



DiGi Telecommunications Sdn Bhd

GUIDELINES ON THE PROVISION OF MOBILE CONTENT AND SERVICES

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History

Revision	Revision Date	Remarks
1	16 August 2006	Paragraph (c) inserted to section 12.1 of the Guideline
2	18 June 2009	Section 8.10 inserted to the Guideline
3	25 November 2009	Section 8.10 revision
4	19 May 2011	Section 8 revision Section 4 revision

GUIDELINES ON THE PROVISION OF MOBILE CONTENT AND SERVICES

1 Introduction

- 1.1 This Guideline regulates the provision of subscription based services for Mobile Content and Services offered via the Content Provider Access (“CPA”) Platform.
- 1.2 This Guideline is set out to provide the Content Providers a guidance as to what constitute good practices in the provision of mobile content services and to protect mobile customers’ interests by means of providing sufficient information that will enable them to make an informed decision on the purchase/subscription of mobile content services.
- 1.3 Interpretation of this Guideline shall be guided by the interests of both mobile customers and Content Providers, towards achieving a healthy and competitive industry. Content Providers are required to comply with the provisions of the Guideline, both in substance and in form.
- 1.4 This revised Guideline supersedes the one issued on 14 July 2005 and shall be effective from 01 July 2006.
- 1.5 Content Providers shall ensure that their service(s) shall comply with all provisions in this Guideline from 01 July 2006 save for promotions transmitted over the television or the radio or print advertisements appearing in periodic magazines, of which shall be compliant with the relevant provisions in Section 6 of this Guideline, from 01 August 2006.

2 Definitions

Content Provider	Is any person or company licensed by MCMC to provide mobile content and services which are delivered through the facilities provided by the mobile network operator(s)
Content-Based Subscription	Refers to a subscription service defined in sub-section 3.5(a)
Maximum Subscription Fee	Refers to the maximum charge allowed for a Time-based subscription service as defined in sub-section 3.9
Subscription Service	May either be a Content-Based Subscription or a Time-Based Subscription service as defined in sub-section 3.5
Time-Based Subscription	Refers to a subscription service defined in sub-section 3.5(b)

3 Registration Request and Subscription Service

3.1 The Content Providers shall not automatically subscribe a purchaser of a mobile content to a Subscription Service, upon purchase of content.

3.2 Registration for a Subscription Service shall always be initiated by the mobile customer and shall be sent through the Content Provider Access (“CPA”) Platform.

3.3 A request to register for a Subscription Service shall be a request which stands apart from all other requests. For example, the registration for a Subscription Service request shall not be combined with a request to purchase a content.

3.4 The keywords used for registration for a Subscription Service shall be reflective of the fact that the mobile customer is registering his mobile telephone number for the Subscription Service. The keywords to be used for registration for a Subscription Service, whether it be a Content-Based Subscription or a Time-Based Subscription, shall be “REGISTER” or “REG” or “ON” or “DAFTAR”, followed by a word(s) to describe the service (if applicable). For example to subscribe to a horoscope service, the keywords may be “REGISTER HOROSCOPE”.

3.5 A Subscription Service is EITHER :-

- a) “Content-based Subscription” where:
 - the subscriber agrees to receive chargeable content on a regular basis; and
 - the subscription does not give its subscribers a preferential or differential treatment in terms of the price paid for the content; and
 - the subscription does not attract payment of a subscription fee, whether a one-time or on a recurring basis.

OR

- b) “Time-based subscription” where:
 - the subscriber is given a preferential or differential treatment in terms of the price paid for the content; and
 - the Subscription Service may or may not attract payment of a one-time or a recurring subscription fee.

3.6 When a mobile customer requests to register for a Subscription Service, Content Providers shall as part of the response message for successful registration, inform the mobile customer :-

- a) That the registration for the Subscription Service request is either free of charge or has a fee attached;
- b) That the registration for a Subscription Service request has been successfully processed;
- c) The price of the content which will be charged to the subscriber when the content is sent to the subscriber;
- d) The exact number of chargeable message(s) or content that will be sent to the subscriber over a specified period, unless it is not possible to do so;
- e) The date of renewal of the Time-Based Subscription (if applicable); and
- f) The steps on how to cancel or terminate the Subscription Service.

The requirements of this sub-section are further elaborated in sub-section 3.7 below.

