



Consumer Best Practices Guidelines

for Cross-Carrier Mobile Content Programs (United States)

DECEMBER 30, 2008
Revised January 8, 2009

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1.0 Overview

The Mobile Marketing Association’s (MMA) Consumer Best Practices (CBP) Guidelines, for the United States market, provides a guide to implementing shortcode programs, Interactive Voice Response (IVR) and off-deck WAP sites. Fundamentally, the guidelines document is a compilation of accepted industry practices, wireless carrier policies, and regulatory guidance that have been agreed upon by representative member companies from all parts of the off-deck ecosystem. While the MMA CBP committee strives to implement policies that encourage the growth of the off-net industry, the primary focus is on consumer protection and privacy, as industry growth without consumer satisfaction is not sustainable.

All parties involved in active programs, in the United States, should be familiar and compliant with Consumer Best Practices Guidelines and their practical implementation.

MODIFICATIONS SINCE JUNE 2008 (v3.3) REVISION:

1. Clarification of Terms & Conditions specifically for Web/Print/Video (Section 3.0)
2. Clarification of “Standard Rates May Apply” language (Section 3.0)
3. Replacing or removing previous message flow example tables with new example tables pulled from Carrier Matrix (Sections 6.1.1 and following)
4. Removing triple opt-in from premium IVR programs (Section 6.3.3 and 6.3.4)
5. Clarification of HELP command, menu and MT message (Section 7.0)
6. Clarification of STOP command, menu and MT message (Section 8.0)
7. Adding MT advice of charge to WAP Subscription opt-in process (Section 9.3)
8. Clarification on Alcohol & Tobacco marketing guidelines (Section 13.0)
9. Adding new section providing update on MMS inter-operability (Section 15.0)

2.0 General Conduct

At a minimum, programs (including short code, IVR and WAP sites) should be run in a manner that is congruous with the letter and spirit of the MMA Global Code of Conduct for Mobile Marketing. The Code of Conduct is located at:

<http://www.mmaglobal.com/codeofconduct.pdf>

At all times, programs must be in accordance with applicable federal and state laws, rules and regulations.

2.1 Unsolicited Messages

- Wireless subscribers have a right to privacy.
- Content providers must obtain approval from subscribers before sending them commercial SMS or MMS messages and other content. Directions on how to unsubscribe from the program should be included in program messaging on a regular basis.
- Content providers must always be cognizant of the number of messages they are sending to participants in their programs to avoid a poor user experience.

When keywords (such as YES or STOP) are referenced in this document, use of other languages is optional depending on the target demographic for the program. In addition, all keywords in this document should be supported via both SMS and MMS (for programs that use MMS).

2.2 Program Price Categories

From a consumer perspective, there are four pricing categories for shortcode programs:

- Free to End User (FTEU) – The consumer incurs no charges at all for participating in the program. The carrier waives standard message fees for these programs. This pricing category currently applies only to SMS messaging, as FTEU MMS is currently not available.
- Standard Rate – The consumer is charged standard messaging fees (per message, or decremented from their messaging bundle) when participating in the program. Premium fees are not charged.
- Premium Rate – The consumer is charged premium fees in addition to standard messaging fees applying.
- Premium Rate Subscription – The consumer is charged a premium fee on a recurring basis. Standard message fees also apply.

2.3 Program Approvals

- Shortcodes are approved and provisioned based on the specific program that was presented to the aggregator and carrier. If the content provider wishes to run new, modified, or additional programs on the shortcode, they should submit the additional program for approval to the aggregator/ carrier.
- For example, here are some changes and additions that should be submitted for carrier approval (for a comprehensive list, please refer to specific carrier policies):
 - Pricing modification
 - Addition or modification of sweepstakes to the program
 - Opt-in/opt-out logic change (not including keywords)

- Deviations from Consumer Best Practices
- Material change in content
- Material additions or modification to web sites, including any and all web sites operated by affiliate marketers that are associated in any way with the program
- Finally, here are modifications that should trigger a notification to the carrier via the aggregator within five business days:
 - Content provider care contact information
 - Brand name changes
 - Early termination of program
- FTEU programs require carrier approval, as specified in the program approvals section of this document.
 - The information submitted to the carrier for program approval should include the estimated frequency with which end users will receive FTEU messages.
 - A formal restriction should not be placed on the number of messages which may be sent as part of an individual FTEU program. However, carrier approval may be given on a case-by-case basis for programs where the estimated number and frequency of FTEU messages is determined by the carrier to be appropriate for the application and approved by carrier.
 - Note that many potential FTEU applications will involve event-triggered alert messages, the frequency of which cannot precisely be predetermined.

3.0 Advertising and Promotion

When promoting programs, content providers should ensure that their advertising in all forms is clear and conspicuous regarding all terms and conditions associated with offer and adheres to all state and federal regulations. This applies to all forms of marketing including affiliate marketing (as defined below).

- Terms & Conditions
 - All advertising and promotional material clearly indicates whether the service is a subscription.
 - All material terms and conditions of the program are clearly communicated with the offer.
 - If T&Cs materially change the offer then they must be highlighted and presented at front of offer.
 - Prechecked terms and conditions are not permissible. Consumer must indicate their acknowledgment of T&Cs by manual selection of the terms and conditions.
 - Service availability, on a carrier-by-carrier basis, should also be fully disclosed.
 - Terms and Conditions at a minimum must contain the following:

- › STOP instructions in BOLD lettering
- › HELP instructions in BOLD lettering
- › Carrier pricing and messaging frequency
- › Program sponsor information, defined as the program name, company name, or brand associated with the campaign
- › “Standard rates may apply”
- › Information disclosing that the premium charge will be added to your phone bill or deducted from your prepaid account, contact info (#800, email address, or website).
- › For video programs, Terms and Conditions must be legible.
- For all CTAs (other than Web/Print/Video, i.e. containers or packages such as soda bottle, Point of Sale): If space is not available for all of the terms and conditions, the location where the full terms and conditions may be accessed without charge to the consumer must be disclosed (e.g. via a website address and/or toll free phone number).
- An example of Terms & Conditions follows:
 - *Higgins Jokes is a premium mobile subscription service which offers members joke alerts delivered to your cell phone by sms messaging. Higgins Jokes will cost \$9.99/month (max 30 messages per month) billed to your wireless account or deducted from your prepaid balance. Standard rates may apply. The service is available to customers of Carrier X, Carrier Y, and Carrier Z. For help, text “HELP” to 12345 anytime. To cancel your subscription, text “STOP” to 12345 anytime. To contact Higgins Jokes customer service email support@higginsjokes.net.*
- All advertising, promotional material and program Help messages clearly display the opt-out information.
- Program advertising or its placement should not be deceptive about the functionality, features, or content of the underlying program.
- If the subscriber will incur a charge, the subscriber must be provided with notice of such charge, including, as applicable, whether the charge will be billed on the subscriber’s wireless phone bill or deducted from their prepaid balance.
- At a minimum, the following must be disclosed in all advertising:
 - Program pricing information is clearly and conspicuously indicated.
 - Subscription term and billing interval is specified/disclosed to customer.
 - Notice that the charge will be billed on the customer’s wireless phone bill or deducted from their prepaid balance.

- Where applicable, the term “Standard Rates May Apply” should be included in program promotion. However, each carrier may require their own language to inform the subscriber of other messaging and/or data charges. Note: “Standard Rates May Apply” will appear throughout the CBP as a proxy for the language required by each carrier. For each carrier’s required language, reference the table below.

Table 1: Standard Rates Language by Carrier	
Carrier	“Standard Rates May Apply” Language
Alltel Wireless	Standard Rates May Apply
AT&T Mobility	Standard Msg and Data Rates May Apply
Sprint Nextel	Standard Rates May Apply
T-Mobile	Standard Messaging Charges Apply
Verizon Wireless	Standard Messaging Charges Apply

- Reference to website where complete T&Cs can be accessed, where applicable. If the content provider offers multiple services, separate T&C’s per service should be provided instead of generic T&C’s that cover all offered services.

- These terms apply to WAP sites IF the subscriber is charged for accessing the WAP site home (or landing) page. Otherwise, all advice of charges must be clearly and conspicuously presented within the site.
- Affiliate Marketing is a process whereby a content provider provides financial consideration to one or more persons or entities in exchange for their agreement to offer content providers’ products and/or services to consumers.

To ensure that products and services offered via Affiliate Marketing are described clearly and accurately, content providers engaging in Affiliate Marketing agree that:

- Marketing via the email channel shall comply with the CAN-SPAM Act of 2003 (Controlling the Assault of Non-Solicited Pornography & Marketing Act) and any and all implementing regulations promulgated by the Federal Trade Commission and the Federal Communications Commission, and;
- All Jump Pages and Landing Pages, (including but not limited to pages that provide a mechanism for users to make a purchase of content providers’ products and services) must be controlled and monitored by the applicable content provider for compliance to applicable law and MMA Guidelines.

