

Telecommunications Carriers' Forum

Mobile Messaging Services Code

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A Defined Terms

Advertising Standards Authority	means the Advertising Standards Authority Incorporated in New Zealand. For more information refer to www.asa.co.nz .
Advice Services	means a Messaging Service which offers advice to Customers using Messages as a medium.
Age Restricted Services	means a Messaging Service which may include the provision of Restricted Content.
Aggregator	means any Party that has a contractual relationship with a TSP in order to deliver Messaging Services or content/Messages to the Customer.
Business Hours	means 9.00am to 5.00pm on Working Days.
Chargeable	means any Message or Messaging Service that is chargeable to the Customer's mobile account including any Standard Charge Message.
Chat Bots	means a computer service that; generates responses to chat participants. These responses are sent without human operation interaction.
Chat Service	means a Messaging Service which enables Customers to engage in live anonymous conversation by sending and receiving Messages to either another Customer or an employee of that Messaging Service.
Code	means this Mobile Messaging Services Code.
Consent/ Consented	<p>for the purposes of this Code, means 'consented to receiving' and must be either 'express consent', or 'consent that can be reasonably inferred' as defined in the UEMA clause 4(1) (a) (i) and (ii). i.e.</p> <p>“(a) means—</p> <p>(i) express consent, whether given by the relevant electronic addressholder or any other person who uses the relevant electronic address; or</p> <p>(ii) consent that can reasonably be inferred from—</p> <p>(A) the conduct and the business and other relationships of the persons concerned; and</p> <p>(B) any other circumstances specified in the regulations;”</p> <p>A Customer MO request for information in response to any Advertising or Promotion is defined as Express Consent in this Code.</p>
Contact and Dating Services	means a Messaging Service which enables persons previously unacquainted with each other to make initial contact and arrange to meet in person or otherwise continue to have contact with one another outside the Messaging Service if they wish to do so.
Content Provider	means the party who has a contractual relationship with an Aggregator or TSP, in order to provide mobile content/Messages to the Customer.
Customer	means a person who: <ul style="list-style-type: none">a) elects to receive Messaging Services from an Aggregator and/or Content Provider;b) has a bona fide billing relationship with a TSP; andc) is invoiced by that TSP for the Messaging Services.
Delivery Failure Reason	meaning as defined in section 17
Duty of Care	Duty of care is defined as a requirement that a person act toward others and

	the public with watchfulness, attention, caution and prudence that a person in the circumstances would.
Expenditure	means the amount paid by the Customer to send and/or receive the Messaging Service and excludes any amounts paid by the Customer for other products or services associated with the use of the Messaging Service. For example the parking charge associated with a txt-to-park service is excluded.
Frequency of Messages	means how often Messages can be expected to be received by the Customer. The frequency can either be time or event based. Examples include: twice per week, monthly, whenever the train is delayed, when a Customer account goes below a certain dollar threshold (e.g. into a negative balance) etc.
IVR (or Interactive Voice Response)	means a recorded voice message service which gives factual information about a particular Messaging Service.
Key Words	means a word pre-defined in a Message that triggers an event in relation to a Messaging Service.
Marketing Database	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 Messaging Services offered by the Aggregator.
Message	means an SMS, MMS and/or WAP.
Messaging Service	means a series of related SMS Messages of predefined type which together provide a single service to a Customer. A Messaging Service can be delivered across multiple Short codes and multiple Messaging Services can be delivered from a single Short code.
MMS (or Multimedia Message Service)	means a message which could be text, graphic, video or sound files sent to and/or from a mobile phone.
MO Mobile Originated Message	means a Message sent from the Customer's mobile handset.
MSISDN	Means the Mobile Station International ISDN Number of the Customer's mobile handset.
MT (Mobile Terminated) Message	means a Message received by the Customer's mobile handset.
Non-Chargeable	means any Messaging Service provided via a mobile handset where the Customer is not charged for the Message. i.e. zero cents.
Non Subscription Service	means a Messaging Service other than a Subscription Service.
Non-Working Day	means any day other than a Working Day.
Party/Parties to this Code	means a TSP, Aggregator or Content Provider who has agreed to be bound by this Code.
Person	means a legal person and includes a company and any other legal entity.
Restricted Content	has the meaning set out in the TCF Mobile Content Code.
Short code(s)	means a number provisioned by TSPs to enable the delivery of a Messaging Service(s) and includes MSISDNs.
SMS (or Short Message Service)	means a short text messages sent to and/or from a mobile phone.
Standard Charge	means any Messaging Service provided via a mobile handset where the Customer is charged a rate between and including, one to twenty NZ cents (NZD \$0.01-\$0.20 cents) per Message.

Subscription Service	means a Messaging Service which offers multiple content, initiated by a sign-on process.
TCF	means the Telecommunications Carriers' Forum Incorporated Society of New Zealand. For more information refer to www.tcf.org.nz .
TCF Mobile Content Code	means the TCF New Zealand Code of Practice for Provision of content via Mobile Phones. For further information refer to the TCF website: www.tcf.org.nz .
Telecommunications Dispute Resolution Scheme	means the Customer Complaints Code and Scheme Terms of Reference developed by the TCF. For further information refer to the TCF website: www.tcf.org.nz/tdrs .
Telecommunications Service	means any good, service, equipment and/or facility that enables or facilitates telecommunication.
Telecommunications Service Provider (TSP)	means any person providing a Telecommunication(s) Service to a Customer who has the billing relationship with that Customer to charge them for any chargeable activity relating to the provision of the Messaging Service.
Toll Free Number	means a telephone number beginning with the digits 0800 or 0508 used for calls originating in New Zealand where the calls are free to the caller.
TSP	Refer to 'Telecommunications Service Provider' above.
UEMA	means the Unsolicited Electronic Messages Act 2007.
Video Service	means a Messaging Service that provides streaming video, audio and other multimedia content to mobile handsets.
Virtual Chat Services	means a Chat Service which is not real time and enables two or more Customers to exchange Messages.
WAP (or Wireless Application Protocol)	means a protocol that allows the sending of content and information to mobile handsets.
Week	means Monday to Sunday (inclusive)
Working Day	means a day on which registered banks are open for normal banking business, excluding Saturdays, Sundays and nationwide public holidays. Regional public holidays are considered to be Working Days.

B Introduction

1 Purpose

- 1.1 The TCF Mobile Messaging Code is a self-regulatory Code which sets out the rights and obligations of Content Providers, Aggregators and TSPs for all Mobile Messaging Services in New Zealand.
- 1.2 The Code encourages the responsible delivery of Messaging Services that are compliant with legal and regulatory obligations. It further seeks to ensure that the Messaging Services operating in New Zealand provide a sustainable market place for all, by ensuring safe and responsible delivery of Messaging Services where customers are informed and satisfied.
- 1.3 This Code is structured on an activities basis, as performed in relation to the Messaging Services. Each activity adheres to the requirements applicable to all Messaging Services with sub-sections to identify the specifics in relation to a particular activity.

2 Scope and Objectives

2.1 Scope

- 2.1.1 This Code specifies the minimum obligations on TSPs, Aggregators and Content Providers supplying Messaging Services to the New Zealand marketplace, via SMS, MMS and WAP.

2.2 Objectives

- 2.2.1 The objectives of this Code are to:
 - a) Provide guidelines for Aggregators, Content Providers and TSPs on the best practice management of Mobile Messaging Services in New Zealand;
 - b) Provide guidelines for providers of Messaging Services to ensure compliance with their legal obligations and the obligations of this Code;
 - c) Provide guidelines that cover non-Commercial Messages (as defined in, but not covered by, the UEMA);
 - d) Set out the approach to monitoring compliance;
 - e) Achieve a balance between legitimate industry interests and viability, and Customer interests;
 - f) Promote the informed, fair and safe use of Messaging Services, increase Customer confidence and encourage the responsible use of Messaging Services; and
 - g) Acknowledge that providers of Messaging Services and Customers alike have an on-going obligation to use reasonable efforts to attempt to minimise and discourage the inappropriate use of mobile technologies and promote prevention strategies.

2.3 Scope exclusions

- 2.3.1 This Code does not apply to the Transfer of Telecommunications Services from one cellular network to another cellular network.

2.4 Dates, Times and Monetary Amounts

- 2.4.1 In this Code all days and times refer to New Zealand dates and times. All monetary amounts referred to in this Code are in New Zealand Dollars (NZD), inclusive of GST.

C Industry Code Compliance and Administration

3 Compliance with the Law & other Codes

- 3.1** Compliance with this Code provides a framework for all Parties to act in accordance with New Zealand legal and regulatory obligations. Industry participants including Parties to this Code have an obligation to comply with all applicable laws, regulations and requirements of any government or statutory body, as well as other applicable industry standards or Codes such as the TCF Mobile Content Code.
- 3.2** In particular, all parties to this Code must ensure they comply with Fair Trading Act 1986, Unsolicited Electronic Messages Act 2007, the Privacy Act 1993, the Gambling Act 2003 (including the Sales Promotion Scheme) and for Age Restricted Services the Films, Videos, and Publications Classification Act 1993.
- 3.3** It is the responsibility of the Parties to this Code to be fully conversant with the latest version of this Code, and to ensure that they are compliant at all times.

4 Compliance with Code

- 4.1** This Code will take effect three (3) months from the date the Code is endorsed by the TCF.
- 4.2** Consideration is being given to the appointment of an independent party to oversee and enforce compliance with this Code. Until such time as this Code is updated to reflect any such a regime, the compliance regime set out in this section shall apply.
- 4.3** In situations where Parties to this Code have a dispute relating to interpretations of this Code, the TCF will act as the arbitrator on these items. Disputes of this nature can be emailed to info@tcf.org.nz for review.