3.7 Response Message for Successful Registration for a Subscription Service

The response message for registration for a Time-Based Subscription Service requests shall comply with the formats outlined below. Information contained within “<” and “>” may be varied in accordance to the requirements of the service being registered for by the mobile customer. All the other information not contained within “<” and “>” is mandatory information.

a) Response Message for a No Fee Time-Based Subscription Service

Bahasa Melayu	English
<p>Msj percuma. Daftar diterima. Tiada yuran daftar. Harga: <RM0.50/SMS>. <3 SMS/minggu>. Tarikh pembaharuan < dd/mm/yy >. Utk hentikan, htr BATAL ke <3xxxx>.</p> <p>Example Msj percuma. Daftar diterima. Tiada yuran daftar. Harga: RM0.50/SMS. 3 SMS/minggu. Tarikh pembaharuan 22/08/06. Utk hentikan, htr BATAL ke 3xxxx.</p>	<p>Free msg. Successful Registration. No subscriptn fee. Price: <RM0.50/SMS>. <3 SMS/week>. Renewal <dd/mm/yy>. To cancel, send STOP to <3xxxx>.</p> <p>Example Free msg. Successful Registration. No subscriptn fee. Price: RM0.50/SMS. 3SMS/week. Renewal 22/08/06. To cancel, send STOP to 3xxxx.</p>

b) Response Message for a Time-Based Subscription Service Attracting Subscription Fee

Bahasa Melayu	English
<p>Msj ini <RM5.00>. Daftar diterima. Yuran: <RM5.00/minggu>. Harga: <RM0.50-RM10.00/kandungan>. Tarikh pembaharuan < dd/mm/yy >. Utk hentikan, htr BATAL ke <3xxxx>.</p> <p>Example : Msj ini RM5.00. Daftar diterima. Yuran: RM5.00/minggu. Harga: RM0.50/kandungan. Tarikh pembaharuan 22/08/06. Utk hentikan, htr BATAL ke 3xxxx.</p>	<p>This msg <RM5.00>. Successful registration. Fee: <RM5.00/week>. Price: <RM0.50-10.00/download>. Renewal < dd/mm/yy >. To cancel, send STOP to <3xxxx>.</p> <p>Example This msg RM5.00. Successful registration. Fee: RM5.00/week. Price: RM0.50/download. Renewal 22/08/06. To cancel, send STOP to 3xxxx.</p>

c) Response Message for a Content-Based Subscription Service

Bahasa Melayu	English
<p>Msj percuma. Daftar diterima. Tiada yuran daftar. Harga: <RM0.50/gol> sehingga dihentikan. Utk hentikan,</p>	<p>Free msg. Successful registration. No subscriptn fee. Price: <RM0.50/goal>, until cancelled. To cancel, send STOP</p>

<p>htr BATAL ke <3xxxx>.</p> <p>Example : Msj percuma. Daftar diterima. Tiada yuran daftar. Harga: RM0.50/gol sehingga dihentikan. Utk hentikan, htr BATAL ke 3xxxx.</p>	<p>to <3xxxx>.</p> <p>Example Free msg. Successful registration. No registrant fee. Price: RM0.50/goal, until cancelled. To cancel, send STOP to 3xxxx.</p>
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- 3.8 The Time-Based Subscription period shall be either a one (1) week or a one (1) month period.
- 3.9 The Maximum Subscription Fee for a Time-Based Subscription which charges a recurring subscription fee shall either be :-
- a) Ringgit Malaysia Five Only (RM5.00) per week for a one (1) week subscription;
 - or
 - b) Ringgit Malaysia Ten Only (RM10.00) per month for a one (1) month subscription.
- 3.10 The Maximum Subscription Fee does not include the price charged for purchase of content.
- 3.11 Payment for the subscription fee shall be charged in one (1) payment - i.e. one (1) Mobile Terminating (“MT”) message.
- 3.12 The subscriber shall be allowed to terminate the subscription at any time before the end of the subscription period, without having to incur any other charge(s), save for the cost of receiving the successful termination message from the Content Provider as outlined in sub-section 5.4(b).
- 3.13 Renewal of a Time-Based Subscription shall be allowed only if :-
- a) A renewal of subscription reminder is sent to the mobile customer at the maximum forty-eight (48) hours and at the minimum, twenty-four (24) hours prior to the sending of the renewal of subscription confirmation MT message;
 - b) The renewal of subscription reminder message is sent between 08:00 hours and 19:00 hours;
 - c) Mobile customer did not respond to the renewal of subscription reminder by terminating the subscription;
 - d) The renewal of subscription reminder message(s) is sent at no cost to the mobile customer;
 - e) It is clearly stated in the renewal of subscription reminder message that the message is a free-of-charge message; and
 - f) The Content Providers shall as part of renewal of subscription reminder message inform the subscriber :
 - i) That the renewal of subscription reminder is sent to the subscriber at no cost to the subscriber;
 - ii) That the eventual renewal of subscription is either free of charge or that it attracts a subscription fee;
 - iii) The price of the content which will be charged to the subscriber when the content is sent to the subscriber;

- iv) The exact number of chargeable messages or content that will be sent to the subscriber over a specified period;
 - v) The date of the auto-renewal of the Time-Based Subscription; and
 - vi) The steps on how to cancel or terminate the Time-Based Subscription service.
- The requirements of this sub-section are further elaborated in sub-section 3.14 below.