Content providers should terminate their relationship with any party engaged in Affiliate Marketing on their behalf that is found to be non-compliant.

• Use of ‘Free’ and ‘Bonus’ Terminology

- The FTC defines the use of ‘free’ in its ‘FTC Guide Concerning Use of the Word “Free” and Similar Representations’. The FTC defines “Free” as:

› (Excerpt) The public understands that, except in the case of introductory offers in connection with the sale of a product or service (See paragraph (f) of this section), an offer of “Free” merchandise or service is based upon a regular price for the merchandise or service which must be purchased by consumers in order to avail themselves of that which is represented to be “Free”. In other words, when the purchaser is told that an article is “Free” to him if another article is purchased, the word “Free” indicates that he is paying nothing for that article and no more than the regular price for the other. Thus, a purchaser has a right to believe that the merchant will not directly and immediately recover, in whole or in part, the cost of the free merchandise or service by marking up the price of the article which must be purchased, by the substitution of inferior merchandise or service, or otherwise.

- The program is not promoted as “Free” when premium fees are associated with the program that the subscriber will pay with a reasonable level of participation in the program.
- If there are obligations associated with the term “free”, the full commercial offer should be disclosed in the same manner at point of offer as the “free” promotion. The entire offer must be presented in same place (i.e. banner ad, top of ad, etc). It is important that if the word FREE is used in promoting the service that it be accompanied by WITH SUBSCRIPTION for premium subscription content, or FREE with transport charges. Free should never be promoted alone and should always have an indication or means of transport.
- ‘Bonus’ or ‘Complimentary’ are acceptable alternative terms to the word ‘free’ provided there is terminology that indicates the consumer is signing up for a program in order to receive the bonus or complimentary content.

• For FTEU programs, the advertised Terms and Conditions:

- May disclose that standard carrier messaging charges do not apply to messages received as part of the service (where relevant, listing on a carrier-by-carrier basis whether this applies).
- Should include guidance on the frequency with which the subscriber may expect to receive messages for the duration of the program. Note that for many applications this cannot be precisely predetermined by the content provider. In this case, the guidance should relate to the expected message frequency under normal circumstances.

• Sweepstakes and Contest Guidelines

- Sweepstakes and contests, including those conducted on the mobile platform, are among the most regulated of marketing tactics.
- Mobile Sweepstakes and Contests: Important Definitions
 - › Sweepstakes - A sweepstakes is a legal game that includes a prize, and a game of chance. No consideration is allowed.
 - › Contest - A contest is a promotional mechanism that includes a prize, and a game of skill. Consideration is allowed, but there cannot be any element of chance.
 - › Lottery - A lottery is a game that includes a prize, a game of chance, and consideration. Federal legislation and State laws govern (and disallow) all lotteries for promotional purposes.
 - › Consideration - Although the definition of consideration varies from state to state, generally, consideration means that a willing participant is required to purchase something or pay for access to be eligible to enter a game.
- Guidelines:
 - › Consideration may be monetary or non-monetary (an example of non-monetary consideration is a sweepstakes where the participant is required to provide detailed consumer information to be eligible).
 - › All sweepstakes must offer a free Alternative Method Of Entry (AMOE). Allowing participants to enter via mail, internet, fax or Interactive Voice Recognition (IVR) via a toll free number are all forms of AMOE. Although a standard rate SMS message is cheaper than a stamp in most instances, there is not yet an accepted legal precedent for using SMS as an AMOE.
 - › Anyone running a sweepstakes should seek legal guidance when drawing up rules. This is especially important if premium SMS is being considered as part of the sweepstakes.
 - › Poorly written and/or incomplete sweepstakes rules can, and will, result in delays in carrier program approval and/or carrier rejection, even for non-premium sweepstakes.

3.1 Examples

Example of Good Advertising

The following example adheres to Consumer Best Practices Guidelines because the offer and associated obligations are expressed in the same manner and the same location.



Figure 1

Example of Poor Advertising

The following example does not adhere to the Consumer Best Practices Guidelines because the offer and associated obligations are not expressed in the same manner and the same locations where the initial offer for free ringtones is disclosed.



Figure 2

4.0 Marketing to Children

The offering of programs that engage children under 13 in the promotion/consumption of digital content of any type (including SMS and MMS) imposes important ethical obligations, responsibilities, and sensitivity that all industry participants are expected to uphold. The Consumer Best Practices Guidelines call for all participants in the ecosystem to ensure that their activities and their businesses are consistent with and supportive of the principles listed in this section.

- All industry participants are expected to comply with all applicable laws and industry standards that apply to advertising and marketing to children. This includes compli-

ance with the FCC’s Children’s Television Act as it applies to the promotion of commercial websites, the FTC’s Children’s Online Privacy Protection Act (COPPA), FTC advertising regulations, Children’s Advertising Review Unit (CARU) guidelines and various trade organization regulations such as those set forth by the MPAA and ESRB.

- All industry participants are also expected to ensure that the products being marketed are appropriate for the intended audience. As such, products that would be considered “mature” or might be considered dangerous or harmful to children (including, for example, alcohol, Rx and OTC medication, household cleaners, etc.) should not be marketed to children.
- Marketing should not contain language that minimizes the price of a product or service (such as “only” or “just”).
- Advertisements should not contain language that exhorts children to buy or obtain a product or service.
- Advertisements should not contain language that conveys a sense of urgency about an offer or service.
- Advertising must contain clear disclaimers in the audio and visual explaining, the cost of premium or other fees.
- The word “Free” may be used when there are no fees or charges (other than standard messaging and data charges) associated with the service in accordance with the Advertising and Promotion Section above. A super is to be added stating that “standard carrier fees may apply” at the lower third of the commercial or advertisement when “Free” appears in the audio or visual. The verbiage around the placement of “standard carrier fees may apply” should be clear and conspicuous on the call to action/promotion/advertising and should NOT be deceptive in any nature nor lead to an indirect subscription of services. Illegible font sizes or presentment (including scrolling or moving graphics) and obscuring of the disclaimer “standard carrier fees may apply” should be prohibited.”
- All advertising must clearly disclose in the audio and visual that you must be 18 years or older or have permission from a parent or guardian to participate.
- All advertising must clearly disclose the subscription term, billing interval and information on how the charges will be applied (i.e., that the charges will be billed on the customer’s wireless phone bill or deducted from the customer’s prepaid balance).
- All advertising must clearly disclose all methods of canceling the service.
- Advertising must include a resource (such as a website or

phone number) where subscribers can reference all terms and conditions.

- Content providers must offer subscribers the opportunity to cancel the service at anytime. Charges for services that are billed daily may only be applied for services received up to the date of cancellation.
- Content providers must provide the following information to users before applying any premium charges:
 - The costs and conditions of the service
 - How to cancel the service
 - Where to find all the terms and conditions (website and/or toll free number)

Sample Language:

Standard carrier fees apply. Call 888-888-8888/Txt HLP to XXX/www.XXX.com for terms.

You will be charged \$. Call 888-888-8888/Txt HLP to XXX.www.XXX.com for terms.

Additional charges may apply. Call 888-888-8888/Txt HLP to XXX/www.XXX.com for terms. [Disclose add’l charges in message chain]

“You must be 18 or older or have a parent or guardian’s permission before downloading.”

“Call 888-888-8888 or txt STOP to cancel.”

5.0 Free To End User (FTEU) Programs

Not all carriers support FTEU messaging. An individual program may be set up as FTEU on carriers which support the functionality and Standard Rate (SR) on carriers who do not support FTEU, provided that the application does not inherently have to be delivered as FTEU (for example, for legal reasons), and further provided that Content Providers ensure that all advertising, marketing and other consumer materials regarding the program clearly indicate on which carriers the program is offered as a standard rate program. The guidelines for FTEU programs and SR programs should apply on each carrier as appropriate. The following guidelines apply to FTEU programs:

- Charging Disclosure: FTEU Mobile Terminate (MT) messages sent to subscribers by the program should be disclosed as such. The prefix “Free msg:” should be added to the message text. These characters consume part of the total character limit for the message.
- Help: Subscribers should be able to receive information about FTEU programs, as per the guidelines in the section “Help” in this document.
- Opt-Out Process: Subscribers should be able to stop par-

ticipation in a FTEU program when desired, except for messages related to their underlying mobile service, as per the guidelines in the section “Opt-out” in this document.

- Bill Face Descriptor: Carriers may choose to include bill face descriptors for FTEU messages, consistent with those described in the section “Customer Care” in this document. In this case, the descriptors should be clearly denoted as free of charge.