4.4 Responsibilities

- 4.4.1** A Person who agrees to be a Party to this Code will ensure that any contracts they enter into with other potential Parties to this Code (which relate to the subject matter of this Code) will be bound to the Code as if they were also a Party to this Code.
- 4.4.2** The obligations under this Code must be carried out promptly and effectively, with all reasonable steps taken to ensure the informed and safe use of the Messaging Services.
- 4.4.3** It is recognised that a Person may be any combination of a Content Provider, Aggregator and TSP. It is up to that Person to ensure they comply with all the provisions of the Code relevant to them.
- 4.4.4** Aggregators are responsible for ensuring that the content of all of the Messaging Services (whether produced by themselves, information providers, Content Providers or others) comply with all relevant provisions of this Code. While Aggregators may allocate their obligations under this Code to the relevant Content Provider, the Aggregator will remain responsible for fulfilling those obligations.
- 4.4.5** For the purposes of this Code, the Aggregator has been named as the Party undertaking the majority of provisions in this Code, although it is recognised that this work may be undertaken by either the Aggregator or passed to the Content Provider to complete whilst still complying with clauses 4.4.1 to 4.4.4 above.

4.5 Non Compliance by Aggregators

4.5.1 In the event of any non-compliance by the Aggregator the TSP may take the following actions:

- a) Provide the Aggregator with a written non-compliance warning notification. This form will provide details of the non-compliance incident along with the required actions, to correct the problem. The Aggregator shall have no more than ten (10) Working Days to fix the issue;
- b) Immediately suspend the non-compliant Messaging Service on written notice to the Aggregator;
- c) At its discretion, terminate the offending Messaging Service if the Aggregator fails to comply with the requirements in sub clause a); and
- d) In extreme cases, such as the promotion of banned content or where there is sufficient evidence for the TSP to believe the Messaging Service breaches any New Zealand law, terminate the offending Messaging Service(s) immediately on notice to the Aggregator.

4.5.2 Before issuing any of the notices referred to in this subsection, the TSP must have readily available all documentary and other evidence necessary to substantiate any factual claims made.

4.5.3 For the avoidance of doubt, the provisions in Clauses 4.5.1 and 4.5.2 do not prevent any TSP from taking any actions it deems necessary, arising from any contract between the TSP and the Aggregator.

4.6 Non-Compliance by Content Providers

4.6.1 In the event of any non-compliance by the Content Provider (whether in relation to direct obligations they have under this Code or as a result of obligations the Aggregator has under this Code which the Content Provider has been advised in writing that it must comply with), the Aggregator may take the following actions:

- a) Provide the Content Provider with a written non-compliance warning notification. This form will provide details of the non-compliance incident along with the required actions, to correct the problem. The Content Provider shall have 5 (five) Working Days to fix the issue;
- b) Immediately suspend the non-compliant Messaging Service on written notice to the Content Provider;
- c) At its discretion, terminate the offending Messaging Service if the Content Provider fails to comply with the requirements in section a); and
- d) In extreme cases, such as the promotion of banned content or where there is sufficient evidence for the Aggregator to believe the Messaging Service breaches any New Zealand law, terminate the offending Messaging Service(s) immediately on notice to the Content Provider.

4.6.2 Before issuing any of the notices referred to in this subsection, the Aggregator must have readily available all documentary and other evidence necessary to substantiate any factual claims made.

4.7 Dispute Resolution

4.7.1 Any dispute in relation to any decisions made by a Party to this Code under clauses 4.5 and 4.6 will be resolved in accordance with the procedures outlined in the contract between that Party and other party(s) involved in the dispute.

5 Administration of the Code

- 5.1 As new Messaging Services are being introduced to the market on a regular basis, this Code will be reviewed at least annually, from the anniversary date the Code is endorsed by the TCF.
- 5.2 This Code will be amended in accordance with the TCF's Operating Procedures Manual. If you wish to propose changes to this Code, please contact the TCF on www.tcf.org.nz/contact.
- 5.3 Any enquiries or advice in relation to this Code should be made to www.tcf.org.nz/contact.

D Advertising and Promotion

6 All Messaging Services – Advertising & Promotion

6.1 General Requirements

The rules for the advertising and promotion of all mobile Messaging Services are:

- 6.1.1 **Compliance:** All advertising and promotion for Messaging Services must comply with all New Zealand legislation, the Advertising Standards Authority Codes and industry guidelines.
- 6.1.2 **Primary Mechanism of Advertising:** If a Short code is not used as the primary means of advertising the Messaging Service, the primary mechanism displayed to enable customers to request or subscribe to the Messaging Service must meet the requirements of the Code as if it was the Short code.
- 6.1.3 **Appropriately target advertising:** All advertising should have regard to the type of advertising (including the medium or format being used) and its intended audience.
- 6.1.4 **TSP Reference:** Unless otherwise agreed, Messaging Services must not imply that such services are supplied or endorsed by the relevant TSP.
- 6.1.5 **Price, Terms & Conditions:** All information relating to price and material terms must be displayed clearly, accurately and within sufficient proximity to the product or Messaging Service being offered such that it is obvious that the information applies to that product or Messaging Service and reference to where the Terms and Conditions can be found, must be displayed.
- 6.1.6 **Use of the term ‘Free’:** Where any advertising refers to a Messaging Service being “free” or equivalent (which includes but is not limited to “no cost”, “no fee”, “no charge” or “\$0”), the Aggregator must ensure that the “free” Messaging Service is not subject to any charge, fee or cost.
- 6.1.7 **Advertising “free” services:** Advertising which offers or promotes credits, free services or products, or other benefits must clearly state or communicate any conditions, including time limits, caps or fair use policies, upon a Customer’s ability to use the credits, free services or products, or other benefits.
- 6.1.8 **Disclaimers:** Where a disclaimer is used in any advertising or promotion;
 - a) The disclaimer must not:
 - i) be inconsistent with anything contained in the principal message of the advertising; or
 - ii) negate the principal message of the advertising; or
 - iii) be introducing a new or additional offer;
 - b) 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;
 - c) The disclaimer must:
 - i) be placed next to the offer; or
 - ii) be linked to the offer by an asterisked footnote or other symbol; or
 - iii) for television or radio advertising, form part of the advertisement visually or orally.

- d) All disclaimers presented as on-screen text must meet reasonable standards of legibility with regard to font size, style and colour, and duration of message. E.g. 'Please ask the bill payer first.', 'See website for details'.

6.1.9 **Misleading advertising:** Advertisements for Messaging Services must not be confusing, misleading or deceptive in any way, or be likely to mislead or deceive, having regard to the intended audience.

6.1.10 **Up to date advertising:** Any advertisement for a Messaging Service must not contain material that is out of date, having regard to time sensitive information generally available, subsequently published, or released or made available.

6.1.11 **Limitations:**

- a) All advertising containing an offer for a product or Messaging Service for a limited period or in a limited quantity must clearly state or communicate that limitation; and
- b) Where there are limitations, the advertisement should stipulate where information on further terms and conditions may be obtained. Those terms and conditions must include any handset incompatibility information (e.g. this service may not be supported on all mobile phones, this service only works with WAP compatible phones etc.)

6.1.12 **Savings Claims:** Where a savings claim is made in advertising, the advertising must specify the Messaging Service, rate or other matter on which the savings claim is based;

6.1.13 **Special Offers:** 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) the start date (if the special offer has not already started) and the end date of the special offer; and
- c) any conditions or limitations of the offer.

6.1.14 **Additional Charges:** If any additional charges will apply when using or accessing a Messaging Service, for instance data charges. E.g. 'Data charges may apply' this must be stated in the advertising and promotion.

7 Chargeable Messaging Services – Advertising & Promotion

The additional rules for advertising and promoting any Chargeable Messaging Service are:

7.1 Television/Video Commercials and In-show Promotion

7.1.1 **Visual material:** For all Chargeable Messaging Services, Visual material must include the following information:

- a) **Short Code Number**
- b) **Price Point information:** These words must be prominent and visible to readers. For Standard Charge messages, the phrase 'text cost no more than 20c/text' should be used.
- c) **Contact Details for Customer Support:** As specified in section 24 of this Code.
- d) **Additional Charges:** Any additional charges that will apply when using or accessing the Messaging Service, for instance data charges. E.g. 'Data charges may apply'; and
- e) **Terms and conditions (if applicable):** Directions to where the full terms and conditions, and any handset incompatibility information (if applicable) for the Messaging Service can be found. E.g. See website for details.

7.1.2 **Voiceover material:** For all Chargeable Services, Voiceover material must explicitly describe Price Point information.

7.2 Radio

7.2.1 **Voiceover material:** For all Chargeable Messaging Services, Voiceover material must include the following information:

- a) **Short Code Number**
- b) **Price Point information:** These words must be clear and unambiguous to listeners.
- c) **Contact Details for Customer Support:** As specified in section 24 of this Code.
- d) **Additional Charges:** Any additional charges that will apply when using or accessing the Messaging Service, for instance data charges. E.g. 'Data charges may apply'; and
- e) **Terms and conditions (if applicable):** Directions to where the full terms and conditions, and any handset incompatibility information (if applicable) for the Messaging Service can be found. E.g. See website for details.

7.3 Print, WAP & Web-based Advertising

7.3.1 For Print, WAP & Web-Based Advertising the following material must be included:

- a) **Price Point information:** These words must be prominent and visible to readers. For Standard Charge Messaging Services, the phrase 'text cost no more than 20c/text' should be used.
 - i) For **print advertisements** spanning more than one page the cost information must be on the first page.

- ii) For **web-based advertising**, the price point information should be at least 50% of the size of the Short code, static and visible without requiring the viewer to scroll down and see it (assuming a 1024x768 desktop).
- b) **Contact Details for Customer Support:** As specified in section 24 of this Code.
- c) **Additional Charges:** Any additional charges that will apply when using or accessing the Messaging Service, for instance data charges. E.g. 'Data charges may apply'; and
- d) **Terms and conditions (if applicable):** Directions to where the full terms and conditions, and any handset incompatibility information (if applicable) for the Messaging Service can be found. E.g. See website for details, txt TERMS to ShortCode XXXX.