3.14 Message for Renewal of Time-Based Subscription Reminders

Information contained within “<” and “>” may be varied in accordance to the requirements of the service being registered for by the mobile customer. All the other information not contained within “<” and “>” is mandatory information.

- a) Message for Renewal of Time-Based Subscription Reminders for a No Fee Subscription

Bahasa Melayu	English
Msj percuma. Notis pembaharuan. Tiada yuran daftar. Harga: <RM0.50/SMS>. <3 SMS/minggu>. Auto pembaharuan <dd/mm/yy> kecuali henti. Utk henti, htr BATAL ke <3xxxx>.	Free msg. Subscriptn Reminder. No subscriptn fee. Price: <RM0.50/SMS>. <3 SMS/week>. Auto renewal < dd/mm/yy > unless cancelled. To cancel, send STOP to <3xxxx>.
Example Msj percuma. Notis pembaharuan. Tiada yuran daftar. Harga: RM0.50/SMS. 3 SMS/minggu. Auto pembaharuan 22/08/06 kecuali henti. Utk henti, htr BATAL ke 3xxxx.	Example Free msg. Subscriptn Reminder. No subscriptn fee. Price: RM0.50/SMS. 3 SMS/week. Auto renewal 22/08/06 unless cancelled. To cancel, send STOP to 3xxxx.

- b) Message for Renewal of a Time-Based Subscription Reminder for a Subscription Attracting Subscription Fee

Bahasa Melayu	English
Msj percuma. Notis pembaharuan. Yuran: <RM5.00/minggu>. Harga: <RM0.50/kandungan>. Auto pembaharuan < dd/mm/yy > kecuali henti. Utk henti, htr BATAL ke <3xxxx>.	Free msg. Subscriptn Reminder. Fee: <RM5.00/week>. Price: <RM0.50/download>. Auto renewal < dd/mm/yy > unless cancelled. To cancel, send STOP to <3xxxx>.
Example : Msj percuma. Notis pembaharuan. Yuran: RM5.00/minggu. Harga: RM0.50/kandungan. Auto pembaharuan 22/08/06 kecuali henti. Utk henti, htr BATAL ke 3xxxx.	Example : Free msg. Subscriptn Reminder. Fee: RM5.00/week. Price: RM0.50/download. Auto renewal 22/08/06 unless cancelled. To cancel, send STOP to 3xxxx.

3.15 Renewal of Time-Based Subscription will not be allowed if the mobile customer responds to the renewal of the Time-Based Subscription reminder message by sending to the Content Provider the “STOP” or “BATAL” keyword. When a Content Provider

receives a “STOP” or “BATAL” keyword, then the Content Provider shall respond in accordance with the guidelines as set out under sub-section 5.1 below.

3.16 Message for Renewal of Time-Based Subscription Confirmation

a) Message for Renewal of Time-Based Subscription Confirmation for a No Fee Subscription:

Where the Time-Based Subscription service does not attract a subscription fee, then, the Content Provider may choose not to send a message informing the subscribers that the auto-renewal of subscription has been carried out.

However, where a Content Provider chooses to send such a message then the message shall comply with the formats outlined below.

Information contained within “<” and “>” may be varied in accordance to the requirements of the service being registered for by the mobile customer. All the other information not contained within “<” and “>” is mandatory information.

Bahasa Melayu	English
Msj percuma. Pembaharuan diterima. Tiada yuran daftar. Harga: <RM0.50/SMS>. <3 SMS/minggu>. Pembaharuan seterusnya < dd/mm/yy >. Utk hentikan, htr BATAL ke <3xxxx>.	Free msg. Subscriptn renewed. No subscriptn fee. Price: <RM0.50/SMS>. <3 SMS/week>. Next renewal < dd/mm/yy >. To cancel, send STOP to <3xxxx>.
Example Msj percuma. Pembaharuan diterima. Tiada yuran daftar. Harga: RM0.50/SMS. 3 SMS/minggu. Pembaharuan seterusnya 29/08/06. Utk hentikan, htr BATAL ke 3xxxx.	Example Free msg. Subscriptn renewed. No subscriptn fee. Price: RM0.50/SMS. 3SMS/week. Next renewal 29/08/06. To cancel, send STOP to 3xxxx.

b) Message for Renewal of a Time-Based Subscription Service Attracting Subscription Fee :-

Where the Time-Based Subscription service attracts a subscription fee, then, the Content Provider shall send a message informing the subscribers that the auto-renewal of subscription has been carried out. The message for renewal of Time-Based Subscription confirmation shall comply with the formats outlined below.