6.0 Opt-in Overview

There are three types of short code programs: standard rate SMS/MMS, Free To End User (FTEU) SMS and premium rate SMS/MMS. Each requires a different form of opt-in.

- Standard rate programs – require single opt-in
- FTEU programs – require single opt-in
- Premium rate programs – require double opt-in

Regardless of type, the goal of any opt-in is to clearly communicate to the subscriber the financial obligation they are about to incur by entering the program

Content providers should not redirect subscribers from one type of program (i.e. Ringtone subscription) to another type of program (i.e. Horoscope alert subscriptions) due to handset or account limitations. The two offers cited above are materially different and should be treated as such in all advertising and promotion.

6.1 Standard Rate Opt-in

6.1.1 Single Opt-in

For standard rate programs, subscribers should indicate their willingness to participate in a program and receive messages from the program as follows:

1. Subscriber initiates opt-in to Standard Rate Program through a call to action (CTA)
 - a. Subscriber may send a Mobile Originated (MO) message from their handset to the short code.
 - b. Subscriber may initiate opt-in from a web interface
 - c. Subscriber may initiate opt-in from a WAP interface
 - d. Subscriber may initiate opt-in from an IVR system
2. Program responds with pertinent phone, program, and contact information via a Web/WAP/IVR/handset application-based form.

This opt-in applies only to the specific program a subscriber is subscribed to and should not be used as a blanket approval to promote other programs, products, and services. However, after the subscriber has been given the complete details about the opt-in scope, the subscriber may opt-in to receive other mes-

sages. A content provider may, however, communicate with existing opted-in subscribers through non-premium messages that a) notify subscribers of updates to their existing service or b) are part of a retention program for that particular service. Directions to unsubscribe from these messages must be clearly available with the delivery of each message.

The following table is an example of a standard rate mobile marketing campaign.

Action	Requirements	Recommendation
Call to Action		The following is advertised on web, television, in-store promotional poster, etc.:
1 Call To Action	Program sponsor	Upmobile Ski Alerts!
	Service Description	Send us the resort name, we'll send you the snow conditions. Txt 'Mammoth' to 12345 to receive ongoing alerts for Mammoth resort. Txt HELP for help.
	Frequency of messaging	Get 10 msgs/month.
	Additional carrier costs	Std rates may apply.
MO Response	Mobile subscriber responds to CTA	Text 'Mammoth' to 12345.
Confirmation		Mobile subscriber receives the following MT(s):
1 Confirmation MT	Service description	Welcome to Upmobile: Mammoth Ski Alerts!
	Additional carrier costs	Std rates may apply.
	Frequency of messaging	Get 2 msgs/week.
	How to get help	Txt HELP for help.
	How to stop	To stop txt STOP.
Mobile Content		Mobile subscriber receives the following MT(s):
1 Alert MT	Alert	UpMobile: Mammoth Ski Alert @ 5pm PST! 12" of fresh powder fell! Roadways are open with light traffic.

6.2 FTEU Opt-in

6.2.1 Single Opt-in

As with SR programs, FTEU programs should be subject to single opt-in mechanisms. The mechanism should be sufficient to establish the subscriber's willingness to participate in the program and possession of the handset. The opt-in applies to the specific program and should not be used as a blanket approval to promote other programs, products or services. An example interaction for a permitted FTEU opt-in channel is below:

Table 3: FTEU Mobile Marketing Campaign

Action	Requirements	Recommendation
Call to Action		The following is advertised on web, television, in-store promotional poster, etc.:
1 Call To Action	Program sponsor	Lenders Bank daily bank balance alerts.
	Service Description/Cost	Txt 'balance' to 43210 to get daily bank balance.
	Frequency of messaging	Get 1 msg/day.
MO Response	Mobile subscriber responds to CTA	Text 'balance' to 43210.
Advice of Charge		Mobile subscriber receives the following MT(s):
1 Confirmation MT	Free message declaration	Free msg:
	Service description	thanks for joining Lenders Bank daily bank balance alerts.
	Frequency of messaging	Get 1 msg/day.
	How to get help	Txt HELP for help.
	How to stop	To stop txt STOP.
Mobile Content		Mobile subscriber receives the following MT(s):
1 Alert MT	Free message declaration	Free msg:
	Alert	Lenders Bank - The balance for account #009221 is \$12,998.23.

6.3 Premium Rate Opt-in

6.3.1 Double Opt-in via SMS

Premium subscribers must positively acknowledge the acceptance of a premium charge before premium charges are applied to their account. The first time a subscriber participates in any premium program, they should be required to double opt-in. This requirement should apply to the first time a subscriber tries a specific program on a specific shortcode. Separate programs, even if they are offered on the same shortcode, require a separate double opt-in. The content provider/aggregator is responsible for tracking program opt-in information by subscriber.

There are two mechanisms for acceptable opt-in activity: Web-based, and handset-based. In all instances, however, the subscriber must take affirmative action to signify acceptance of the program criteria, and the content provider or aggregator should record and store the acceptance (i.e. the IVR system must store the opt-in). Within the double opt-in flow, the following information (at a minimum) must be provided to the subscriber:

- Identity of program sponsor — Defined as the program name, company name or brand associated with the campaign.

- Contact details for the program sponsor — Either a toll-free number, HELP via text message or a website address.
- Short description of program — For example, Fun Stuff Premium Chat.
- Pricing terms for the program — For example, \$0.99 per mobile originated message; \$3.99 per month.
- Opt-out information.

Examples of affirmative double opt-in responses include these:

YES, Y, GO, OKAY, OK, K, O.K., SURE, YEP, YEAH

The following table is an example of a double opt-in alert program:

Table 4: Double Opt-In Alert Program

Action	Requirements	Recommendation
Call to Action		The following is advertised on web, television, in-store promotional poster, etc.:
1 Call To Action	Program sponsor	Farm league baseball!
	Service Description	Txt us your farm town zip code. Txt <Your Zip Code> to 12345. Txt HELP for help.
	Service Cost	We send game day reminder for \$3.99/month, charged to your wireless bill.
	Frequency of messaging	Get 4 msg/month.
	Additional carrier costs	Std rates may apply.
MO Response	Mobile subscriber responds to CTA	Text '44521' to 12345.
Opt In		Mobile subscriber receives the following MT(s):
1 Initial MT	Program sponsor	Farm League Baseball Alerts!
	Service price	To confirm \$3.99 monthly alerts, reply YES.
	Frequency of messaging	Get 4 msgs/month.
	Additional carrier costs	Std rates may apply.
MO Response	Double Opt In	YES
Confirmation		Mobile subscriber receives the following MT(s):
1 Confirmation MT	Service description	Thanks for subscribing to Farm League Baseball alerts for \$3.99/month!
	Frequency of messaging	Get 4 msgs/month.
	How to get help	Txt HELP for help.

Table 4: Continued

	How to stop	To stop txt STOP.
	Additional carrier costs	Std rates may apply.
Mobile Content		Mobile subscriber receives the following MT(s):
1 Alert MT	Alert	Farm League Baseball Alert! Crosstown Rebels battle the Lakeview Titans on 11/11/08 @ 6pm in Dolores Park. Support your local team.

6.3.2 Double Opt-in from the Internet

Many consumers prefer to provision and interact with SMS programs from the Internet. If the second opt-in is from the Internet, the content provider must positively confirm that the authorized subscriber is acknowledging the opt-in. This can be done by the user inputting on the website a PIN code sent via an MT message to the mobile phone number that the consumer has provided on the website (“PIN Confirmation Message”), or by the consumer responding via an MO message, such as replying Y or YES, to an MT message that is sent to the mobile phone number the consumer has provided. This PIN message must also include program pricing and terms. For premium campaigns the PIN code must be the last piece of information provided in the PIN confirmation message. In addition, the content provider should use this channel to provide more detailed information about the program. Regardless of the web opt-in details, the goal is that the entire terms of the offer must be clear to the subscriber through the process.

6.3.3 Initial Opt-in via IVR

Some consumers prefer to initiate new SMS services from an IVR (Interactive Voice Response) platform. The IVR phone number is used in the providers’ call to action. The caller dials into the IVR system initiating the first opt-in. The IVR prompts must clearly explain the service, pricing and/or billing and offer details to the consumer. After the details of the program have been relayed to the subscriber via the IVR system, the subscriber is prompted to press a key to enter into the IVR program. This key press is recorded by the system and constitutes the caller’s second opt-in to the program.