8 All Subscription Services - Advertising & Promotion

The additional rules for advertising and promoting any Subscription Service as follows:

8.1 General Requirements

- 8.1.1 **Key Elements:** All advertising or promotion of Subscription Services must include the following key elements:
- a) Frequency of Messages; and
 - b) Any additional charges that will apply when using or accessing the Messaging Service, for instance data charges.
- 8.1.2 **Reply Charges:** If a Customer would incur charges for replying to a marketing, prompt or inducement Message sent as part of a Messaging Service, the Aggregator must identify those charges in the marketing, prompt or inducement Message.
- 8.1.3 **Advertising Minimum Subscription Period:** Subscription Services which are billed when the content is delivered must not advertise a minimum subscription period.

8.2 Television/Video Commercials and In-show Promotion

- 8.2.1 **Visual Material:** For all Subscription Services visual material must clearly and legibly include:
- a) Any sign-up cost;
 - b) The noun 'subscription' or the verb 'subscribe'; and
 - c) The Frequency of Messages.
- 8.2.2 **Voiceover material:** For all Subscription Services Voiceover material must explicitly describe the Subscription Service as a 'subscription' or use the verb 'subscribe' to convey the activation method.

8.3 Radio

- 8.3.1 **Voiceover material:** For all Subscription Services, Voiceover material must explicitly describe the Subscription Service as a 'subscription' or use the verb 'subscribe' to convey the activation method.

8.4 Print, WAP & Web-based Advertising

- 8.4.1 For all Subscription Services, the following additional requirements apply:
- a) Any sign-up cost, where applicable, must be displayed in a manner that is clear, legible and contrasts with the background
 - b) The noun 'subscription' or the verb 'subscribe' must be used.
- 8.4.2 Example: Below is an example, of WAP advertising or browsing (unprompted subscriber navigation to a site):

"Join/Subscribe to [Subscription Service name optional] for cost [\$] per [billing frequency]"

9 Service Specific Requirements – Advertising & Promotion

9.1 Chat Service - Operator Assisted

The additional requirements for the Advertising and Promotion of Chat Services are:

9.1.1 **Advertising:** Advertising for operator assisted Chat Services should specify:

- a) Age Restricted Content;
- b) Dating Service; or
- c) Peer-to-peer Chat Service.

9.1.2 **Operator Assisted Chat:** For Operator-Assisted chat, disclosure should be made in the advertising and terms and conditions, for example; “This Messaging Service employs operators who are paid to participate in chat.”

9.2 Age Restricted Services

The additional requirements for the Advertising and Promotion of Age Restricted Services are:

9.2.1 **Advertising:** Advertising for Age Restricted Services (as defined in the TCF Mobile Content Code) is permitted provided there is compliance with any regulations governing the media in which the advertising is conducted including the Films, Videos, and Publications Classification Act 1993, however, advertising for Age Restricted Services must not be targeted directly to children.

9.2.2 **Promotions:** Promotions for Age Restricted Services must:

- a) Be directed at adult audiences and not be directed at persons under the age of 18;
- b) State that the user must be over 18 years of age and that they must either be the bill payer or have the bill payer’s permission to use the Messaging Service;
- c) Be in context with the publication or other media in which they appear. The content of a Messaging Service should not be contrary to the reasonable expectations of those responding to the promotion; and
- d) Must provide a Message at the beginning of the Messaging Service stating that:
 - i) the user must be over the age of 18 years old; and
 - ii) the user should be either the bill-payer or have the bill-payer’s permission to use the Messaging Service.

10 Marketing for Children – Advertising & Promotion

10.1 **Persons under 14 years:** In addition to sections 6 to 9, all marketing to persons below the age of 14 must comply with the Advertising Standards Authority Code for Advertising to Children and the Children’s Code for Advertising of Food.

E Customer Authorisation, Initiation and Termination

11 All Messaging Services – Customer Consent & Initiation

This section outlines the general requirements for Customer Consent and Initiation that applies to all Messaging Services.

11.1 Customer Consent:

- a) No Messages or Messaging Service should be sent to Customers unless the Customer has Consented to receiving them prior (either via Express or Inferred Consent) in accordance with the interpretation of Consent as defined in the UEMA.
- b) The Customer must be clearly and reasonably informed in advance of the nature and content of the Messaging Service they are consenting to be provided with.
- c) A Customer who has Consented to the receipt of Messages relating to a specific Messaging Service may not be sent Messages relating to another Messaging Service without their prior Consent.

11.2 Types of Consent: The category of Messaging Service determines the level of Consent required. The below table specifies the Consent required.

Messaging Service	Type of Consent Required
SUBSCRIPTION SERVICES	
Chargeable Subscription Service (excluding Standard Charge)	Express Consent required
Standard Charge Subscription Service	Express Consent required
Non-Chargeable Subscription Service	Minimum Inferred Consent required. May choose to use Express Consent depending on the specific type of Messaging Service
NON-SUBSCRIPTION SERVICES	
Chargeable non-Subscription Service (excluding Standard Charge)	Express Consent required
Standard Charge non-Subscription Service	Inferred Consent
Non-Chargeable non-Subscription Service	Inferred Consent

11.3 Record of Consent: Aggregators must retain records of all Customers' Consent for their Messaging Service for a minimum of 2 (two) years or such other period as required by the UEMA from the date the Consent was granted. Where these actions were undertaken wholly or in part via mobile, the Aggregator must retain sufficient information for the TSP and the Aggregator to reconcile the transaction with its internal records if required.

12 Non-Chargeable Subscription Services - Customer Consent & Initiation

The additional rules for customer authorisation and initiation of all Non-Chargeable Subscription-based Messaging Services are as follows:

12.1 Inferred Consent: Where inferred Consent has been provided the Aggregator may choose to send a Confirmation of Subscription Message (based on the type and frequency of the Messaging Service). The information that the Confirmation of Subscription Message must contain is detailed in clause 12.3.

12.2 Express Consent: Where express Consent has been provided, a Confirmation of Subscription Message must be sent.

12.3 Confirmation of Subscription Message:

- a) The confirmation of subscription message must be sent as:
 - i) A standard, dedicated Message; and
 - ii) At no charge above the Standard Charge to the end Customer.
- b) The Message content must contain the following information in the order listed:
 - i) Confirm the Customer has entered a Subscription Service arrangement;
 - ii) Include the name of the Subscription Service and optional description;
and
 - iii) Include details of the 'STOP' command.

13 Chargeable Subscription Services – Customer Consent & Initiation

The additional rules for customer authorisation, initiation and operation of all Chargeable Subscription Messaging Services are as follows:

13.1 Express Consent: For all Chargeable Subscription Services, prior receipt of express Consent is required.

13.2 Initiation of Request: There are two ways a Customer can initiate a request to subscribe to a Subscription Service, either:

- a) Directly subscribing via Message sent from their mobile to the designated Short code; or
- b) Initiating the request for subscription through a non-mobile (or non-authenticated mobile) channel such as a web page, WAP session, printed form or a voice circuit IVR.

13.3 Initiation Method and Cost of Initiation: All Chargeable Subscription Services are required to include a mobile authentication element as part of the sign-up process, regardless of how or where the Subscription Service is operated and before any Chargeable Messages are sent to the Customer. In each case, the cost to the Customer for any MO and/or MT Message related to initiating a Subscription Service must not exceed the Standard Charge.

13.4 Authentication Mechanisms for express Consent: Express Consent involves the requestor being authenticated as having a clear relationship with the end mobile device, via the use of an appropriate authentication mechanism such as:

- a) Opt-in Message being sent via MO Message;
- b) Opt-in mechanic being via IVR that automatically captures the Customer's MSISDN (refer to clauses 13.5 for additional requirements regarding opt-in via IVR); or
- c) Opt-in mechanic being via entry of a unique password/pin into a web/WAP page in which that password/pin has been supplied by MT Message sent to the requesting Customer's handset.

13.5 Initiation of Request via Non-mobile Channel (including IVR): For clarity, this includes Subscription Services where Customers initiate the request for subscription via a non-mobile mechanism, such as a website, IVR, or from a WAP site where the handset is not securely passed through to the Aggregator at the network level.

13.5.1 Non-mobile Channel (excluding IVR): Where a Customer opts into a Chargeable Subscription Service without initiating it from their mobile in a manner that provides automatic authentication through the passing of handset information, confirmation of intent must be obtained from the Customer by sending a Request Confirmation of Subscription Message as a standard MT Message to the mobile number nominated. This is essential to ensure the person requesting the Chargeable Subscription Service is also the Customer. The MT Message can either:

- a) Ask the Customer to confirm their wish to subscribe to the Subscription Service by sending an MO Message to the Short code; or
- b) Provide the Customer with a unique password/passkey, only available in the MT Message, for use to enter in a website or WAP site as validation.

13.5.2 IVR: Where the non-mobile mechanism is an IVR, the caller must take some positive action, such as dialling '0' to proceed with the call and accept the costs associated with the Chargeable Subscription Service. Positive action does not include the caller failing to terminate the call until after a given length of time specified by the IVR. If the caller does not take the required action to proceed, the callers MSISDN should not be entered into the Subscription Service. The IVR

mechanism must only subscribe the MSISDN that the caller has phoned from, and no other. Where an IVR is used, any automated message must include:

- a) The name of the Subscription Service/s that the IVR is provided for;
- b) Hours of operation; and
- c) If applicable, that the caller has phoned outside of the hours of operation.

13.6 Request Subscription Message:

- a) The Request Subscription Message is required to be sent as:
 - i) A standard, dedicated Message; and
 - ii) At no charge to the Customer.
- b) The Message must contain the following information in the order listed:
 - i) Commence with the phrase “[FreeMsg]”;
 - ii) Include the name of the Subscription Service and optional description;
 - iii) Include the Subscription Service cost and Frequency of Messages;
 - iv) Include the phrase “To subscribe reply YES to <Short code>”; OR
 - v) provide details of the unique pin/password to be entered into a website / WAP site; and
 - vi) Contact Details for Customer Support as specified in section 24 of this Code.
- c) A suggested Message format for MO Message confirmation is below:

[Free Msg.] [Name of service]. To subscribe reply [keyword]. Cost [\$] per [frequency]. Helpline 0508xxxxxx.