Information contained within “<” and “>” may be varied in accordance to the requirements of the service being registered for by the mobile customer. All the other information not contained within “<” and “>” is mandatory information.

Bahasa Melayu	English
Msj ini RM5.00. Pembaharuan diterima. Yuran: <RM5.00/minggu>. Harga: <RM0.50/kandungan>. Pembaharuan seterusnya <dd/mm/yy >. Utk hentikan, htr BATAL ke 3xxxx.	This msg <RM5.00>. Subscriptn renewed. Fee: <RM5.00/week>. Price: <RM0.50/download>. Next renewal <dd/mm/yy>. To cancel, send STOP to 3xxxx.

<p>Example</p> <p>Msj ini RM5.00. Pembaharuan diterima. Yuran: RM5.00/minggu. Harga: RM0.50/kandungan. Pembaharuan seterusnya 29/08/06. Utk hentikan, htr BATAL ke 3xxxx.</p>	<p>Example</p> <p>This msg RM5.00. Subscriptn renewed. Fee: RM5.00/week. Price: RM0.50/download. Next renewal 29/08/06. To cancel, send STOP to 3xxxx.</p>
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4 Price Information in Mobile Message

- 4.1 Content Providers shall include price information at the beginning of each mobile message, whether it is delivering a chargeable content to a mobile customer or when sending mobile message which is sent at no cost to the mobile customer.
- 4.2 Price information shall be denoted using the official abbreviation for the Malaysian currency that is “RM” for Ringgit Malaysia or “sen”, as applicable.
- 4.3 Content Providers shall use either “This msg free” or “Free msg” or “RM0.00” or “Msj ini percuma” or “Msj percuma” at the beginning of the mobile message to denote the fact that the message is a free-of-charge message. This applies also to marketing messages.
- 4.4 Where it is not possible to insert price information, such as where the content being sent is in binary format, then it is acceptable that the content be sent without price information.

5 Universal Keywords

5.1 “STOP” and “BATAL”

The Content Provider may choose EITHER to comply with guidelines as set out under sub-section 5.1.1 OR 5.1.2 where it relates to instructions to terminate subscription service(s).

EITHER :

5.1.1 “STOP”, “STOP ALL”, “BATAL” and “BATAL SEMUA” as Instructions to Terminate All Services Provided Under That Particular Short Code :

- a) Content Providers shall accept the keywords “STOP”, “STOP ALL”, “BATAL” and “BATAL SEMUA” as instructions to IMMEDIATELY cancel or terminate all subscription services that a mobile customer has subscribed to on the particular short code. This is regardless of the fact that one short code may be used to provide more than one type of service or that the short code is used to aggregate content for more than one company. For the avoidance of doubt, Content Providers’ systems shall accept keywords STOP”, “STOP ALL”, “BATAL” and “BATAL SEMUA” but a mobile customer is required only to send only one of the four keywords as an instruction to immediately cancel or terminate all subscription services.

“STOP”, “STOP ALL”, “BATAL” and “BATAL SEMUA” shall also mean that the mobile customer shall no longer receive any marketing message from that particular short code after the expiry of thirty (30) days from the day the termination request was received.

Once a “STOP” or “STOP ALL” or “BATAL” or “BATAL SEMUA” request is received by a Content Provider, the Content Provider shall immediately cancel or terminate all services provided through a short code which the keyword is sent to. For example :-

- A Content Provider provides football, horoscopes and ringtone services via one short code. When “STOP” or “STOP ALL” or “BATAL” or “BATAL SEMUA” is received, Content Provider shall immediately cancel or terminate the mobile customer’s subscription to all these three services and, if applicable, remove the mobile customer from the database meant for marketing messages ; or
 - For a Content Provider who aggregates content for more than one client but using only one short code, when “STOP” or “STOP ALL” or “BATAL” or “BATAL SEMUA” is received, the Content Provider shall nevertheless immediately cancel or terminate the mobile customer’s subscription(s) to services of all the clients aggregated under that one short code and, if applicable remove the mobile customer from the database(s) meant for marketing messages.
- b) However, if a mobile customer sends a specific keyword to cancel a specific subscription, then the Content Provider is free to immediately cancel or terminate the mobile customer’s subscription to that service only. For example :-
- if the mobile customer has subscriptions to horoscope, football results and 4D results on one short code and the mobile customer then specifically cancels only his subscription to 4D results by sending “STOP 4D”, then the Content Provider shall immediately cancel or terminate the mobile customer’s subscription to 4D results.