Regardless of the opt-in process, the goal is that the entire terms of the offer must be clear to the subscriber through the process. The following table is an example of a standard rated program with single opt-in IVR sign-up:

Table 5: Single Opt-in IVR Program

Action	Requirements	Recommendation
Call to Action		The following is advertised on web, television, in-store promotional poster, etc.:
1 Call To Action	Program sponsor	WOD: Weather on Demand.
	Service Description	Call 888-222-2222 to get current weather for your area sent to your phone. Dial 0 for help.
	Additional carrier costs	Std rates may apply.
1 Phone Call	Mobile subscriber responds to CTA	888-222-2222 [Mobile subscriber calls and is prompted to select SMS to phone]
Mobile Content		Mobile subscriber receives the following MT(s):
1 MT	Mobile Content (text)	WOD: Partly sunny with chance of showers in late afternoon. Highs in the 70 during the day, and 62 at night.

In certain instances, individual carriers may approve complete registration to occur on IVR on an individual case basis. The below example is provided as a guideline.

6.3.4 Double opt-in via IVR (example)

Some mobile related services are initiated from an IVR (Interactive Voice Response) platform. An IVR phone number (800 number, local number, premium rate number, pound (#) code or other) is used in the providers’ call to action. When the consumer dials into the IVR system (initial opt-in), the IVR should outline the service and offer details and subsequently ask the consumer to confirm their purchase with a key press (secondary opt-in). The user’s input must be captured to record his consent. The IVR should then send a confirmation MT message to the user’s handset. In cases where the number the user is calling from differs from the number the service will be billed to (for example in the case of land-line callers); a PIN verification message has to be sent out by the IVR to the mobile number the service will be billed on. The consumer must input the PIN into the IVR system prior to the provider initiating and billing the service, and this confirmation step should be recorded and stored by the IVR system. In the case where content is purchased, users should be informed of the next steps to download and install their new content on their phone. Consumers should be re-informed of how to call back and get help in case of problems downloading or installing their content.

While there are different methods of subscriber opt-in and many ways to say the same thing, the basic tenet should be that all of the required information listed above is delivered to the subscriber in a clear and unambiguous manner.

6.3.5 Participation Television (PTV)

Participation TV allows home viewers to interact with the TV program via their mobile device. There are three types of PTV programs.

- Standard Rate SMS – consumer is charged their agreed standard message rate.
- Premium Rate SMS – consumer is charged a premium charge plus standard rate message.
- FTEU SMS (On select carrier approved on an ICB) – the subscriber is not charged.

When there is a premium SMS rate associated with the PTV program there is a possible exception to the double opt-in rule. The following pricing elements below should exist and the call to action should contain the following conditions:

- An MO message with a premium price of \$1.49 or less.
- Interaction is transaction-based messaging, not subscription.
- A thank you message, including advice of charge, should be sent following the MO. This is also where textual content can be added as well as the opportunity to ask if the participant would like to receive more information from the show. This message can be truncated not to exceed 320 characters (2 SMS messages).
- If there is a limit to the number of votes a subscriber may submit to the program, this limit needs to be communicated once the subscriber has passed the limit.
- On-air call to action and advice of charge needs to be clear and conspicuous.
 - Premium charges must be included in the first line of the CTA.
 - The first call to action must include both verbal and visual instruction on program pricing. Subsequent calls to action may be visual only given that if the program extends beyond 60 minutes, one verbal call to action must be included every half hour.
 - If there is a time frame to enter it should be included in verbal and visual instructions.
 - Call to action should communicate the location of legal terms and conditions and FAQs (Frequently Asked Questions).
 - Visual call to actions should use a minimum of 22 or 23 scan lines or font size of 12 in order to ensure the details are legible in the CTA, when used in conjunction with a verbal call to action and be onscreen for 3 seconds for the first line of text and 1 second for each additional line. A minimum of 23 scan lines should be

used when the call to action does not include a verbal call to action.

The call to action shall clearly identify verbally and textually any charges the consumer will incur on their mobile invoice by interacting with participation TV program. Below are examples of verbal scripts or textual language that should be included in the CTA by tariff type:

Examples:

Standard Rate – You have up to two hours to vote and may vote as many times as you like. Standard text messages rates apply.

Premium Rate (no sweepstakes component) – You have up to two hours to vote, 99 cents per vote via text, standard messaging rates apply. You can vote up to 10 times.

Premium Rate (with sweepstakes component) You may have up to 24 hours to enter. Entries via text cost 99 cents plus standard rate messaging or you can go to www.xyz.com to enter for free. You may enter up to 10 times regardless of method.

6.3.6 Opt-In for WAP sites

Access to content presented in the form of browse-able WAP sites may be initiated by SMS shortcode, by WAP push from a PC website, by direct entry of a URL, by clicking a search link, etc. While opt-in may not originate through an SMS shortcode, subscribers are still billed “on-net” through PSMS or direct carrier billing connections, placing such sites under the governance of these Consumer Best Practice Guidelines.

- The same opt-in rules apply for WAP sites as for SMS program double opt-in IF there is any charge associated with accessing the first page of a WAP site presented when the subscriber selects a service message (embedded link or WAP push message), or browses to that page by any other means.
- There is no requirement for opt-in text messages IF the first page of a WAP site presented to the user does not incur a charge, and any subsequent charges are clearly set-out, requiring an explicit user action as described below.
- Before any billing events can be generated, the advice of charge must be presented clearly to the customer, in substantially the same format as the payment flow shown below.
- There must be an explicit “Buy” button visible to the user on the first screen of the payment details page. Only when the user clicks this button should a billing event be generated. “Buy” may also be replaced with “Subscribe” or “Purchase” terminology.
- There must be an explicit “Cancel” button available to the user on the first screen of the payment details page immediately below the Buy button and visible without requiring the user to scroll down the screen.

- There must be an explicit “Terms and conditions” link available to the user, listed directly after the “Cancel” button. The Terms and conditions page shown to the user should contain at a minimum the following information:
 - That the payment will be made to the subscriber’s wireless phone bill.
 - That the user will be advised of all charges before being billed.
 - The description that will appear on the subscriber’s phone bill.
- There should be a link providing customer care contact information and advice that other ancillary charges, such as carrier data charges, that may be incurred.

Table 6: Double Opt-In on Mobile Web		
Action	Requirements	Recommendation
Call to Action		The following is advertised on web, television, in-store promotional poster, etc.:
1 Call To Action	Program sponsor	CheckMyRide Tones!
	Service description	Visit wap.checkmyride.com on your phone microbrowser. Visit HELP for help.
	Additional carrier costs	Std rates may apply.
Microbrowse	Mobile subscriber responds to CTA	Visit wap.checkmyride.com
WAP Opt In 1		Mobile subscriber sees the following WAP/xHTML page with product offer
1 WAP/xHTML page	Program sponsor	Checkmyride.com!
	Service description	The hottest ringtones sent to your phone every month.
	Service price	Get 5 ringtones for \$9.99/month.
	Link to terms	Terms and Conditions
	Additional carrier costs	Std rates may apply.
WAP Opt In 2		Mobile subscriber sees the following WAP/xHTML page after selecting subscription.
1 WAP/xHTML page	Program sponsor	Checkmyride.com!
	Service description	Click "Subscribe" to confirm your purchase of "Check my Ride" tones for \$9.99 per month.
		Subscribe
		Cancel
	Link to terms	Terms and Conditions

Table 6: Continued		
	Additional carrier costs	Std rates may apply.
WAP Confirmation		Mobile subscriber sees the following WAP/xHTML page after being billed.
1 WAP/xHTML page	Service description + cost	Thank you for your payment of \$9.99 per month. Your subscription has been activated.
	Frequency of messaging	Get 5 ringtones per month.
	How to get help	Txt HELP for help to NNNNN.
	How to stop	To stop txt STOP to NNNNN
SMS Confirmation		Mobile subscriber receives the following MT(s):
1 Confirmation MT	Service description + cost	Thank you for your payment of \$9.99 per month for Check my Ride.
	How to get help	Txt HELP for help.
	How to stop	To stop txt STOP

6.3.7 Payment Failure

Best practice includes ensuring that the consumer is advised of any failures in the WAP payment flow. A payment failure page should be presented in the event that the billing request is unsuccessful.

- The page should contain the text set out in the example below.
- There is an optional field to provide more detail on the reasons for failure (out of funds, unsuccessful connection, etc.) where the billing platform provides this information in real-time.
- Clicking “Continue” from this failure page should take the user back to the content provider site.”

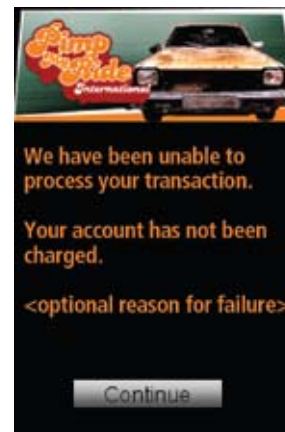


Figure 3

6.4 Third Party Lists

- Selling mobile opt-in lists is prohibited.
- Beyond violating the subscriber opt-in policy, sending messages to third-party lists is not an effective interactive marketing tactic.