- d) A suggested Message format for Pin/Password confirmation is below:

[Free Msg.] [Name of service]. To subscribe enter password [password]. Cost [\$] per [frequency]. Helpline 0800xxxxxx.

13.7 Confirmation of Subscription Message: Chargeable Subscription Services must in all cases provide confirmation to the Customer that they have entered into a Subscription Service.

- a) This must be the first Message sent to the Customer before any Chargeable Messages.
- b) The confirmation of subscription is required to be sent as:
 - i) A standard, dedicated Message; and
 - ii) At no charge to the end Customer.
- c) The Message content must contain the following information in the order listed:
 - i) Commence with the phrase “[FreeMsg]”;

- ii) Confirm the Customer has entered a Subscription Service arrangement;
 - iii) Include the name of the Subscription Service and optional description;
 - iv) Include Subscription Service cost
 - v) Include details on the Frequency of Messages;
 - vi) Include details of the 'STOP' command; and
 - vii) Contact details for Customer Support as specified in section 24 of this Code.
- d) A suggested Message format for subscription confirmation is below:

[Free Msg] Thanks for subscribing to *[name of service & (description - optional)]*. Cost [cost of service in \$] per [product] [no. of pushes] per [frequency] until you send STOP to *[originating service shortcode]*. Helpline ph xxxxxx www.service.com

14 All Subscription Services – Termination of Services

This section outlines the requirements for the termination of Subscription Services.

14.1 Procedures: Aggregators must ensure that appropriate, legally compliant procedures are in place to enable the Customer to notify the Aggregator 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.

14.2 Message Originator: All Messages composed and/or conveyed by Aggregators must contain sufficient information to enable the Customer to identify the originator of the Message and to allow the Customer to contact the originator if they wish to opt out of further Messages. Refer to sections 11 to 13 for more details on what information the Aggregator must include in the Message, depending on the type of Messaging Service.

14.3 Remaining Subscription Period: An Aggregator 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 the Standard Charge.

14.4 Opt-out Channel: The Aggregator must ensure the Customer can unsubscribe via the mobile handset and at least one of the advertised customer support channels as specified in clause 24.

14.5 Opt-out via non-Mobile Channel:

14.5.1 Response Timeframe: Where a Customer unsubscribes from a Subscription Service or marketing material by telephone or some means other than their mobile phone, the Aggregator must comply with that request within two Working Days following receipt for requests to unsubscribe from that Subscription Service.

14.5.2 Unsubscribe Confirmation: Customers who unsubscribe from a Messaging Service via a non-Mobile Channel (e.g. IVR, voice call, email, web) must always be notified that they have been unsubscribed from the Messaging Service.

14.6 Opt-out via Mobile Channel:

14.6.1 Response Timeframe: Any Customer notification or request to unsubscribe received via mobile channel must be complied with within 10 minutes of receipt. With the exception of the Unsubscribed Confirmation Message detailed in clause 14.6.3, no further Messages may be sent to a Customer who has notified the Message originator of their wish to opt out, unless the Customer requests or Consents to the receipt of further Messages.

14.6.2 'STOP' Operations: A 'STOP' request sent to a Short code will terminate all Subscription Services from that Short code as follows:

- a) **'STOP' and other Key Words:** A 'STOP' request is deemed as any Message sent to the Short code that contains the word "STOP" in any form of case sensitivity (e.g. uppercase, lowercase etc). The Aggregator can choose to recognise other Key Words in addition to 'STOP' to indicate the Customer is opting out of the Messaging Service, such as "QUIT".
- b) **Charges:** The Customer must not incur any charge for unsubscribing using the 'STOP' command unless the Messaging Service terms and conditions clearly state that there would be a charge of no more than the Standard Charge/20c to opt-out.
- c) **Refunds:** If an Aggregator inadvertently charges a Customer after the 'STOP' Message has been received, the Aggregator must refund the Customer for all charges after the 'STOP' Message is received.

14.6.3 Unsubscribed Confirmation Message: A Message must be sent to the handset to confirm the termination of a Subscription Service. The confirmation is required to be sent as:

- a) A standard, dedicated Message; and
- b) At no charge to the Customer unless the Messaging Service terms and conditions clearly state that there would be a charge of no more than the Standard Charge to opt-out.
- c) The Message content must contain the following information, and no other content is allowed to precede this:
 - i) Name of the Subscription Service/s that have been unsubscribed from;
 - ii) May include information about how to rejoin the Subscription Service; and
 - iii) Include Contact Details as per section 27.
- d) The Message must not include any adult-related language or concepts.

14.7 Multiple Subscription Services on one Short code: Subject to clause 14.6, if multiple Subscription Services do share a common Short code, any 'STOP' command sent to unsubscribe from a Subscription Service on that Short code must be treated to action a unsubscribe from all Subscription Services sharing that Short code.

14.8 Single Subscription Service across Multiple Short codes: Subject to clause 14.6, if a single Subscription Service shares multiple Short codes, any 'STOP' command sent to unsubscribe from that Subscription Service on either of the Short codes must be treated to action a unsubscribe from all Subscription Services sharing those Short codes.

14.9 Advanced 'STOP' Commands for multiple Messaging Services: In the cases where an Aggregator is providing multiple Messaging Services on a common Short code, support for advanced 'STOP' commands is allowed provided the following guidelines are met:

- a) The 'STOP' command must be received in the format "STOP < Messaging Service name>" or vice versa, and <Messaging Service name> must be unambiguously matched to the Messaging Service.
- b) If the < Messaging Service name> is unrecognisable, then the 'STOP' command must be treated as a full 'STOP' command for all Messaging Services on that Short code.

Example Scenario 1: Customer has subscribed to three Subscription Services "Games", "Tones" and "Wallpapers" that reside behind the one Short code. Customer sends a Message "STOP" to the Short code.

Action: The subscription to all Subscription 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 a Message "STOP games" to the Short code.

Action: The subscription to the Games Service must be cancelled, and the Tones and Wallpapers Subscription 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 a Message "STOP ring" to the Short code.

Action: Customer has not been unsubscribed from "Ring" as it's not a valid Service. This should be treated as a full 'STOP' command and the Customer removed from all Subscription Services – see above.

15 Service Specific Requirements – Customer Authorisation, Initiation & Termination

This section outlines the additional requirements for the customer authorisation, initiation and termination of specific services.

15.1 Chat Services

The additional rules for customer authorisation, initiation and termination of Chat Services are as follows:

15.1.1 **Welcome Message:** 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) a standard, dedicated Message; and
- b) at no charge to the Customer;

15.1.2 **Warnings:** Warnings must be provided to new Customers concerning the dangers of disclosing personal details to the chat room, and advising against doing so.

15.1.3 **Safety:** All chat rooms must be supplied with appropriate safety measures as required by this Code.

15.1.4 **Terms and Conditions:** The terms and conditions and posting rules of a Chat Service are to be assessed in light of the nature of the Chat Service, the safety measures placed on the Chat Service and the Aggregator's safety measures compliance plan.

15.1.5 **Invitation Charges:**

- a) Invitations to join chat rooms must not be paid for by the receiver unless the invitation is extended to a Customer who has given express Consent to pay for such invitations; and
- b) Participants in chat rooms must not be charged to receive chat room communications unless they have provided express Consent to accept the charges.

15.1.6 **Message Content:** The Message must contain the following information, in this order:

- a) Commence with the phrase "[FreeMsg]";
- b) Include the name of the Chat Service and optional description;
- c) Include Chat Service cost and Frequency of Messages; and
- d) Contact details for Customer Support as specified in section 24 of this Code.

Example: "Confirmation of chat room/Chat Service facilitation"

[Free Msg] Welcome to 'My Chat'. Cost = \$1.00 to send/receive per message.
Helpline 0800xxxxxx

15.1.7 **Customer Opt-out:**

- a) For MO Chargeable Chat Services it must be clear in the Messaging Service terms and conditions, that to STOP the service the Customer should stop sending MO messages to the Chat Service so it will no longer be charged.
- b) If the service is not MO charged then the STOP command as per clause 14.6.2 applies.

15.1.8 **Double Opt-in (Optional):** The two steps below describe optional double-opt in:

- a) If the Customer replies with “Yes”, a moderator receives the Customer’s Message and begins a conversation; and
- b) If the Customer does not reply with “Yes”, or have replied with ‘STOP’, they have not opted-in and must not be sent any further Messages.

15.2 Virtual Chat Service

The additional rules for customer authorisation, initiation and termination of Virtual Chat Services are as follows:

15.2.1 **Authorised Users:** Aggregators must take all reasonable steps to ensure that the participant in any Virtual Chat Service is an authorised user and that nobody under the age of 18 uses Virtual Chat Services. The only exceptions to this rule are Age Restricted Content based Virtual Chat Services offered to the 16-17 age group, provided that the advertising of such services occurs in media where the target readership or audience is not below 16 years of age.

15.2.2 **Group Text Services:** In the case of group text Virtual Chat Services, consumers must be informed of any conditions before they enter the Virtual Chat Service and, in particular, of the minimum number of Messages they will receive and the price per Message.

15.3 Age Restricted Service

The additional rules for customer authorisation, initiation and termination of Age Restricted Services are as follows:

15.3.1 **Customer Opt-in:** The application to ‘opt in’ may be in electronic or hard copy and must be accompanied by:

- a) The name of the Customer;
- b) The account number;
- c) Other information required by the TSP’s processes to verify Customer identity;
- d) The identification used; and
- e) A declaration that the Customer is at least 18 years of age.

15.3.2 **Offering Age Restricted Services:** An Aggregator must not offer Age Restricted Services without ensuring the TSP has the controls in place referred to in section 20.2.