OR

5.1.2 “STOP” and “BATAL” to be Responded with a List of Keyword(s) Representing Instructions to Terminate the Service(s) Subscribed to by the Subscriber under that Particular Short Code

- a) In the event a Content Provider has more than one (1) service being provided on a particular short code, upon receipt of a “STOP ALL” and “BATAL SEMUA” instruction from a subscriber, the Content Provider shall IMMEDIATELY and without further ado, cancel or terminate all services subscribed to by the subscriber under that particular short code;
- b) On the other hand, if a “STOP” or “BATAL” keyword is received, the Content Provider shall respond to the keywords “STOP” and “BATAL” with text message(s) containing a list keyword(s) representing instructions to terminate the service(s) subscribed to by the subscriber under that particular short code including, the keyword(s) “STOP ALL” and/or “BATAL SEMUA” and “OUT” (Note : “OUT” being the keyword for request to stop future marketing messages as outlined in Clause 8.4);
- c) “STOP ALL” and/or “BATAL SEMUA” shall be positioned in the SMS text message as the first keyword(s) to appear after the words “Free msg” or “Msg percuma”. In the event more than one SMS text message is required in order to send all the keywords, then “STOP ALL” and/or “BATAL SEMUA” shall be the first keyword(s) to appear on the first SMS text message;
- d) The words “STOP” or “BATAL” shall appear before the word representing the service(s) subscribed to by the mobile customer in order that it is clear to the mobile customer that the words, read together, represents the

termination instruction(s) for a particular service. For example, if the mobile customer has subscriptions to horoscope and football results on one short code, then the response message to a request for “STOP” or “BATAL” shall be “Free msg. Key in STOP ALL to cancel all services or STOP HOROSCOPE to cancel daily horoscope or STOP FOOTBALL to cancel football results. Send to 3xxx.”;

- e) When a Content Provider receives “STOP” followed by name of service which subscription is to be terminated then, the Content Provider shall IMMEDIATELY, without further ado, terminate the corresponding subscription as specified by the mobile customer;
- f) The response message(s) for the list of keyword(s) representing instruction(s) to terminate services subscribed to by the mobile customer shall be sent at no cost to the subscriber;
- g) For the avoidance of doubt, Content Providers’ systems shall accept keywords “STOP ALL” and “BATAL SEMUA” but a mobile customer is required only to send either “STOP ALL” or “BATAL SEMUA” as an instruction to immediately cancel or terminate all subscription services; and
- h) “STOP ALL” and “BATAL SEMUA” shall also mean the mobile customer shall no longer receive any marketing message from that particular short code after the expiry of thirty (30) days from the day the termination request was received

5.2 Message for Termination of a Subscription Service

The message for termination of a subscription service shall comply with the formats outlined below. Information contained within “<” and “>” may be varied in accordance to the requirements of the service being registered for by the mobile customer. All the other information not contained within “<” and “>” is mandatory information.

Bahasa Melayu	English
<Msj ini percuma>. Langganan anda untuk <keputusan Liga Premier Inggeris> telah ditamatkan. Terimakasih kerana melangani perkhidmatan ini.	<Free msg>. Your subscription to <English Premier League results has> been terminated. Thank you for your patronage.
Example Msj ini percuma. Langganan anda untuk keputusan Liga Premier Inggeris telah ditamatkan. Terimakasih kerana melangani perkhidmatan ini. (131 characters)	Example Free msg. Your subscription to English Premier League results has been terminated. Thank you for your patronage. (111 characters)

5.3 “HELP” and “BANTUAN”

- a) Content Provider shall respond to the keywords “HELP” and “BANTUAN” by providing to the mobile customers :-
 - the termination keyword for termination of a subscription service;
 - the termination keyword for instruction to stop receiving marketing messages (if the Content Provider as part of its marketing activities do send out SMS text marketing message(s));

- the Content Provider’s company name; and
 - the Content Provider’s fixed line customer service telephone number.
- b) The Content Provide may also include other pertinent information such as keywords for subscription to its service, as part of the “HELP” and “BANTUAN” response message.