6.5 Additional Opt-in Considerations

- Carrier ability to waive double opt-in — In certain instances, carriers may waive the double opt-in on a program-by-program basis.
- Program flow and information must not be misleading in any way.
- Because opt-in and opt-out messages are administrative in nature, they should not result in any premium charges for the subscriber.
- When a subscriber ports his/her telephone number between carriers, he/she should be required to re-opt-in to all shortcode programs.
- Opt-in expiration for interactive programs — If a subscriber is inactive in any program for six months, the opt-in should expire. At that time, it is permissible to send the subscriber one final MT message notifying them that his/her username and other subscription information will be deleted from the program. No messages to the subscriber after the expiration are permitted. This provision does not apply to programs where the subscriber may have stored value (i.e., remaining credits) with the content provider.
- Opt-in and Opt-out records — Independent of method of entry (SMS, MMS, Web, WAP, IVR) opt-in and opt-out records - including single, double and triple opt-in records - should be retained from the time the subscriber opts-in until a minimum of six months after the subscriber has opted-out of the program (minimum opt-in archiving period is one calendar year). These records should be made available to the aggregator or carrier upon request.

7.0 Help

It is important for subscribers to understand and be in control of their participation in shortcode programs; therefore, program information should be transparent. Regardless of manner of entry for a subscriber, help messaging commands, phone numbers, URLs, and email address' should result in the subscriber receiving help with their issue. Dead ends that do not result in the ability for subscribers to resolve their issues are not acceptable.

For short codes running MMS programs, a help response should be returned whether the subscriber sends in HELP to the shortcode via MMS or SMS.

If the shortcode has multiple programs (keywords) on the same shortcode, the application should respond in one of two ways:

- If the subscriber has opted in to only one program, the application should supply the information for the program the subscriber is opted-in to.
- If the subscriber is opted-in to multiple programs, the application should present a multiple-choice question asking the subscriber what program they would like help on. The help menu does not need to include “Standard rates may apply,” STOP, pricing, or sponsor information. The menu should contain a question of what the subscriber seeks help with and a list of options for the user to get help on.

These messages should not result in premium charges to the subscriber's bill. Responses to help should be available to anyone who requests help information from the shortcode via SMS.

To help subscribers understand their participation, each program should respond with the program details listed below when the subscriber sends the keyword HELP to the program shortcode if they are only subscribed to one service.

- Identity of program sponsor — This is defined as the program name, company name, or brand associated with the campaign.
- Customer support info — Either a toll-free number or Web address.
- Service description of program — For example, Fun Stuff Premium Chat.
- Service price — For example, \$0.99 per mobile originated message; \$3.99 per month.
- Opt-out information.
- Should there be multiple programs running on the shortcode, the subscriber can be directed to a Web site, WAP site, SMS quiz session, or toll-free number that provides a better customer care experience, as long as basic information about the program is in the help reply message. A help menu is preferred over sending the consumer to these places for help. The help menu content descriptions are outlined above.
- Where there is no shortcode initiating access to the service, help must be provided as a link from WAP payment presentation pages. This page containing help should, at a minimum, identify services that are currently opted into, opt-out (cancellation) information, pricing and payment terms. It is recommended that a PC-accessible web site is provided into which a user entering their cell phone number can retrieve detailed information on all live services provided by that program sponsor.

- Subscribers must be able to reach customer service through the IVR for assistance with the IVR mobile program.
- Privacy statement, if applicable.
- Help messages do not need to contain renewal date information.
- A subscriber can receive help information by sending the word HELP to any program. HELP or HLP key words should work for all subscriber requests. HLP is optional for HELP, but not required.

Table 7: Sample HELP MT message

Help (Single Service)		Mobile subscriber receives the following MT(s):
1 HELP MT	Program sponsor	Farm League Baseball Alerts!
	Service description	Txt us your zip, we send local game day for \$3.99/month.
	Additional carrier costs	Std rates may apply.
	Frequency of messaging	Get 4 msgs/month.
	Customer support info	Contact: flb.com/help or 800-888-8888.
	Opt-out info	To stop txt STOP.

Table 8: Sample HELP Menu

Help Menu (Multiple Services)		The following is a help menu MT response to a HELP MO from a mobile subscriber
1 Help menu	Program sponsor	Farm League Baseball: which service would you like help on?
	Option A	4 Sports txt HELP SPORT or
	Option B	4 Horoscope txt HELP HORO
MO Response	Mobile subscriber gets help	HELP SPORT
1 HELP MT	Program sponsor	Farm League Baseball sports service:
	Service description	Txt us your zip, we send local game day for \$3.99/month.
	Additional carrier costs	Std rates may apply.
	Frequency of messaging	Get 4 msgs/month.
	Customer support info	Contact: flb.com/help
	Opt-out info	To stop txt STOP.
MO Response	Mobile subscriber gets help	HELP HORO
1 HELP MT	Program sponsor	Farm League Baseball horoscope service:

Table 8: Continued

	Service description	Txt us your bday, we send your horoscope for \$3.99/month.
	Additional carrier costs	Std rates may apply.
	Frequency of messaging	Get 4 msgs/month.
	Customer support info	Contact: flb.com/help or 800-888-8888.
	Opt-out info	To stop txt STOP.

A HELP message response should be delivered to users whether or not they are subscribed to the service.

Where should HELP be used in the message flow?

- For standard rated programs, HELP should be advertised in the confirmation MT message.
- For premium rated programs, HELP should be advertised in the confirmation and second MT message.
- HELP does not need to be advertised in content delivery messages such as a daily text alert or a ringtone delivery message.

8.0 Opt-out

It is fundamental to the concept of control that a subscriber maintains the ability to stop participating and receiving messages from a shortcode program when desired. To facilitate this capability, the following general rules govern program opt-out:

- Upon entering a program, the subscriber must be told how to opt-out of the program.
- A subscriber can stop participating and receiving messages from any program by sending STOP to the shortcode used for that program.
- END, CANCEL, UNSUBSCRIBE or QUIT should also be opt-out key words for all programs; however, content providers should feature the word STOP in their advertising and messaging.
- If the subscriber is participating in multiple programs on the shortcode, there are two options for the content provider when a subscriber sends an opt-out request:
 - The content provider sends a menu of the programs the subscriber is subscribed to and the subscriber has the responsibility to reply with the specific keyword to the specific program they would like to be opt-ed out of. To ensure subscribers also have a way to opt-out of all programs within this menu, STOP ALL must be added to the menu choices. The stop menu message does not need to contain “standard rates may apply,” pricing, or sponsor information.

- Or, if the subscriber sent STOP ALL to the shortcode, they are opted-out of all programs they were enrolled in on that shortcode.
- Programs can support other opt-out words, but at a minimum they must support these five words outlined above.
- This STOP command applies to all programs, including one-time use programs where the subscriber will not receive additional messages. This is to avoid subscriber confusion around the use of the STOP command.
- The STOP command should never result in an error being sent back to the subscriber.
- Shortcodes running MMS programs should handle the STOP keyword correctly, regardless whether the subscriber sends the keyword via MMS or SMS.
- Shortcode programs should support mixed case opt-out commands and ignore subsequent non-keyword text.
- When sent, these words cancel the subscriber's previous opt-in for messaging.
- An MT message confirming the opt-out should be sent to the subscriber. This should not be a premium message. This message should reference the specific program the subscriber has opted-out from. No further messages should be sent to the subscriber from this program, including marketing messages for any related or unrelated programs.
- No additional premium charges should be applied to the subscribers account after the opt-out command is received from the subscriber.
- Any IVR system that offers the possibility to opt-in to a mobile service must also offer the possibility to opt-out. This should be available through the IVR, customer service, a web site, or SMS.
- When STOP, or any of the opt-out keywords above, is sent to a program, the program should respond with an MT message, whether or not the subscriber is subscribed to the program or not.
- Content providers should periodically scan their MO logs for subscribers that are clearly trying to unsubscribe to a service, but are not following the programmed rules. And then take the action to end their subscription based on those MO logs.
- The content provider (or the aggregator) should record and store all opt-out transactions.

Table 9: Sample STOP MT message

Stop (Single Service)		Mobile subscriber receives the following MT(s):
1 STOP MT	Program sponsor	You will receive no more charges from Farm League Baseball.
	Discontinuation of service	You have opted out.
	Customer support info	Contact: flb.com/help

Table 10: Sample STOP Menu

Stop Menu (Multiple Services)		The following is a help menu MT response to a STOP MO from a mobile subscriber
1 Stop menu	Program sponsor	Farm League Baseball: which service to stop?
	Option A	4 Sports txt STOP SPORT or
	Option B	4 Horoscope txt STOP HORO
MO Response	Mobile subscriber stops A	STOP SPORT
1 STOP MT	Program sponsor	You will receive no more charges from Farm League Baseball: Sports service.
	Discontinuation of service	You have opted out.
	Customer support info	Contact: flb.com/help or 800-888-8888.
MO Response	Mobile subscriber stops B	STOP HORO
1 STOP MT	Program sponsor	You will receive no more charges from Farm League Baseball: Horoscope service.
	Discontinuation of service	You have opted out.
	Customer support info	Contact: flb.com/help or 800-888-8888.