15.4 Video Services

The additional rules for customer authorisation, initiation and termination of Video Services are as follows:

15.4.1 **Notifications:** Video Services must include the following information. This information may be provided after the Customer has initiated the Video Service, but must be provided before the Video Service is engaged:

- a) Notification of whether the Aggregator can see the Customer; and
- b) Notification if the Video Service is recorded, and the purpose for which it is being recorded.

F Service Operation

This section outlines the requirements for the operation of Messaging Services.

16 Chargeable Messaging Services – Service Operation

The rules for the operation of all Chargeable Messaging services are as follows:

16.1 Messages to Customers: Every Message sent to a Customer must include the Service Name (description of service) where it is not implicit.

16.2 Messaging Fees & Charges (including Data Charges): Content Providers are required to inform a Customer about any fees or charges, including any Data charges that may apply, for using the Messaging Service. This information must be given:

- a) Before the Customer first uses the Messaging Service; or
- b) At the time the Customer accesses the Messaging Service but prior to any fees or charges being incurred by the Customer; and
- c) In a way that is clear, unambiguous and easily accessible by the Customer.

Refer to Section D Advertising and Promotion for requirements on how the charging information must be provided to the Customer.

16.3 \$30 Expenditure Notifications: If a Customer using a Chargeable Messaging Service (excluding Standard Charge) reaches or exceeds a \$30 Expenditure increment for that Messaging Service within a given calendar month, a \$30 Expenditure notification Message must be sent to the Customer immediately for each \$30 spent.

16.4 \$30 Expenditure Notification Format – Non Subscription Service: Where the \$30 Expenditure notification does apply, the \$30 Expenditure notification Message for Non-Subscription Services must contain the following information in the order listed below:

- a) Commence with the phrase “[FreeMsg]”;
- b) Inform the Customer has passed \$30 spend, where reference to \$30 must use the format \$30;
- c) Include the name of the Non Subscription Service &/or Short code; and
- d) Contact details for Customer Support as specified in section 24 of this Code..

A suggested Message format is :

[FreeMsg] Courtesy msg frm *[name of service]*. U hve spent >\$30 on *[shortcode]*. FYI only, no action required. Non-Subscription service. Helpline 0508xxxxxx

16.5 \$30 Expenditure Notification Opt-out for Non-Subscription Service: Subject to prior written permission from the relevant TSP, Aggregators may allow Customers to opt out of the \$30 Expenditure notification for specific Chargeable Messaging Services. This facility is primarily intended for high value Messaging Services aimed at informed adult Customers, in which the frequency of Expenditure alerts would be especially annoying to the Customer or disruptive to the Messaging Service.

17 Chargeable Messaging Services – Service Operation, Failed Message Delivery at Scheduled Time

17.1 MT Message Failure: Where MT Messages fail to deliver to the handset at the scheduled time, there are restrictions on which cases the content can be attempted to be resent. Factors that influence this include whether the:

- a) Content is of a time sensitive nature;
- b) Content has been already paid for separately in advance; and
- c) Reason for delivery failure returned by the TSP (“Delivery Failure Reason”).

17.2 Time Sensitive Content: 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 Aggregator, the Aggregator may wish as a measure of good faith to the Customer, send the content to the Customer at no charge.

17.3 Content paid for in advance: Where the Customer has already paid for the content in advance (i.e. a flat monthly charge paid in advance) and there is no event based charge for the content to be sent, the Aggregator should attempt to resend the content at no cost to the Customer.

17.4 Failure of Interim Nature: For Messages that have attempted, but failed to be delivered to the Customer, and with a Delivery Failure Reason returned that is potentially of an interim nature, then further attempts to deliver the Message may be allowed as follows:

- a) One attempt each day for the period of seven days from the receipt of the initial Delivery Failure Reason; then
- b) Two attempts in any seven day period for the period of eight to thirty days from the receipt of the initial Delivery Failure Reason.
- c) No further attempts following the period referred to in clause a) are allowed.

17.5 Failure due to Lack of Credit: However, where the Delivery Failure Reason 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 Reason.

17.6 Failure of Permanent Nature: Where the Delivery Failure Reason returned is a permanent failure, the Message must be abandoned and no further retries are permitted. In such instances, details of the Customer must also be purged from relevant databases to ensure that the Customer is no longer considered a subscriber to that particular Subscription Service.

18 All Subscription Services – Service Operation

The rules for the operation of all Subscription-based Messaging services are as follows:

18.1 Messages to Customers: Every Message that forms part of a Subscription Service sent to a Customer must include the following key elements:

- a) Service Name (description of service) where it is not implicit;
- b) Details of the 'STOP' command; and
- c) Contact details for Customer Support as specified in section 24 of this Code.

18.2 'STOP' and Opt-Out Procedures: The 'STOP' command and opt out procedures detailed in section 14 must be available to Customers using any Subscription Service.

18.3 No Minimum Subscription Period: Customers must be free to leave a Subscription Service at any time.

19 Chargeable Subscription Services – Service Operation

The additional rules for the operation of all Chargeable Subscription-based Messaging services are as follows:

19.1 Billing: If a Customer advises it wishes to ‘STOP’ a Subscription Service which is billed at regular intervals, the Aggregator is not required to refund the Customer for the balance of period remaining in that billing interval.

19.2 \$30 Expenditure Notification Format – Subscription Service: Where the \$30 expenditure notification applies, the \$30 Expenditure notification Message must contain the following information in the order listed below:

- a) Commence with the phrase “[FreeMsg]”;
- b) Inform the Customer has reached or passed \$30 spend, where reference to \$30 must use the format \$30;
- c) State the Customer is “subscribed to” [name of the Subscription Service] &/or [Short code];
- d) Details of the ‘STOP’ command; and
- e) Contact details for Customer Support as specified in section 24 of this Code.

A suggested Message format is:

[FreeMsg] U r subscribed to *[name of service]*. U hve reached or passed \$30 spend on this service. To quit txt STOP to *[shortcode]*. Helpline 0508xxxxxx

19.3 30 Day Subscription Service Reminder: The 30-day notification is required for all Chargeable Subscription-based Messaging Services, excluding Standard Charge. The subscription service reminder must contain the following information in this order:

- a) Commence with the phrase “[Free Reminder]”;
- b) Name of the Subscription Service and optional description or Shortcode;
- c) Subscription Service cost;
- d) Frequency of Messages;
- e) Details of the ‘STOP’ command; and
- f) Contact details for Customer Support as specified in section 24 of this Code.

A suggested Message format is:

[FreeMsg] U r subscribed to *[name of service]*. Cost [in \$], per [frequency] until you SMS STOP to *[shortcode]*. Helpline 0508xxxxxx

19.4 \$30 Expenditure and 30 Day Reminder Notification Opt-out - Subscription Service: Subject to prior written permission from the relevant TSP, Aggregators may allow Customers to opt out of the \$30 Expenditure notification for specific Subscription Services. This facility is primarily intended for high value Subscription Services aimed at informed adult Customers, in which the frequency of Expenditure alerts would be especially annoying to the Customer or disruptive to the Messaging Service.

20 Service Specific Requirements – Service Operation

20.1 Chat Services

The additional rules for the service operation of Chat Services are as follows:

20.1.1 **Operation:** Moderator based Chat Services operate in the following way:

- a) Customer responds to an advert for a Chat Service and sends a Message to the advertised Short code;
- b) A moderator employed by the Aggregator running the Chat Service receives the Message on his/ her computer;
- c) The moderator replies to the Customer and a conversation then ensues;
- d) Under this service model (moderator-based chat) there is absolutely no way that a Customer can connect and talk with another Customer. All Messages sent into the mobile Chat system are directed to a moderator; and
- e) Chat Bots should not be used in chat (other than for the standard welcome Message and Expenditure notifications). This does not apply to registration or administrative, or match interactions.

20.1.2 **Messages:** Chat Messages will only be sent to Customers on the basis of:

- a) a maximum of three MT Messages per one MO Message from the Customer;
- b) If more than one MT Message per one MO Message, the number of MT Messages must be clearly advertised e.g Max 3 replies; and
- c) Must always be sent in reply to Messages sent by a Customer.

20.1.3 **Billing Rates:** Operator Chat Services facilitating communication must comply with the following stipulations:

- a) Administrative Messages associated with opting into the Messaging Service should not incur rates more than the Standard Charge;
- b) Invitations to change Chat Operators must not be MT Message charged (paid for by the receiver), unless the invitation is extended to a Customer who has given express Consent to pay for such invitations; and
- c) Customers chatting with one Operator must not be MT Message charged to receive communications from another Chat Service unless they have expressly Consented to accept the charges.

20.2 Age Restricted Services

The additional rules for the service operation of Age Restricted Services are as follows:

20.2.1 A TSP must not enable delivery of an Age Restricted Service unless it receives an explicit request for access from the Customer and that Customer is aged at least 18 years of age or older. For the purposes of this section, a TSP must verify the age of the Customer obtaining 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. Examples of identification that would satisfy this requirement include a valid drivers licence, proof of - age card, passport or birth certificate in the name of the Customer.

20.2.2 Aggregators must ensure that promotions for Age Restricted Services, and the Messaging Services

themselves, are compatible with access control and rating arrangements available for and appropriate to the medium through which they are accessible.

20.3 Contact and Dating Services

The additional rules for the service operation of Contact and Dating Services are as follows:

20.3.1 Aggregators who operate Messaging Services which enable contact details to be exchanged, either in the course of exchanging Messages in Virtual Chat Services or otherwise, must:

- a) Warn users of the risks involved when contact details are given out and give clear advice on sensible precautions to take when meeting people through such Messaging Services;
- b) Ensure that publicly-available elements of the Messaging Service do not contain contact details, addresses or any other means of direct contact; and
- c) Make clear in the promotional material any restrictions on the location, sex and age range of users and of advertisers to the Messaging Service.

20.4 Advice Services

The additional rules for the service operation of Advice Services are as follows:

20.4.1 Advice Services must:

- a) Be conveyed in a responsible manner;
- b) Indicate clearly in the promotional material or at the beginning of the Messaging Service, the identity, current status and any relevant professional qualifications and experience of the person(s) or organisation supplying the information or advice. If the advice is given by a person with no relevant qualifications, the Messaging Service must explain the source of the information; and
- c) Be prefaced with a statement that the Customer should not act upon advice which needs individual interpretation without first consulting a suitably qualified practitioner.

