubscribed from [service name]. To re-subscribe, SMS [trigger word, eg "TONES"] to 19xxxx. Cost = [cost in \$] per [message/time period as appropriate]. Helpline 1800 xxx.

### STOP requests in relation to marketing messages

- 5.8 A STOP request sent in response to a marketing message will immediately terminate the customer's consent for delivery of any further such messages, and you must immediately remove the customer from your marketing database. No further such messages may be sent unless the customer independently opts back in to receive the messages at a later time.

### Error messages

- 5.9 If a customer sends an indecipherable or invalid content request to you, an error notification or clarification message must be sent, as a free-of-charge standard text message, to the customer, containing at least the information set out in the example below:

[FreeMsg] From [service name] – The requested item code xxxx does not exist. Please check code again and SMS to 19xxxx. Helpline 1800 xxx.

### Retention of records

- 5.10 Without limiting your obligations under the Agreement in relation to records, you must retain records of all customer cancellations or STOP requests in respect of your Premium SMS Services. To the extent that these actions were undertaken via mobile, you must retain sufficient information (including, by way of example, the log of a customer's MO SMS opt-out and the content of that MO SMS) for Telstra to reconcile the transaction with its internal records if required.

## 6 CUSTOMER CARE AND COMPLAINTS HANDLING

- 6.1 You must provide satisfactory customer complaint and inquiry procedures to address any issues raised in the supply of content and services to customers.
- 6.2 Where a complaint is not resolved by you, Telstra may resolve the complaint in a manner it considers appropriate, based on available information, and you must cooperate with Telstra in doing so.
- 6.3 Helplines must be Australian standard-rate or a free helpline number.
- 6.4 Your complaint processes must:
- be accessible and easy to use for all customers, including people with disabilities;
  - not cause undue inconvenience to the complainant;
  - be provided at no charge to the complainant;
  - be fair and reasonable;
  - include appropriate methods to acknowledge complaints within a reasonable time, take action, monitor undertakings made to complainants and escalate complaints;
  - electronically record complaints received and resolutions reached;

## Premium SMS Service Provider Conduct Policy

---

- (g) include a complaints handling policy which:
  - (i) is publicly available on your website;
  - (ii) includes information about a customer's right to complain;
- (h) include methods of lodging complaints which are accessible and flexible and which are free or low cost methods – eg telephone, email, internet, post; and
- (i) 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.

### Live operator requirements

- 6.5 You must provide a live agent helpdesk from Monday to Friday, Australian EST during normal business hours of 9am-5pm. Calls must be answered by agents within a reasonable timeframe.
- 6.6 Where a call is queued for answer by a live agent, the queueing system must provide a good experience by ensuring customer confidence that the call will be answered by an agent or giving the caller again the option to leave a message.

### IVR service requirements

- 6.7 In addition to live agent requirements, the helpdesk must offer a 24/7 IVR service that complies with the requirements below.
- 6.8 Where you offer subscription services, customers must be given the option to unsubscribe by entering the mobile number which is receiving the messages or by leaving a recorded voice message. Customers must be given a timeframe in which they can expect to be unsubscribed, if applicable, or have their phone call returned. You must comply with the request to unsubscribe as quickly as possible, and in any event, within 1 business day of receiving the request.

### Helpdesk requirements

- 6.9 Your helpdesk must:
  - (a) comply with the complaint handling timeframe requirements set out below;
  - (b) on resolution of a customer complaint, send an email to Telstra's customer care advising how the issue has been resolved. The email must contain at least the following information:
    - (i) in the email subject field – the short-code/MSISDN;
    - (ii) the time/date the customer made contact with the helpdesk;
    - (iii) the customer's name and a brief description of the customer's issue/complaint;
    - (iv) a description of the resolution reached with the customer, including the time/date the resolution was reached;
  - (c) retain all records relating to a complaint for a minimum of 7 years, and make these records available to Telstra upon request;
  - (d) where a customer is dissatisfied with the outcome of their complaint, or where the information is requested, advise the customer of their external avenues of recourse (such as the TIO);
  - (e) where a complaint does not relate to your products or services, refer the customer to the organisation that can properly address the complaint;
  - (f) not demand payment of genuinely disputed amounts whilst the complaint is being investigated;
  - (g) not insist that a customer requesting a refund puts their request in writing;
  - (h) where applicable, credit the customer by sending a cheque to the customer's delegated address in a timely fashion; and
  - (i) cooperate with Telstra at all times, including responding promptly to any contact from Telstra, and providing details of a complaint and/or demonstrating how an issue has been resolved upon request.