9.0 Subscriptions

A subscription program is any program the subscriber opts-in to where the result is that the subscriber passively incurs premium or standard charges over time for content delivery. There are two kinds of subscription programs:

- A program for a set period of time, such as one month.
- A program for a set number of uses, after which the subscriber may be charged for another “bucket” of uses.

9.1 Subscription Opt-in Message

In addition to the information required in the double opt-in mechanisms above, the opt-in flow for a subscription program must also include the following:

- Identification of the program as a subscription and the billing interval.
- Contact details for the program sponsor — Either a toll-free number or a Web site address for opt-out details.

9.2 Subscription Periods

Subscription periods should not be longer than one month. Regardless of the subscription period (daily, weekly, monthly, for example), the subscriber should be notified of the subscription pricing in conjunction with the subscription period.

9.3 Additional Content for WAP subscriptions

For subscriptions opted-in to through the WAP flow, the advice of charge page shown below must be presented to the subscriber by the content provider. This page describes the purchase terms of the subscription including the billing frequency and the purchase link name is changed from “Buy” to “Subscribe.”

The payment advice page (the second opt-in example in Figure 4) should include the following content:

- “Click <Subscribe> to confirm your purchase of <content description> for <price> per <billing period>.”
- A link or button that activates the subscription. The name of this link should clearly convey to the subscriber that clicking on the link will activate the subscription. e.g. “Subscribe,” “Buy Now,” “Charge my phone bill.”
- A link or button directly below the activation link that says “Cancel”
- A link saying “Terms & Conditions.” This link must lead to a page listing detailed terms and conditions of the service, including at a minimum the name and contact details of the content provider.
- A link saying “Standard rates may apply”. This link must lead to a page describing the standard rate data and messaging charges that may apply, depending on a subscriber’s plan

When the subscriber clicks the “Subscribe” or subscription activation link, the page to which they are re-directed containing the content for download should display the following confirmation text:

- Thank you for your payment of <price>. Your subscription has been activated”

This confirmation page must also state how to use the HELP and STOP text commands to the relevant short code.



Figure 4

Once a subscriber has successfully opted into the program via a Mobile Web browser, an MT message should be sent notifying the subscriber of the purchase, serving as the notice of charge for the transaction. This message should be sent to the subscriber within twelve hours of opting in and should include the following information: program name, price of subscription, billing period, HELP to receive help, and STOP to opt-out.

9.4 Subscription Billing Renewal Message

Before the program is renewed, or at a minimum of once per month, a renewal message must be sent to the participating subscriber’s handset containing these details:

- The name of program
- The fact that the program is a subscription and is being renewed
- Billing period and advice of charge for the program
- Opt-out details

Table 11: Sample Billing Renewal Message		
Type	Sample Text	Charge
MT	Thanks for your continued subscription to XYZ Alerts! A \$5.99 charge will show on your next wireless bill for the next month. Reply STOP at any time to cancel.	Std

This information may be supplied in other program-related messaging to the handset but should coincide with the subscription anniversary.

Each subscription service must be renewed independently of when the subscription was originally ordered.

9.5 Terminating a Subscription

Subscribers should be able to terminate their participation in a subscription program as specified in the section immediately above. These requirements also apply to terminations of subscription programs:

- When a subscriber opts-out of a program, no further premium charges should be submitted by that program for that subscriber.
- There should be no minimum subscription periods for any program. For clarity, this does not mean that pro-ration is required.

For subscription services that do not originate from an MO text message, but originate for example from a direct URL entry or search link to a WAP site, the payment advice page must clearly and conspicuously present the following program details:

- Identification of the program as a subscription and the billing interval.
- Contact details for the program sponsor—Either a toll-free number or a Web site address for opt-out details.
- Termination details. This should include use of the STOP command or its variants, as set out above, and a mobile or PC web site where the user can list live subscriptions and cancel any or all of these.

10.0 Chat

10.1 Types of Chat

There are two types of chat: one-to-one and group (or community) chat.

- One-to-One — These chat programs come in two types: Peer to Peer or Operator Assisted.
 - Peer-to-Peer chat programs include interactions between two individuals, neither of whom is a paid “chat professional.”
 - Operator Assisted chat programs are all chat programs that are not peer-to-peer. For Operator Assisted chat, the interaction should be a one-to-one message ratio.
- Group/Community Chat—Group chat programs are typically designed so that multiple chat participants may interact with each other during a chat session. As a result, many premium messages are distributed to an end user after the end user has initiated interaction with a member of the group.
 - Group chat programs must be monitored 24x7 by chat providers for compliance with the specific carrier agreements, policy, and all applicable laws and regulations.
 - The number of participants in a group chat session should be limited to provide a good subscriber experience.

10.2 General Chat Guidelines

- Bots should not be used in chat. This does not apply to registration or administrative chats or to match interactions.

- Chat participants should have the ability to report and block members whose activities are perceived as abusive, threatening, or inappropriate, or that promote illegal activity.
- Administrative messages associated with opting into the program and setting up profiles should not incur premium charges.
- For chat programs, the subscriber should be opted-out after 90 days of inactivity. An informational message informing the subscriber of the opt-out may be sent.
- If a match notification service is offered as part of a chat program, and the service generates premium charges, an additional opt-in should be obtained from the subscriber for this service. At a maximum, two premium messages—or five standard rate messages—of this type may be sent in a 24-hour period.

10.3 Chat Premium Billing

Subscription, bundle, or per-message billing are billing options given when the subscriber is notified and opts in for \$25 in premium charges. The policy on spending cap limits is set by individual carriers. These guidelines are intended to support policy synchronization to enable a consistent customer experience and enable more efficient compliance and monitoring. The guidance is as follows:

- Spending cap limits are set on a per shortcode basis.
- Spending cap limits are based on an operational month based on date of initial sign-up (example: user signs upon April 4th, all months will end on the 4th of each month).
- There should be an additional opt-in required from the subscriber once they have reached \$25 of premium charges on a shortcode, with additional opt-ins required from the subscriber every \$25 of premium charges incurred thereafter. These additional opt-ins are referred to as triple opt-ins.
- Triple opt-in messages should express cumulative premium charge dollar amounts reached (for example \$25, \$50), not the number of messages billed.
- No MTs should be sent to the subscriber other than a continuation message until the subscriber has replied affirmatively. If the subscriber tries to chat without opting in, additional continuation messages or solicitations may be sent. If the subscriber does not attempt to chat, no additional messages should be sent. This chat participant should be considered in a PAUSED status.
- HELP and OPT OUT keywords should be included in the continuation message.
- If the subscriber does not reply affirmatively to the continuation message, the system should pause until the subscriber’s anniversary date.

- Suggested keywords are the same as the opt-in keywords defined earlier in this paper. In addition, MORE, ADD or CONTINUE should be supported as re-opt-in words.
- Regardless of the subscriber’s status, he/she should be able to opt-out of the program at any time.
- While the subscriber is in PAUSED status, no premium charges should be applied to their account.
- The content providers should not be allowed to queue messages to send to the PAUSED subscriber for re-transmission later.

The table below shows an example of Premium Chat opt-in and billing:

Table 12: Double Opt-In Chat Program		
Action	Requirements	Recommendation
Call to Action		The following is advertised on web, television, in-store promotional poster, etc.:
1 Call To Action	Program sponsor	Sports Talk:
	Service Description	Chat with top sports executives . Txt 'talk' to 54321. Txt HELP for help.
	Service Cost	One-to-one txt chat for \$0.50/msg, charged to your wireless bill +
	Additional carrier costs	Std rates may apply.
MO Response	Mobile subscriber responds to CTA	Text 'Talk' to 54321.
Opt In		Mobile subscriber receives the following MT(s):
1 Initial MT	Program sponsor	Welcome to Sports Talk chat.
	Service price	To confirm \$0.50 per msg received, reply YES to start.
	Additional carrier costs	Std rates may apply.
MO Response	Double Opt In	YES
Confirmation		Mobile subscriber receives the following MT(s):
1 Confirmation MT	Service description	Thanks for joining Sports Talk chat. Ask us a question for \$0.50 per answer!
	How to get help	Txt HELP for help.
	How to stop	To stop txt STOP.
Mobile Content		Mobile subscriber receives the following MT(s):
1 MO	Mobile subscriber chat	What is John Madden's next career move?
1 MT	Mobile Content (text) - \$0.50	Madden is working on a new version of his popular PS3 game with EA.