20.5 Betting Tipster Services

The additional rules for the service operation of Betting Tipster Services are as follows:

20.5.1 Aggregators must ensure that Messaging Services and promotional material relating to betting tipster services do not:

- a) Make claims about future selections being certain winners or about the certainty of profits; and
- b) Quote odds for future selections unless the availability of these odds can be substantiated.

20.5.2 Aggregators must make clear that opinions on particular selections given in Messaging Services or promotional material are opinions and not statements of fact.

20.6 WAP Services

The additional rules for the service operation of WAP Services are as follows:

20.6.1 WAP Messages may be used for both marketing messages and content delivery.

20.6.2 WAP Messages must identify the following prior to the WAP link, so that when the WAP Message is viewed by the Customer in their Messaging Service 'in box' the Customer can identify where the Message has come from:

- a) The Short code used by the Messaging Service; and
- b) Contact details for Customer Support as specified in section 24 of this Code.

20.6.3 WAP Messages used for marketing messages must include details of the 'STOP' command.

20.6.4 Aggregators must ensure that:

- a) Any WAP marketing message sent to a Customer's mobile phone by WAP Push Message is recorded in a call log in clear text format;
- b) The call log described in clause a) enables the reader of the log to easily read the content of each recorded WAP Push Message; and make records from that call log available to the relevant TSP on request.
- c) Any website linked to such a WAP Push Message includes a link enabling the Customer to opt-out of marketing.

20.7 Risk Assessment and Human Resource Requirements

Additional requirements for the operation of Chat, Age Restricted, Contact and Dating Services are outlined below.

20.7.1 **Risk Assessment:** Aggregators:

- a) Must adopt a Duty of Care towards all Customers and be concerned with the delivery of quality, satisfactory services;
- b) Must regularly take a random sample of Messaging Service usage to ensure compliance; and
- c) Must undertake an assessment of a Chat Service against the measures outlined below before launching the Messaging Service; and
- d) Should implement measures to mitigate any highlighted risks and specifically to minimize the risk of inappropriate and dangerous situations occurring with children under the age of 15. These measures include:
 - i) blocking unwanted contact;
 - ii) electronic filtering;
 - iii) human moderation;
 - iv) human monitoring; and
 - v) recruitment of staff.
- e) For further information on these measures refer to clauses 20.7.2 to 20.7.5 (inclusive).

20.7.2 **Blocking Unwanted Contact:** All moderators must have the ability to block Customers that are using inappropriate language, being offensive in any way, or where requested by the Customer.

The Customer is informed that they have been blocked and are not able to interact with the Service any further.

20.7.3 Electronic Filtering: Aggregators and/or Content Providers must have an electronic filtering process whereby various contents are omitted from Messaging Service Messages, improving the experience for both moderators and Customers.

20.7.4 Human Monitoring and Moderation:

- a) All chat rooms must be moderated in such a way as to minimise opportunities to circulate content or to facilitate activities that are illegal, that incite violence or crime, that are potentially offensive to reasonable participants, or that breach any industry code of practice.
- b) Aggregators and Content Providers must have quality assurance procedures in place to ensure that monitors respond appropriately to each message, in a timeframe that enables intervention where necessary.
- c) Human Moderators must:
 - i) be appropriately screened and trained; and
 - ii) Read all Messages posted to the Chat Service shortly after being posted.
- d) If a Customer is not behaving appropriately, the moderators have the ability to send warnings that serve as an educational tool and have the effect of alerting Customers to the potential dangers associated with Chat Services and include good chatting practices. Customers can also be permanently barred from participating in Chat Services.

20.7.5 Recruitment of Staff: Content Providers of Chat Services are required to ensure that all employees and contractors are of suitable and appropriate character given the nature of Chat Services. This includes (for example):

- a) Requiring all prospective employees and contractors to consent in writing to a search of the New Zealand Police database records being undertaken and the Content Provider being satisfied (in its sole discretion) with the results of any searches; and
- b) Contact previous employers for personal references.

21 Invalid Customer Requests

The following requirements for the management of Invalid Customer Requests apply to all Messaging Services:

21.1 Error Notification: If a Customer sends an indecipherable or invalid content request to a Messaging Service, an error notification must be sent to the Customer. The notification Message must meet the following requirements.

- a) The Message is required to be sent as:
 - i) A standard, dedicated Message; and
 - ii) At no charge to the Customer.
- b) The Message content must contain one or more of the following:
 - i) Commence with the phrase “[FreeMsg]”;
 - ii) Include the name of the Messaging Service that the Message relates to;
 - iii) Advise that you could not understand the Message and provide an example of the correct Message if appropriate; and
 - iv) Contact details for Customer Support as specified in section 24 of this Code.
- c) A suggested Message format for error notification is:

[Free Msg] From [ServiceName] – We do not understand your message. Please check the instructions and txt your code again to [shortcode]. [Contact details]

22 Changes to Price points or Propositions Offered on Short codes(s)

The following requirements for changes to price points or propositions offered on Short codes apply to all Messaging Services.

22.1 TSP Notifications

22.1.1 When a Messaging Service operating on a Short code is to be varied, which may include any or all of the following:

- a) Messaging Service offered on Short code;
- b) Price points of Short code;
- c) Customer opt in/out procedures;
- d) Advertising mediums where there will be an impact to network through increased volumes;
- e) Customer service structures and contact details for the Content Provider;

the Aggregator must give the TSP written notice of the variation(s) in advance in accordance with each individual TSP's requirements.

22.2 Messaging Service Cessation and Activation

22.2.1 **Change of Messaging Service:** When a service operating on a Short code is to be replaced with an alternative different, approved Messaging Service using the same Short code, there must be a delay of at least one (1) calendar month between concluding the original Messaging Service and launching the new Messaging Service.

22.2.2 **Age Restricted Service:** Where the new Messaging Service is an Age Restricted Service and the Short code for that new Messaging Service has not previously been used for an Age Restricted Service, the Short code must have been decommissioned at least three (3) calendar months before the launch of the new Age Restricted Service.

22.3 Customer Notifications

22.3.1 **Active Subscription Service Price Point Change:** Should the Aggregator wish to increase the price point of an active Subscription Service, the Customer must be notified at least one (1) calendar month before the price point change taking effect.

22.3.2 **Customers of decommissioned Messaging Service:** Furthermore, any previous or current Customers of the decommissioned Messaging Service may not be automatically included as subscribers of the new Messaging Service without their prior, authenticated Consent for inclusion in the new Messaging Service.

23 Database Management

The following requirements for database management apply to all Messaging Services.

- 23.1** Aggregators are responsible for ensuring the accuracy and relevance of any databases used to hold Customer contact data, including the management and purging of expired data.
- 23.2** Aggregators must ensure a log is maintained of each Messaging Service for audit purposes of the following information:
- a) Mobile number of the incoming Message;
 - b) Short code of the outgoing Message;
 - c) Message content; and
 - d) Date and time stamp.
- 23.3** Logs must be retained for a minimum of two (2) years from the date the Customers Messaging Service ended.
- 23.4** Reasonable processes must be implemented to ensure that Customers who obtain a new mobile number from a TSP do not receive content or Messaging Services subscribed to by the previous user of this number. To facilitate this Aggregators must inactivate all Customers who meet either of the following criteria:
- a) For Chargeable Subscription Services, excluding Standard Charge: Customers who have had an inactive relationship with them for thirty (30) days. An inactive relationship is classified as one in which the Aggregator has not successfully sent or received a Message to or from the Customer.
 - b) Where there is a Permanent Message Delivery Failure.
- 23.5** Where a TSP provides lists of dormant or quarantined handset numbers, Aggregators must remove or unsubscribe these handset numbers from their databases within five (5) Working Days of the relevant TSP issuing the list.
- 23.6** Furthermore a MT Message delivery attempt to any handset that directly results in a Delivery Receipt showing permanent failure may be used by the Aggregator as a trigger to remove that handset number from the Subscription Service and marketing databases, as the Customer may no longer be available to be serviced.

G Customer Service & Complaints

This section outlines the requirements for Customer Support and the complaints handling process for mobile Messaging Services.

24 Customer Support

The requirement for providing Helpdesk support for Customers is outlined below.

24.1 Non-Chargeable Subscription & Standard Charge Messaging Services: For all non-Chargeable Subscription services and all Standard Charge Messaging Services either a local calling number that charges not more than the local calling rates, a website URL or email address must be provided to enable the Customer to get helpdesk support.

24.2 Chargeable Messaging Services: For all Chargeable Messaging Services (excluding Standard Charge) a free phone number to call from both a New Zealand landline or cell phone must be provided.

24.2.1 The preference is for a live agent helpdesk to be available during the hours of 9am to 5pm on Working Days. An Interactive Voice Response (IVR) helpdesk may be used outside of these hours.

24.2.2 As a minimum the helpdesk should be a 24/7 IVR service. An example of an acceptable IVR service for a Content Provider for a Subscription Service is as follows:

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

Press 1 to 'STOP' a Subscription Service – Please leave your name, mobile number, Short code and if you have been in a subscription database, you will receive a confirmation that you have been unsubscribed from the Subscription Service within 2 Working Days.

Press 2 to re-request the information/content again

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 2 Working Days.

Press 4 to speak to an operator (if after hours pass to number 3)

24.3 For the avoidance of doubt, Helpdesk support is not required for non-Chargeable non-Subscription Messaging Services.

25 Principles - Customer Complaints Handling

25.1 There should be a commitment to efficient and fair resolution of complaints by people in the relevant organisation at all levels, including that party's Chief Executive Officer(s) or ruling body and this should be demonstrated by an organisational culture which acknowledges the right of Customers to complain and which regards complaints as an opportunity to improve its Messaging Services.