Bahasa Melayu	English
Msj percuma. Utk hentikan servis, htr BATAL ke 3xxxx. Utk hentikan promosi, htr KELUAR ke 3xxxx. Tel: 03-12345678 (9pg-5ptg, Isnin-Jumaat). Lorem Ipsum Sdn Bhd	Free msg. To cancel service, send STOP to 3xxxx. To stop promotions, send OUT to 3xxxx. Customer Service 03-12345678 (9am-5pm, Mon-Fri). Lorem Ipsum Sdn Bhd

5.4 Responses and Charges for Universal Keywords

- a) When a cancellation or termination of subscription request is received by a Content Provider, the Content Provider shall send a text message to the mobile customer, notifying him that the subscription has been terminated in accordance with subsection 5.1 above.
- b) Message(s) sent by Content Provider to mobile customers in response to universal keywords, including without limitation, cancellation of subscription using a specific keyword and keywords which are not recognised by the Content Provider’s system, shall be sent either at no cost to the mobile customer or the Content Provider may charge the mobile customer at the maximum thirty sen (RM0.30) per request successfully processed, as set out or required by respective mobile network operators.
- c) In the event the mobile customer or subscriber sends keyword(s) which is not recognised by the Content Provider’s system, the Content Provider shall respond to the mobile customer or subscriber providing the following information :-
 - The list of recognised keywords including keywords used to cancel or to terminate a subscription service;
 - The Content Provider’s customer service telephone number or email address; and
 - That the message has been sent to the mobile customer at either no cost to the mobile customer or the relevant charge.

6 Guidelines on Content Providers’ Promotions of its Products and/or Services

6.1 Subscription Services

- a) Content Providers shall explain clearly in its promotional materials the steps on how to register for a Subscription Service and/or to purchase the content/services.

6.2 Price Information in Promotional Materials

- a) Content Provider shall state clearly in all promotional materials the price or fees pf the product/service being promoted
- b) Content Provider shall not imply that one price applies to all content unless all content advertised is sold at the same price. This means that use of words indicating that the price advertised is the lowest price but that a range of other prices also applies, including but not limited to use of words such as “from”, “dari” and “hanya dari”, shall be deemed contrary to the provision of the Guideline.
- c) Content Provider shall not superimpose nor prominently display one price unless all content advertised is sold at the same price.

- d) Price charged for processing requests for Universal Keywords must be advertised.
- e) Price information shall be easily legible, prominent and presented in a way which does not require close examination by the potential customer.
- f) Where the promotion is transmitted via the television, the price information shall be made available in the same screen as the short code and shall be clearly displayed.
- g) Where the promotion is transmitted via the radio, the promotion should include a website which enables listeners to access pricing information. If there is no website with such terms and conditions then the announcement of such information must be made on air during the radio advertisements.
- h) In creating advertisements, the Content Provider shall be guided by:-
 - Whether the overall effect of the advertisement on a potential customer/subscriber is such that he is able to pick out the salient terms without having to subject the advertisement to close examination; and
 - Whether the information contained in the advertisement is sufficient for the potential customer and/or subscriber to make an informed decision.
- i) Price information shall be denoted using the official abbreviation for the Malaysian currency, that is, “RM” for Ringgit Malaysia or “sen”, as applicable.

6.3 Termination of Subscription

- a) Content Providers shall include as part of its promotional materials, save for radio advertisement, the various ways a mobile customer may cancel or terminate the subscription service.

6.4 General

- a) Information pertinent to the service and/or product, such as methods to register for the service, price of the product and any terms and conditions which are adverse to the mobile customers shall be advertised and this information shall be printed in a size large enough to be easily read.
- b) Content Providers who provide service(s) in which one request from the customer results in more than one chargeable message, shall clearly inform their potential customers in the promotional materials and if applicable, in the successful registration message :-
 - the frequency of the charges; and
 - the maximum charge which will be charged during a specified period.
- c) Content Providers shall advertise the universal keywords “STOP” or “BATALL” and “HELP” or “BANTUAN”, where it pertains to an advertisement in the print media.
- d) Language used, especially where it relates to the nature of service or price of content shall be clear, precise and easily understood.
- e) The Content Provider must ensure its full company name shall form part of the advertisement on television and print. For advertisements on television, brandnames may be used in lieu of company names only if such names are generally associated with the Content Provider or publicly recognised as a service provided by the Content Provider. The Content Providers may choose to use the words “powered by” or “service provided by” to appear before the company name. For radio advertising, details of the company will be listed on the website for the service which will be announced on air. If there is no website then the announcement of such information shall be made on air during the radio advertisements.
- f) Content Provider’s fixed line customer service telephone number, the hours that this telephone number is attended to and all other channels that mobile customers

are able to send in their complaints (see Clause 10.3), shall also form part of the advertisement, where it pertains to an advertisement in the print media.

- g) Content Provider shall include as part of their promotional material(s), the statement that mobile customers would incur mobile operator's network charges when using mobile content and services. The Content Provider may use the phrase "normal mobile operators' network charges apply".