Table 12: Continued		
REMINDER		Mobile subscriber receives the following MT(s):
1 REMINDER MT	Program sponsor	Sports Talk chat!
	Indication of spend limit	You have spent \$25.00 this month. [sent again at \$50, \$75, and pause service at \$100]
	Cost of service	The service cost is \$0.50 per message received. To continue txt MORE.
	How to stop	To stop txt STOP.
	How to get help	4 help txt HELP.
	Additional carrier costs	Std rates may apply.
MO Response	Triple Opt In	MORE [may also use ADD, CONTINUE as keywords]

10.4 Chat Advertising

- Advertising for chat programs should not imply unapproved content.
- For operator-assisted chat, appropriate disclosure should be made in the advertising and terms and conditions of the program.
 - Example disclosure wording: This program employs operators who are paid to participate in chat.

10.5 Chat Examples

The following are examples of unacceptable double opt-in language:

- “Thanks for participating in ABC chat. Participation will cost \$0.99 per MO message. Enjoy!”
Issue — No confirmation prompt.
- “Thanks for participating in ABC chat. Your first 3 messages are free. Enjoy!”
Issues — No clear clarification of pricing; no confirmation prompt; misleading.
- “Thanks for participating in ABC chat. Reply with your screen name to begin chatting with a bunch of really interesting people who will like you. Each message costs \$0.99”
Issues — Misleading: “really interesting people who will like you;” not clear that by responding subscriber is opting in.
- “Thanks for participating in ABC chat. Participation is free except for every third message that will be charged \$9.99. Reply with Y to start!”
Issue — Misleading pricing.

11.0 Customer Care

11.1 Prompt Handling of Deactivation and Recycled Number Files

To the extent that carriers supply deactivation and recycled number information, content providers and aggregators are required to have appropriate and effective systems and processes for managing deactivation and recycled number information. These systems and processes should be designed to ensure that mobile content programs subscribed to by previous holders of a specific phone number do not continue to be delivered or billed to a subsequent holder of that number when it is re-assigned. Content providers and aggregators should process deactivation information within three business days of receipt.

11.2 Spending Cap Limits

Spending Cap Limits for non-chat programs:

- The policy on spending cap limits is set by individual carriers. These guidelines are intended to support policy synchronization to enable a consistent customer experience and enable more efficient compliance and monitoring. The guidance is as follows:
 - Spending cap limits are set on a per short code basis.
 - Spending cap limits are based on an operational month based on date of initial sign up (example: user signs up on April 4th, all months will end on the 4th of each month).
 - Spending cap limit is suggested to be \$50 for non chat programs.
 - There should be an additional opt-in required from the subscriber once they have reached \$50 of premium charges on a shortcode, with additional opt-ins required from the subscriber every \$25 of premium charges incurred thereafter. These additional opt-ins are referred to as triple opt-ins.
 - Each carrier may have their own policy regarding hard spending caps (i.e. spending limits that cannot be exceeded, regardless of additional triple opt-ins), check with your aggregator for details.
 - Triple opt-in messages should express cumulative premium charge dollar amounts reached (for example \$50, \$75), not the number of messages billed.

Spending Cap Limits for chat programs:

- Utilize policy from prior section.

11.3 Bill Face

11.3.1 Bill-face Descriptors

Providing subscribers with a description of the billing detail will facilitate the recognition of the charges when they receive their bill. Greater recognition of the charge will result in fewer billing disputes.

Where possible, in order of priority, the following elements should be inserted in the carrier billing descriptor (inclusion at discretion of carrier).

1. Shortcode
2. Brand Name and/or Brief Program Description
3. Toll-free Help #
4. Type of Purchase – product description (for example: Ringtone, TextChat, m-Commerce, etc.)

Note: Timestamps and tariffs are typically driven by carrier platform.

11.3.2 Bill-face Descriptor Reminders

Where applicable, the content provider or vendor may remind the subscriber of the bill-face descriptor that will appear on their wireless phone bill. This reminder could take the form of a text message, web based copy, an audio prompt or text within a print ad.

The ability of vendors to provide this information accurately depends upon the disclosure and accuracy of the carrier bill-face formats provided by the carriers.

Table 13: Bill-Face Descriptor Format by Carrier	
Carrier	Format
Alltel Wireless	27 Characters <Shortcode, Brief Program Description>
AT&T Mobility	62 Characters <Shortcode and Merchant Description, Merchant Name, Toll Free Help #>
Sprint Nextel	22 Characters <Provider, Shortcode, Brief Program Description>
T-Mobile	2 Fields - 15 and 25 characters respectively Field 1 <service provider> Field 2 <short code, description>
Verizon Wireless	30 Characters <Shortcode & Brief Program Description> Note: No content provider toll free # allowed.

11.4 Dispute Resolution

Customer satisfaction is essential to the ongoing health of the mobile ecosystem, and is a key to the continued growth of mobile marketing. As such, we understand the importance of establishing a mechanism that empowers consumers to address questions or concerns regarding a mobile transaction.

Potential Scenarios requiring Dispute Resolution:

- Subscriber cannot cancel text messaging service.
- Subscriber ordered content (e.g., Ringtone, Games and Movies), but content either did not stream, download or does not load properly.
- Subscriber disputes a PSMS charge on his phone bill (one-time).
- Subscriber disputes a SMS subscription service.
- Subscriber feels he has been deceived by a mobile marketing message and/or program.

Dispute Resolution Principle

- Dispute resolution is in the sole discretion and management of each wireless carrier for their respective customers.

12.0 Word of Mouth Marketing

Viral marketing is the communication via text message or other mobile content including ringtones, games and wallpaper by a process in which consumer A receives the message, identifies consumer B who they believe will be interested in the message, and initiates a process – such as inputting a phone number – by which consumer B automatically receives the message.

A viral message must disclose to the recipient (consumer B) that the message was forwarded by another consumer (consumer A), as well as the identity of that consumer.

Permitted viral marketing campaigns include those where:

- The initial consumer (consumer A) manually intervenes to select a secondary recipient (consumer B) to receive the message, e.g., by inputting the secondary recipient’s mobile phone number (must identify the originator of the message); and
- The forwarded message is directed to Consumer B’s mobile telephone number.
- Note: If Consumer A is sending from the mobile web, Consumer A’s identity must be verified prior to any message being sent from mobile web.

**Some states have additional restrictions or flat prohibitions on commercial text messages. Before initiating any viral campaign, it is important to review the applicable state laws. Content providers/aggregators are responsible for ensuring compliance with all applicable laws.*

Prohibited viral marketing practices include:

- Messages forwarded by automatic means generally by means of an application, e.g., accessing a consumer’s contact list or address book.
- Messages forwarded to an Internet domain name assigned to a wireless operator for mobile messaging service.
- Providing inducements – e.g., payments, discounts, free goods or services – in exchange for a consumer’s agreement to forward a message.
- Origination is from commercial source (ensure reflected in above language).
- Sending to deactivated numbers.

13.0 Content Specific Programs

Alcohol Program Approvals

- Soft alcohol marketing is generally allowed. Soft alcohol is defined as beer and wine.
- Hard alcohol programs should only be marketed in locations that have age verification (bars, nightclubs).
- Alcohol marketing should not directly promote the use of or consumption of alcohol.
- Any reference to the abuse of alcohol, drugs, tobacco or other controlled substances is strictly prohibited. This includes verbal and non-verbal actions in which a person could conclude that promotion of drug use is intended.

Tobacco Program Approvals

- Tobacco companies engaging in promotional mobile marketing programs, defined as programs that DO NOT directly advocate or promote the use or consumption of tobacco, must maintain their commitment to responsible marketing via age verification practices compatible with mobile program opt-in methods.
- Any program brief submitted for carrier approval on behalf of a tobacco brand must illustrate the integration of electronic age verification methods (use of third party vendors to confirm legal age and identity) into the program opt-in process.
- Program opt-in is only completed once the mobile subscriber has been verified as an adult tobacco consumer.

General Audience Content

- All content must be available for all audiences.

Mobile Marketing Content

This section describes the use of promotional content. Regardless of the descriptions of pricing below, all marketing and promotion of content must comply with the Best Practices articulated in the Advertising section of this document, specifically the use of the word FREE. Marketers sometimes want to use mobile content as a marketing technique to entice consumers to participate in mobile programs.

- Mobile Marketing content falls into two different categories:
 - **Promotional Content** – This content is usually proprietary (e.g., a corporate mascot logo as a wallpaper, or a promotional wallpaper from a content provider) and not for sale elsewhere in the mobile channel. Since it is not possible to purchase this content, and offering it to consumers promotes the use of data services, programs that include this type of content are generally approved by the carriers.