## Premium SMS Service Provider Conduct Policy

**Table of complaint handling timeframes**

Obligation	Timeframe
Live agent helpdesk	9am – 5pm Mon-Fri, Australian EST
Calls answered by live agents	Reasonable timeframe
IVR service	24 hours per day, 7 days per week
Confirmation of unsubscribe request other than via STOP command sent to short-code or sending number	1 business day
IVR message callback	2 business days
Acknowledgment of written complaints (including webforms)	2 business days
STOP request action	As quickly as possible, but in any event within 1 business day of receiving the STOP request
Resolution of direct customer complaints	2 business days
Resolution of escalated customer complaints	2 business days
Resolution of further escalated customer complaints sourcing from Telstra	1 business day
Complaint record keeping	2 years

### 7 ADVERTISING AND PROMOTION OF SERVICES

- 7.1 Advertising and promotion for services marketed by you must include clear, prominent and legible information regarding price and other material terms. Advertising must not be designed to distract attention from such terms.
- 7.2 All information relating to price and material terms must be displayed:
- clearly, accurately and within sufficient proximity of the product or service being offered so that it is obvious that the information applies to that product or service;
  - in the same orientation or direction;
  - simultaneously and for the same duration, which must be long enough for it to be read and understood by an average person; and
  - on the same page, that is, not below the fold for online pages.
- 7.3 Pricing information – including likely total costs – must be made available to users without requiring them to initiate a service.
- 7.4 Advertising must refer explicitly to any standard charges that will apply when using or accessing the service (for example, '\$3.00 plus standard SMS rates' or 'GPRS rates apply').
- 7.5 You must not imply that your services are supplied or endorsed by Telstra.
- 7.6 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 must not be promoted in media targeted or primarily targeted at children.
- 7.7 Advertising for Premium SMS subscription services must ensure that a reasonable person would be in no doubt that, by responding to the advertising, they would be opting in to a Premium SMS subscription service.
- 7.8 Where a disclaimer is used in any advertising, the disclaimer must:
- be placed next to the offer;
  - be linked to the offer by an asterisked footnote or other symbol;

## Premium SMS Service Provider Conduct Policy

---

- (c) be clearly indicated or stated and readily available, having regard to the type of advertising (including the medium or format being used) and its intended audience;
  - (d) for television or radio advertising, form part of the advertisement visually or orally;
  - (e) not be inconsistent with or negate anything contained in the principal message of the advertising;
  - (f) not introduce a new or additional offer.
- 7.9 All advertising containing an offer for a product or service for a limited period, in a limited quantity, to a limited class of customers or with limitations on handset compatibility must clearly state or communicate that limitation, including (where relevant) any eligibility requirements and where further terms and conditions may be obtained.
- 7.10 Where a 'special offer' is being advertised, sufficient details of the special offer must be included, including:
- (a) the principal elements of the special offer;
  - (b) any conditions or limitations of the special offer; and
  - (c) the start date and the end date of the special offer.
- 7.11 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.
- 7.12 Where any advertising uses the term 'free' or equivalent (which includes 'no cost', 'no fee', 'no charge' or '\$0'), you must ensure that:
- (a) the duration of the free period is clearly stated to the customer in the SMS/MMS message flow, and where the free period is greater than 6 days, a free message is sent to the customer when the free period is over stating the impending charges of the service with the regular details of the STOP command and details of the helpline;
  - (b) the free product or service is not subject to any charge, fee or cost, other than data or carriage costs;
  - (c) the advertising material clearly identifies those elements of the offer that are free;
  - (d) 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
  - (e) the prices of products or services accompanying the offer are not inflated to cover some or all of the cost of the free offers.
- 7.13 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.
- 7.14 Having regard to the intended audience of the advertising, the advertising must not generally be misleading or deceptive in any way.
- 7.15 Promotional material must:
- (a) not contain material that is out of date, having regard to time sensitive information generally available, subsequently published or released or made available;
  - (b) for subscription services, clearly indicate that the service is subscription based;
  - (c) include clearly your identity and a helpdesk number relating to the service; and
  - (d) include information regarding the STOP command.
- 7.16 Where a customer has opted out of a premium service and you wish to attract the customer back, you must comply with the requirements set out in paragraph 3.10, and the customer must not incur any charges for receiving any marketing or promotion activity undertaken by you for this purpose.