25.2 Parties to this Code who are entitled to be members of the Telecommunications Disputes Resolution Scheme are encouraged to do so. Where any Party to this Code is a member of that Scheme, the provisions of the TCF Customer Complaints Code will take precedence over the provisions in this Code in relation to Customer Complaints.

25.3 A complaint must be:

- a) About a specific event or events;
- b) A grievance that isn't resolved when it is raised or which the Customer has otherwise requested be recorded;
- c) Valid if it is made within twelve (12) months of the Customer's initial contact with the parties to this Code in relation to the activity being complained about.

25.4 A complaint must not be frivolous, vexatious or trivial or relate to:

- a) Equipment and/or applications the Customer owns which the party the Customer is complaining to does not support;
- b) The charges the Content Provider choose to set;
- c) Matters for which the Customer who is complaining does not have sufficient interest in except to the extent that it relates to section 6 – Advertising & Promotion of the Code; and
- d) Matters which the party to this Code is prevented by law from resolving.

25.5 The parties to this Code should adhere to the following principles:

- a) Complaint handling processes should recognise the need for fairness, both to the Customer and the organisation (or individual) about whom the complaint is made;
- b) Where possible, parties to this Code should seek to have complaints about the Messaging Services they provide resolved when they are raised;
- c) Parties to the Code should provide adequate resources for complaint handling with sufficient delegated levels of authority;
- d) The complaint handling processes should have the capacity to determine and implement remedies to achieve resolution; and
- e) Customers who lodge complaints should be treated with courtesy.

26 Process – Customer Complaints Handling

26.1 General Requirements

26.1.1 Customers should refer complaints to the party who provides them with the Messaging Service which is the subject matter of the complaint.

26.1.2 When a Customer complaint is first made about a Messaging Service in relation to:

- a) **Billing or network failure**, the complaint must be directed to the TSP;
- b) **Message content**, the complaint must be directed to the helpline number associated with that Messaging Service;
- c) **Advertising**, the complaint should be directed to the Advertising Standards Authority; and
- d) **Unsolicited Messages**, the complaint should be directed to the UEMA.

26.1.3 Aggregators and Content Providers wishing to lodge a complaint about another parties' advertising or promotion of a Messaging Service should lodge that complaint with the Advertising Standards Authority in the first instance.

26.2 Visibility and Accessibility

26.2.1 The complaint handling process of the Party to the Code which that Party requires the Customer to follow must be documented and made available to the Customer upon request in hard copy, or other format as agreed with the Customer.

26.2.2 Parties to the Code must provide information on how, when and where Customers can make a complaint. This information must be in simple and plain English. All reasonable endeavours must be used to ensure that the complaint handling process is accessible to all Customers and enables appropriate services to meet the needs of Customers with impairments and from non-English speaking backgrounds.

26.2.3 Complaint handling processes must include an internal escalation process.

26.2.4 Complaint handling policies must:

- a) be made available to Customers and staff;
- b) include information to Customers about their right to complain;
- c) provide sufficient information so that Customers can readily identify the area(s) which handles Customer complaints;
- d) be free; and
- e) be flexible, for example, offer more than one channel through which the Customer may lodge a complaint.

26.3 Process and Timeframes

26.3.1 Where a Customer lodges a complaint with a Party to this Code, that party must:

- a) In accordance with clause 26.1, refer the complaint to the appropriate party;
- b) On receipt of complaint by the Party to this Code responsible for resolving it, acknowledge receipt of written complaints as soon as practicable but in any event within five (5) Working Days of receipt of the complaint. They can elect to do this either verbally or in writing, unless one or the other method is

specified by the Customer. A complaint made verbally to a party to this Code will be deemed to have been acknowledged at the time it is taken;

- c) Advise Customers when they make a complaint, or make every reasonable effort to do so within ten (10) Working Days of receipt, of the estimated level of complexity of the investigation and a timeframe for the possible agreement of the complaint. If the advised timeframe is to be exceeded, the party to this Code must advise the Customer of the revised timeframe before or at the time the timeframe expires. Subject to clause 26.3.1 d), the timeframe for providing the final response in relation to a complaint must be not more than twenty (20) Working Days from the date of receipt by the relevant party of the complaint;
- d) In certain cases it will not be possible for a complaint to be handled within the twenty (20) Working Day timeframe referred to in clause 26.3.1 c) due to the complexity or particular circumstances of the complaint. The Party dealing with the Customer in relation to the complaint must provide regular updates to the Customer in these circumstances and the Customer must be kept informed as to the progress of their complaint and likely timeframe for finalisation;
- e) Must provide Customers with sufficient information to ensure they can effectively inquire on the progress of the complaint. Customers must be advised if this information changes;
- f) Have appropriate methods and/or mechanisms in place in order to take action and undertakings made to Customers in the resolution of complaints;
- g) Advise Customers of the outcome of the investigation of their complaint. This must be in a written format, if requested by the Customer; and
- h) Exercise caution not to dismiss complaints as frivolous or vexatious without due consideration and, where appropriate, escalation. Where the Party to this Code dealing with the complaint deems the complaint to be frivolous or vexatious, that Party must:
 - i) inform the Customer of the reasons for the decision not to investigate on the grounds of jurisdiction; and
 - ii) where requested by the Customer inform the Customer of the availability of external options for the Customers Complaint to be handled.

26.4 Recording Customer Complaints

26.4.1 The processes of the Parties to this Code must provide for appropriate and systematic record keeping of complaints. The nature of any complaint and, if applicable, any undertakings made by the Party to this Code to the Customer must be recorded and retained for a minimum period of one year following the resolution of a complaint.

26.4.2 Complaints need to be appropriately analysed to identify recurring and systemic problems and trends in order to address and eliminate the underlying causes of complaints and improve the quality of Customer service.

26.4.3 Parties to this Code must keep information they deem necessary to show their compliance with this Code.

27 Complaints Related to Advertising

- 27.1** As set out in clause 26.1, all complaints related to advertising must be referred to the Advertising Standards Authority in the first instance.
- 27.2** TSPs will provide the Advertising Standards Authority with the name and contacts details for any Aggregator or Content Provider for a Messaging Service whenever requested by the Advertising Standards Authority and will notify the party concerned whenever such information is provided.

28 Escalated Complaints

28.1 Where a complaint has been referred to the Party identified in section 0 as the party responsible for resolving the complaint, and the party lodging the complaint is not satisfied with the outcome proposed by the party they have been referred to, they may refer their complaint to the TSP who will undertake to resolve the complaint in accordance with clause 26.1 and otherwise in a manner it considers appropriate, based on available information and with reference to any relevant independent third party.

28.2 TSP Customer Complaints Handling

28.2.1 Upon receipt of an escalated Customer complaint, the TSP must email the following information to the relevant Aggregator's Customer care:

- a) The Short code;
- b) The date the Customer made contact with the TSP helpdesk in relation to the escalated complaint;
- c) The Customer's mobile number; and
- d) A brief description of the Customer's issue/complaint.

28.2.2 TSPs must retain all records relating to an escalated complaint for a minimum of two (2) years.

28.3 Escalated Customer Complaints to Aggregator

28.3.1 The Aggregator must:

- a) Propose a resolution to the Customer about escalated Customer complaints within two (2) Working Days of the email from the relevant TSP;
- b) Upon proposing a resolution of an escalated Customer complaint, reply to the email from the relevant TSP's Customer care to demonstrate how they have endeavoured to resolve the issue. The email must contain the following information:
 - i) the Short code;
 - ii) the date the TSP made contact with the Content Provider helpdesk;
 - iii) the Customer's mobile number;
 - iv) a brief description of the Customer's issue/complaint;
 - v) a description of any resolution reached with the Customer; and
 - vi) the date the resolution was reached with the Customer.
- c) Retain all records relating to a complaint for a minimum of two years.

28.4 Customer Complaints unresolved by Aggregator

28.4.1 Where a Customer complaint escalated by a Customer to a TSP is still not resolved by the Aggregator to the Customer's satisfaction, the TSP will work with the Customer to see if they can reach a satisfactory outcome. If the Customer remains unsatisfied with the outcome proposed by any of the Parties to this code, the Party to the Code who has been primarily dealing with the Customer in relation to the relevant complaint will advise the Customer of their avenues of further recourse.

28.5 Escalated Aggregator Complaints

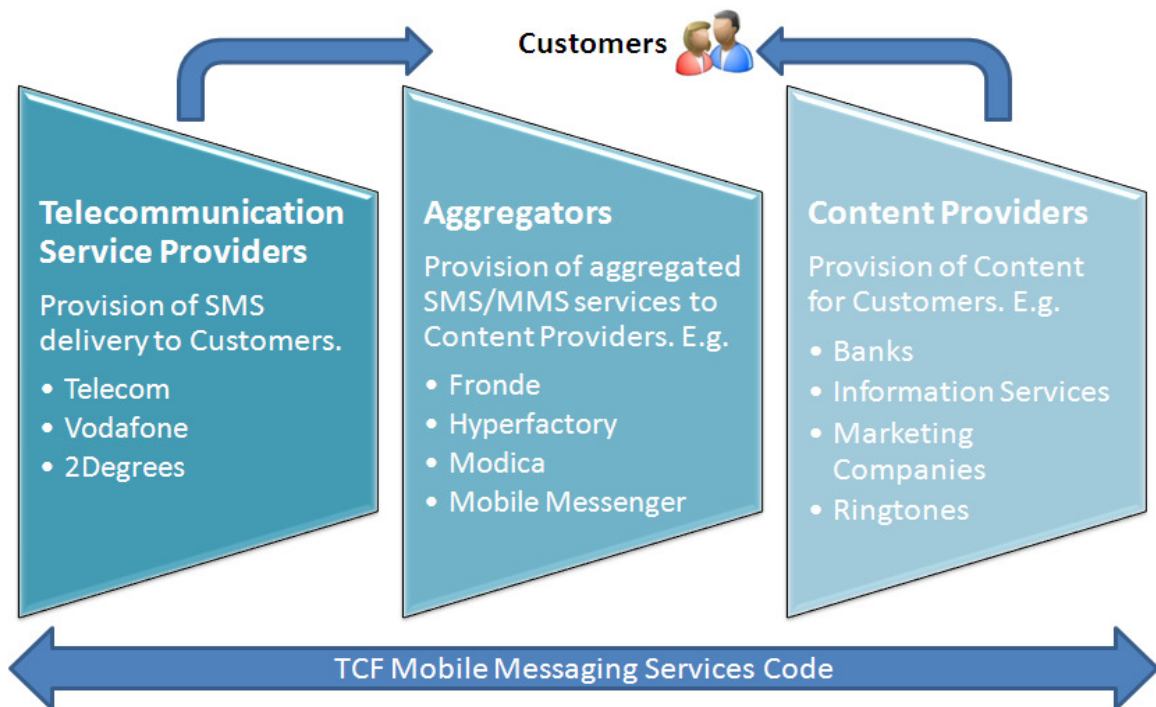
28.5.1 If a Aggregator has lodged a complaint with the Advertising Standards Authority and the Aggregator is not satisfied with outcome of that complaint having pursued all avenues available to them via the Advertising Standards Authority and they want to pursue it with the TSP, the Aggregator must provide the following information to the TSP:

- a) Aggregator's:
 - i) company name and address;
 - ii) complainant name (first and last); and
 - iii) contact details (email and phone);
- b) Name of the Messaging Service the complaint relates to (if known);
- c) A brief description of the issue/complaint including a reference to the section(s) of the Code the Aggregator considers the Messaging Service is breaching;
- d) Supporting evidence to include:
 - i) Message content and flows;
 - ii) specific Short code(s) the Messaging Service relates to;
 - iii) time of the event;
 - iv) date (dd/mm/yy);
 - v) the mobile number used; and
 - vi) any other applicable information, e.g. if Message unsolicited.

28.5.2 The TSP will review the following and determine what action should be taken in accordance with clause 4 of this Code (if any).

- a) Decision made by the Advertising Standards Authority and/or the Advertising Standards Complaints Board;
- b) Section D of this Code;
- c) The information provided in accordance with section 28.5.1 (a) to (d) above; and
- d) Clause 4 of this Code.

H Appendix 1: NZ Mobile Messaging Supply Chain Diagram



Notes:

1. TSPs can also be Content Providers e.g. Vlive! and Y!X TWorld.
2. Aggregators can also be Content Providers.
3. Content Providers can also provide Content Provider aggregator services e.g. MediaWorks, Saatchi & Saatchi.

I Appendix 2: Quick Reference Guides

These guidelines should be treated as indicative only. You should read the Code in its entirety to understand the principles, requirements and obligations for advertising or running a Mobile Messaging Service in New Zealand in accordance with the Code.

29 Sections and Clauses - Quick Reference Guide

29.1 This provides an overview of which Code clauses apply to the main types of Mobile Messaging Services (Subscription based, Non-Subscription based, Chargeable and Non-Chargeable).

Section & Clauses	Subscription		Non-Subscription	
	Chargeable	Non-Chargeable	Chargeable	Non-Chargeable
A Defined Terms	✓	✓	✓	✓
B Introduction	✓	✓	✓	✓
C Industry Code Compliance and Administration	✓	✓	✓	✓
D Advertising and Promotion				
6 All Messaging Services – Advertising & Promotion	✓	✓	✓	✓
7 Chargeable Messaging Services – Advertising & Promotion	✓	-	✓	-
8 All Subscription Services - Advertising & Promotion	✓	✓	-	-
9 Service Specific Requirements – Advertising & Promotion	+	+	+	+
10 Marketing for Children – Advertising & Promotion	+	+	+	+
E Customer Authorisation, Initiation and Termination				
11 All Messaging Services – Customer Consent & Initiation	✓	✓	✓	✓
12 Non-Chargeable Subscription Services - Customer Consent & Initiation	-	✓	-	-
13 Chargeable Subscription Services – Customer Consent & Initiation	✓	-	-	-
14 All Subscription Services –Termination of Services	✓	✓	-	-
15 Service Specific Requirements – Customer Authorisation, Initiation & Termination	+	+	+	+
F Service Operation				
16 Chargeable Messaging Services – Service Operation	✓	-	✓	-
17 Chargeable Messaging Services - Failed Message Delivery at Scheduled Time	✓	-	✓	-
18 All Subscription Services – Service Operation	✓	✓	-	-
19 Chargeable Subscription Services – Service Operation	✓	-	-	-
20 Service Specific Requirements – Service Operation	+	+	+	+
21 Invalid Customer Requests	✓	✓	✓	✓
22 Changes to Price points or Propositions Offered on Short codes(s)	✓	✓	✓	✓
23 Database Management	✓	✓	✓	✓
G Customer Service & Complaints	✓	✓	✓	✓

Legend: ✓ = Does apply | + = Applicable to some Messaging Services | - = Does not apply

30 Key Elements for Advertising, Promotion and Messages – Quick Reference Guide

30.1 This provides an overview of the key elements that must be included when advertising or promoting a Mobile Messaging Service and the key elements that should be included in Mobile Messages sent to Customers.

Section	Subscription			Non-Subscription		
	Chargeable (exc Std Charge)	Standard Charge	Non-Chargeable	Chargeable (exc Std Charge)	Standard Charge	Non-Chargeable
CUSTOMER CONSENT						
Express Consent	✓	✓	-	✓	-	-
Inferred Consent	-	-	✓	-	✓	✓
ADVERTISING & PROMOTION - SUMMARY OF KEY ELEMENTS						
Shortcode Number	✓	✓	✓	✓	✓	✓
Price point information	✓	✓	-	✓	✓	-
Frequency of Messages	✓	✓	✓	-	-	-
The noun 'subscription' or the verb 'subscribe'	✓	✓	✓	-	-	-
Any initial sign up cost	+	+	+	-	-	-
Free phone help desk number	✓	-	-	✓	-	-
Either a local calling number that charges not more than the local calling rates, a website URL or email address.	-	✓	✓	-	✓	-
Additional Charges	+	+	+	+	+	+
Terms & Conditions (if applicable)	✓	+	+	+	+	+
MOBILE MESSAGES TO CUSTOMERS – SUMMARY OF KEY ELEMENTS						
Request Subscription Message	✓	✓	-	-	-	-
Commence with the phrase 'FreeMsg'	✓	✓	-	-	-	-
Service name (description of service)	✓	✓	-	-	-	-
Subscription service cost	✓	✓	-	-	-	-
Frequency of messages	✓	✓	-	-	-	-
How to subscribe (reply YES or unique pin for web/WAP)	✓	✓	-	-	-	-
Free phone help desk number	✓	-	-	-	-	-
Either a local calling number that charges not more than the local calling rates, a website URL or email address.	-	✓	-	-	-	-
Confirmation of Subscription Message	✓	✓	+	-	-	-
Commence with the phrase 'FreeMsg'	✓	✓	-	-	-	-
Confirmation that customer has entered subscription service arrangement	✓	✓	+	-	-	-
Service name (description of service)	✓	✓	+	-	-	-

Legend: ✓ = Does apply | + = Applicable to some Messaging Services | - = Does not apply

Section	Subscription			Non-Subscription		
	Chargeable (exc Std Charge)	Standard Charge	Non-Chargeable	Chargeable (exc Std Charge)	Standard Charge	Non-Chargeable
Subscription service cost	✓	✓	-	-	-	-
Frequency of messages	✓	✓	-	-	-	-
Details of the STOP command	✓	✓	+	-	-	-
Free phone help desk number	✓	-	-	-	-	-
Either a local calling number that charges not more than the local calling rates, a website URL or email address.	-	✓	+	-	-	-
Service Operation – Messages to Customers	✓	✓	✓	✓	✓	-
Service name (description of service)	✓	✓	-	-	-	-
Service name (description of service) where it is not implicit	-	-	✓	✓	✓	-
Any fees or charges that apply including Data charges, if this info was not provided before the Customer first used the messaging service.	✓	✓	-	✓	✓	-
Details of the STOP command	✓	✓	✓	-	-	-
Free phone help desk number	✓	-	-	✓	-	-
Either a local calling number that charges not more than the local calling rates, a website URL or email address.	-	✓	✓	-	✓	-
\$30 Expenditure Notifications	✓	-	-	✓	-	-
Commence with the phrase 'FreeMsg'	✓	-	-	✓	-	-
\$30 spend details	✓	-	-	✓	-	-
Service name and/or shortcode	✓	-	-	✓	-	-
Details of the STOP command	✓	-	-	-	-	-
Free phone help desk number	✓	-	-	✓	-	-
Option for customer to Opt out of \$30 Expenditure notifications	+	-	-	+	-	-
30 Day Subscription Reminder	✓	-	-	-	-	-
Commence with the phrase 'FreeMsg'	✓	-	-	-	-	-
Service name and/or shortcode	✓	-	-	-	-	-
Subscription Service cost	✓	-	-	-	-	-
Frequency of Messages	✓	-	-	-	-	-
Details of the STOP command	✓	-	-	-	-	-

Legend: ✓ = Does apply | + = Applicable to some Messaging Services | - = Does not apply

Section	Subscription			Non-Subscription		
	Chargeable (exc Std Charge)	Standard Charge	Non- Chargeable	Chargeable (exc Std Charge)	Standard Charge	Non- Chargeable
Free phone help desk number	✓	-	-	-	-	-
Option for customer to Opt out of \$30 Expenditure notifications	+	-	-	-	-	-
Unsubscribed Confirmation Message (where opt-out received via mobile channel)	✓	✓	✓	-	-	-
Name of Subscription service	✓	✓	✓	-	-	-
How to re-join the Service	+	+	+	-	-	-
Free phone help desk number	✓	-	-	-	-	-
Either a local calling number that charges not more than the local calling rates, a website URL or email address.	-	✓	✓	-	-	-

Legend: ✓ = Does apply | + = Applicable to some Messaging Services | - = Does not apply