- **Premium Content** – This is content that consumer pays associated fees to obtain, and is generally available for sale elsewhere in the mobile channel. There are two possible uses of free of charge premium content in a mobile marketing context:

- › Premium Content Given Away To Increase Content Sales – An example of how Premium Content may be used to increase content sales is a program where a content provider gives away Premium Content to entice the consumer to purchase additional content, or to enter a content subscription. These programs are usually run by the content provider themselves, or by other service providers whose main goal is to increase premium content sales. Programs that provide content without charge to entice consumer to participate in the program will be approved by the carriers on a case-by-case basis.
- › Premium Content Used In Advertising – An example of how Premium Content may be used in advertising is a program where the advertiser is not a content provider and gives away content that is also for sale elsewhere in the mobile channel. An example is a consumer packaged goods (CPG) company that gives away a ringtone from a recording artist they have a relationship with. These programs will be approved by the carriers on a case-by-case basis.

Charitable Giving

- The approval of charitable giving programs is at each carrier’s discretion.

Handset Delivery

- Carriers should provide or make available a top 20 list of handsets to its aggregator partners on a quarterly basis to be retransmitted to content providers.
- Content providers should test, filter and deliver content to the mobile device based on the carriers’ top 20 handsets released quarterly to aggregators.
- Content providers should not deliver content to users whose devices are not capable of consuming the content type.
- For MMS, advertisers should, where possible, disclose that MMS content may be delivered to an email address under the following circumstances:
 - The subscribers handset does not support content type.
 - The handset is not available on network.
 - MMS Message Unit Size – Content providers and advertisers should seek to minimize customer receiving cost and maximize delivery success across multiple carriers by sizing MMS to the optimal ad unit.

Recommended MMS Media Support:

- Text – 30kB max
- Image – 100kB max, 30kB optimum
- Video – 300kB max, 100kB optimum

14.0 Use of Carrier SMTP Gateways for Commercial Traffic

Carriers, at their discretion, make available SMTP gateways so that subscribers may receive SMS messages originated via e-mail. Example: A mobile subscriber can be reached by sending an email (SMTP) message to [10 digit number]@[carrierdomainname].com. The carriers that support such gateways do so with the intent that they are not utilized for any commercial traffic. To that end, carriers actively monitor and filter against these connections to protect subscribers from unsolicited messages (spam) and utilize a variety of mechanisms to do so, including spam keyword filters, throttling against questionable domain or IP addresses suspected of abuse, and the like.

Delivery via the SMTP channel, as a result, is not reliable, scalable, or secure. Further, delivery via SMTP does not enable any of the following capabilities required to meet the Consumer Best Practices outlined in this document:

- Subscriber opt-in and audit trail
- Reporting and tracking of subscriber activity
- Support for HELP or STOP commands
- Delivery receipt

SMTP delivery also does not enable advanced capabilities that benefit those providers who connect either directly to a carrier or via an aggregator, such as the ability to send binary or downloadable objects,

Messages sent via SMTP are subject to Section 14(b)(1) of the CAN-SPAM act and may result in prosecution of any entities sending unsolicited messages via this route.

Put simply, SMTP-based delivery provides no guarantee messages will be received by the recipient, offer none of the benefits of a direct or aggregator connection and, none of the capabilities required by Consumer Best Practices, and may run the risk of legal action against the sender. It is not considered a Consumer Best Practice, therefore, to direct any application-to-person or commercial traffic via carrier SMTP gateways.

15.0 Current Status of MMS Interoperability in the US

As of December 2008, cross-carrier MMS programs are constrained by a lack of universal technical requirements. Upgrades to MMSCS are needed to accommodate more robust MM7 capabilities. Currently some operators are transcoding the gif/jpg images for MO/MT messages. The integration lead time for a content provider/value added service may typically take four to ten weeks to get MM7 running.

Not surprisingly, very few aggregators currently offer MMS solutions with more than one U.S. wireless carrier. Thus a content

provider or agency will be required to work with multiple aggregators to run MMS programs which cover all major U.S. networks. To further complicate the issue, not all aggregators/carrier relationships allow for standard rate or FTEU MMS campaigns. It is anticipated that by Q1 or Q2 2009 MM7 should manifest cross-carrier in a more coherent fashion thus increasing interoperability between aggregators and carriers simplifying the timely execution of MMS programs in the U.S.

16.0 Consumer Best Practices Guidelines Effectiveness Date

Consumer Best Practices, revision 3.4, is effective immediately upon release (December 30, 2008).

17.0 Who We Are

About the Mobile Marketing Association (MMA)

The Mobile Marketing Association (MMA) is the premier global non-profit trade association established to lead the growth of mobile marketing and its associated technologies. The MMA is an action-oriented organization designed to clear obstacles to market development, establish mobile media guidelines and best practices for sustainable growth, and evangelize the use of the mobile channel. The more than 700 member companies, representing over forty countries around the globe, include all members of the mobile media ecosystem. The Mobile Marketing Association’s global headquarters are located in the United States and it has regional chapters including North America (NA), Europe (EUR), Latin America (LATAM), Middle East & Africa (MEA) and Asia Pacific (APAC) branches.

For more information, please visit www.mmaglobal.com

MMA Consumer Best Practices Committee

The MMA Consumer Best Practices Committee was established to develop a recommended set of guidelines to ensure a better wireless consumer experience. The US Consumer Best Practices Committee developed these guidelines in collaboration with representatives from the following member companies:

Consumer Best Practices Committee Members		
Alltel Wireless	mBlox, Inc.	The Walt Disney Company
AT&T Mobility	MX Telecom	Thumbplay Inc.
BANGO	Neustar, Inc.	Twistbox, Inc.
Buongiorno	OpenMarket	T-Mobile USA
Cellfish Media LLC.	Publicis NA (Denuo Group, Leo Burnett & Starcom)	VeriSign, Inc.
Jamster	Single Touch Interactive, Inc	Verizon Wireless
Lavalife Mobile, a division of Lavalife Corp.	Sprint-Nextel	Yahoo!
Limbo, Inc.	Sybase 365	
mBeat Media, Inc.	Telescope, Inc.	

Each January, the MMA holds an industry forum to solicit feedback on the guidelines from representatives of the Mobile Marketing ecosystem. In January 2008, more than 200 individuals, representing over 120 companies, were in attendance. The industry forum is held annually.

18.0 References

The following documents provide additional sources of information and reference:

- MMA Code of Conduct (<http://www.mmaglobal.com/codeofconduct.pdf>)
- MMA Mobile Advertising Guidelines (<http://www.mmaglobal.com/mobileadvertising.pdf>)
- MMA Introduction to Mobile Coupons (<http://www.mmaglobal.com/mobilecoupons.pdf>)
- MMA Introduction to Mobile Search (<http://www.mmaglobal.com/mobilesearchintro.pdf>)
- MMA Mobile Advertising Overview (<http://www.mmaglobal.com/mobileadoverview.pdf>)
- MMA Mobile Applications (<http://www.mmaglobal.com/mobileapplications.pdf>)
- MMA Mobile Marketing Sweepstakes & Promotions Guide (<http://www.mmaglobal.com/mobilepromotions.pdf>)
- MMA Mobile Search Use Cases (<http://www.mmaglobal.com/mobilesearchusecases.pdf>)
- MMA Off Portal - An Introduction to the Market Opportunity (<http://www.mmaglobal.com/offportal.pdf>)
- MMA Short Code Primer (<http://www.mmaglobal.com/shortcodeprimer.pdf>)
- MMA Understanding Mobile Marketing: Technology & Reach (<http://www.mmaglobal.com/uploads/MMAMobileMarketing102.pdf>)
- Mobile Marketing Association Website (<http://www.mmaglobal.com>)
- Telephone Consumer Protection Act (per PDF document) (<http://www.the-dma.org/guidelines/tcpa.shtml>)
- TRUSTe (<http://www.truste.org/>)
- CAN-SPAM (<http://www.fcc.gov/cgb/policy/canspam.html>)
- Common Short Code Administration (<http://www.usshortcodes.com>)
- COPPA (<http://www.ftc.gov/ogc/coppa1.htm>)
- FTC Guide Concerning Use of the Word “Free” and similar representations site defining ‘free’ (www.ftc.gov/bcp/guides/free.htm)

Contact Us

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Glossary of Terms

The MMA maintains a nomenclature glossary of all terms for the mobile marketing industry. The glossary is available at:

<http://www.mmaglobal.com/glossary.pdf>



The Mobile Marketing Association (MMA) is the premier global association that strives to stimulate the growth of mobile marketing and its associated technologies. The MMA is a global organization with over 700 members representing over forty countries. MMA members include agencies, brands, content providers, hand held device manufacturers, operators, technology enablers, market research firms, as well as any company focused on the potential of marketing via mobile devices.