### Pricing information in advertising and promotional material

## Premium SMS Service Provider Conduct Policy

7.17 Pricing information must include any sign-up cost, a per message price and, where applicable, an estimated total cost that an average customer might expect to incur in a stated time-frame. Pricing 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, in accordance with the following table:

Requirement	TV (visual material)	Voiceover material	Print	Online	Radio
Expressly use the noun 'subscription' or the verb 'subscribe' to convey the activation method	✓ Must be at least 50% of the size of the premium rate number and displayed for the same period as the premium rate number (but in any event for at least 10 seconds).	✓ 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.	✓ Must be contained in the main body text. If the size of the premium rate number is between 24 and 48 point font, must be at least 25% of the size of the premium number; if premium rate number over 48 point, must be at least 12 point.	✓ Must be at least 50% of the size of the premium rate number and contained in the main body text. Must be on the same page (ie above the fold).	✓
Include cost information	✓ Must be prominent and highly visible.	X	✓ Must be prominent and highly visible.	✓ Must be prominent and highly visible. Must be at least 50% of the size of the premium rate number and contained in the main body text. Must be on the same page (ie above the fold).	✓
Include frequency of billing information	✓ Must be prominent and highly visible.	X	✓ Must be prominent and highly visible.	✓ Must be prominent and highly visible.	✓
Additional requirements	Text must be held on screen long enough to be read by the average viewer (min. 0.2 seconds per	X	A minimum of 6 point font is required.	X	X

## Premium SMS Service Provider Conduct Policy

Requirement	TV (visual material)	Voiceover material	Print	Online	Radio
	word, and never less than 5 seconds).				

- 7.18 In all cases where the required information is displayed visually (television, print and online), the contrast between terms and conditions text and background must allow for the text to be clearly legible (including taking into account colour combinations).
- 7.19 Unless Telstra has given written permission to the contrary, the pricing information in promotional material transmitted on television or in another audio-visual format must be spoken as well as being visually displayed if the cost of the service generally exceeds \$2.
- 7.20 For services which are promoted in publications or other media which are likely to have a shelf-life of 3 months or more, the promotion must include a statement to the effect that the information given is correct as at the time of publication, and that time must also be stated.
- 7.21 Wherever a premium rate service promotes, or is promoted by, a non-premium rate electronic communications service, both services will be considered as one where, in the opinion of Telstra, it is reasonable to do so.

### Service specific marketing to children

- 7.22 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 appropriate for their age;
  - personal information collected from children must not be disclosed to any third party without the 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 account child-specific factors including safety and the ability to pay; and
  - advertising for restricted services must comply with any laws, regulations, standards and codes of conduct governing the media in which the advertising is conducted, but must not be targeted at children.

## 8 DATABASE MANAGEMENT

- 8.1 You are responsible for maintaining the currency and relevancy of any databases used to hold customer contact data.
- 8.2 You must ensure that customers who obtain a new mobile service do not receive content or services subscribed to by any previous user of the mobile number.

## 9 FAILED MT SMS AND TIMELINESS OF CONTENT DELIVERY

- 9.1 Where MT SMS messages fail due to end user unavailability (including out of credit) or due to operational delays, there are restrictions on the circumstances in which the content may be re-sent. Factors that influence this are:
- whether the content is of a time-sensitive nature;
  - whether the content has already been paid for separately in advance; and
  - the failure reason returned by Telstra.

## Premium SMS Service Provider Conduct Policy

---

- 9.2 Content of a time-sensitive nature, such as weather or traffic alerts, which have not been successfully delivered within a reasonable timeframe for that specific content, and for receipt of which the customer will be charged, should not be re-sent to the customer as a chargeable message.
- 9.3 Where the customer has already paid for the content in advance (for example, by flat monthly charge paid in advance each month), and there is no event-based charge for the content to be sent, then an attempt to re-send should be made in accordance with paragraph 9.4 below.
- 9.4 For messages that have been attempted but failed, and with a failure result returned that is potentially of an interim nature, then further attempts to submit the message are allowed as follows:
- (a) one attempt each day for the period of seven days from the receipt of the initial failure result; then
  - (b) two attempts in any seven-day period for the period of eight to thirty days from the receipt of the initial failure result.
- However, where the failure result indicates the message 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 failure result.
- 9.5 Where the 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 the relevant databases to ensure that the customer is no longer considered a subscriber to that particular service.

### 10 GENERAL

#### WAP push messages

- 10.1 WAP push messages may be used for content delivery, but must not be used for:
- (a) delivery of marketing messages; and
  - (b) delivery of notification or confirmation messages.
- 10.2 WAP push messages must identify, prior to the WAP link, the short-code number used by the service and a help line number.

#### Naming of services

- 10.3 Service providers must, when setting up their service on Telstra's content management website, include in their name the short-code for the service, to ensure that it appears on customer billing.