7 Change of Short Code

7.1 The Content Provider shall notify mobile network operators at least ten (10) working days prior to the commencement of a service on a short code ("New Short Code"), which will be used to deliver service(s) to mobile customers which were not procured directly from the advertisement, promotion and/or use of the New Short Code.

7.2 Content Provider shall, prior to notifying the mobile network providers, undertake to ensure that it has within its plan to inform all the affected mobile customers, at no cost to the mobile customers, of the following :

- a) That from a pre-determined date, the service shall no longer to be provided on the Old Short Code;
- b) That the mobile customers shall re-register for the service should they wish to continue enjoying the service, using one of the four mandatory registration for Subscription Service keywords;
- c) That the mobile customers' subscriptions shall be automatically terminated in the event they do not send a registration request to the New Short Code.; and
- d) That in the event the mobile customer re-registers to be a subscriber, the service will continue to be provided by the same Content Provider which previously provided the service on a different short code (the "Old Short Code").

8 Mobile Marketing Messages

8.1 The marketing messages shall only be sent with the consent from the mobile customer. Consent can be either:

- a) Express consent; or
- b) Consent that can reasonably be inferred from the prior existing relationships of the individual or organization with the recipient.

8.2 For a mobile customer who purchased from a Content Provider as a one-time purchaser, the Content Provider may send marketing message(s) to this mobile customer only if the date of marketing message is thirty (30) days or fewer, from date of the last access by the mobile customer to the Content Provider's mobile content service.

8.3 Subject to sub-section 8.5 below, the Content Provider may send marketing message(s) to a mobile customer who is a subscriber to one (1) or more subscription service(s) provided by the Content Provider, so long as there is at least one (1) active subscription. The "STOP", "STOP ALL", "BATALL" and "BATALL SEMUA" keywords when received by a Content Provider as instruction to terminate a subscription service shall also stop future marketing messages(s) from being sent to the mobile customer after the end of a thirty (30) day period in the event that terminating that subscription service means that the mobile customer no longer has any active subscription with the Content Provider.

- 8.4 A Content Provider may, at the end of the thirty (30) day period provided in sub-sections 8.2 and 8.3 above, procure an express consent from the mobile customer, a consent which shall be sent through the CPA System, in order to extend the period for another thirty (30) days during which the Content Provider may continue to send to the mobile customer marketing message(s). No extension shall be allowed beyond this sixty (60) day period.
- 8.5 When a mobile customer sends an “OUT” or “KELUAR” to the CPA system, the Content Provider shall immediately cease sending out any further marketing message(s) to this subscriber even if the mobile customer has an active subscription.
- 8.6 All marketing messages sent to the mobile customers must be sent at no cost to the subscribers.
- 8.7 All marketing messages sent out shall be subject to Section 4.
- 8.8 If the marketing message is a message which solicits purchase, subscription or any other instances where the recipient of the message is encouraged to pay for the content/service, then the relevant price(s) shall be provided in the marketing message itself.
- 8.9 The Content Provider shall include the following as part of the marketing message:
- 8.9.1 Information on ways to opt out from receiving future marketing messages;
 - 8.9.2 the Content Provider’s company name; and
- 8.10 The Content Provider shall not use peer-to-peer SMS or International Gateway in sending marketing messages.
- 8.11 The Content Provider shall only broadcast the marketing messages between 8a.m. to 7 p.m.;
- 8.12 The Content Provider shall not send marketing messages which are:
- (i) indecent, obscene, imply violence, menacing, contain bad language and false as defined in the Content Code;
 - (ii) contain, suggestive content or content with sexual undertones such as “Dapatkan video terhangat pelajar universiti sekarang” is also prohibited; and
 - (iii) misleading and does not materially describe the content offered.
- 8.13 The content provider shall not broadcast any messages, promotion including marketing message or announcement on behalf of any organization, society, corporation or company to persons who have no prior relationship with the organization, society, corporation or company.
- 8.14 Notwithstanding para 8.1 and 8.13 above, the content provider may broadcast public service messages as instructed by the Commission from time to time.
- 8.15 Where the content provider has breached Para 8.1 to 8.15 above, the following actions shall be taken:

Number of offences	Where a content provider committed the offence, the mobile network operator shall immediately:	Where a 3 rd party content provider or sub content provider committed the offence, the content aggregator shall immediately:
1 st Offence	<ul style="list-style-type: none"> (a) suspend the affected keyword for 7 working days; (b) ensure that the content provider make a refund to all affected customers where applicable; and (c) provide a report on the non-compliance and action taken to the Commission within 7 working days. 	<ul style="list-style-type: none"> (a) suspend of the affected keywords for 7 working days; (b) make a refund to all affected customer; and (c) provide a report on the non-compliance and action taken against the 3rd party or sub-content provider including the details of the 3rd party or sub-content provider to the mobile network operator and the Commission with 7 working days.
2 nd Offence	<ul style="list-style-type: none"> (a) suspend the affected short code for 14 working days; (b) ensure that the content provider makes a refund to all affected customers where applicable; and (c) provide a report on the non-compliance and action taken to the Commission within 7 working days. 	<ul style="list-style-type: none"> (a) Suspend all the 3rd party keywords under the same short code for 14 working days; (b) make a refund to all affected customer; and (c) provide a report on the non-compliance and action taken against the 3rd party or sub-content provider including the details of the 3rd party or sub-content provider to the mobile network operator and the Commission within 7 working days.
Recurrence of Offence	<ul style="list-style-type: none"> (a) suspension of the affected short code for 30 working days or until the content provider satisfies the Commission that is has taken the necessary steps to ensure non-recurrence of the offence, whichever is later; (b) make a refund to all affected customer where applicable; 	<ul style="list-style-type: none"> (a) terminate the contract of the sub content provider; (b) make a refund to all affected customers; and (c) provide a report on the non-compliance and action taken against the 3rd party content or sub-content provider, including the details of the 3rd

	and (c) provide a report on the non-compliance and action taken to the Commission within 7 working days.	party or sub content provider to the mobile network operator and the Commission within 7 working days.
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8.16 The MCMC may evaluate the information pertaining to the offence and determine whether or not further action(s) need to be taken against the non-compliant Content Provider. The mobile network operator shall take action as instructed by MCMC.

9 Suspension and Re-activation Process

9.1 Subject to sub-section 9.3 below, when a Content Provider is found to have breached a provision of the Guideline the Content Provider shall be informed of the breach(es) and shall be given a twenty-four (24) hour period or if the end of the twenty-four period falls on a non-working day, then the matter shall be dealt with on the next working day. All processes following this notice of breach is provided in the flowchart in Appendix 1.

9.2 Re-activation of a connection will be carried out on a normal working day and during business hours. If the day of re-activation falls on a non-working day, then the short code affected will be reactivated on the next working day.

9.3 Notwithstanding sub-section 9.1 above, upon investigation, where a Content Provider has:

- a) breached the provisions of the Guideline on renewal of Time-Based Subscription or termination of a Subscription Service, then the mobile network operators shall suspend that particular short code assigned to the Content Provider until advised otherwise by the Malaysian Communication and Multimedia Commission (the "MCMC"); or
- b) illegally sent out charged message(s), then the mobile network operators shall suspend all the short codes assigned to the Content Provider until advised otherwise by the MCMC.

9.4 Once a short code has been suspended due to non-compliance(s) to the Guideline, Information pertaining to such non-compliance(s) shall be made available to the other two mobile network operator, who shall, relying upon the letter issued by the MCMC authorizing the mobile network operator to suspend a short code(s) upon receipt of notification from any one of the mobile network operators and without further investigation, initiate a suspension of the affected short code(s) within one (1) working day. The length of time the short code(s) will remain suspended shall be in accordance with sub-section 9.1 above.

9.5 Information pertaining to a breach of the Guideline shall also be made available to the MCMC. The MCMC shall review and evaluate the information provided to it by the telcos to determine whether or not further action(s) need to be taken against a non-compliant Content Provider.

9.6 A Working Committee Sub Group (“WCSG”) shall be established to review and resolve any disputes that may arise due to the enforcement of the provisions of this Guideline. The members of the WCSG shall comprise of :

a) One representative each from the following organizations :-

- The MCMC;
- The Communications and Multimedia Consumer Forum of Malaysia (CfM)
- Celcom (Malaysia) Berhad;
- DiGi Telecommunications Sdn Bhd; and
- Maxis Communications Berhad.

and

b) A total of three (3) representatives selected from amongst the Content Providers.

10 Customer Service

10.1 Content Provider shall a fixed line telephone number as its main customer service telephone number.

10.2 The main customer service telephone number(s) shall be operative, at the minimum for eight (8) consecutive hours, starting no earlier than 8.00am and ending no later than 7.00pm on normal working days, except gazetted public holidays for the state from which the customer service centre operates.

10.3 Additionally, the Content Provider may provide other means for their customers to reach them for example Interactive Voice Response (“IVR”) system, facsimile machine and email address. During the hours that the customer service telephone number(s) are not manned, the IVR system shall be made available in order that customers who call in will be able to leave a message for the Content Provider or customers may send their complaints through the facsimile machine.

10.4 Content Providers shall attend to complaints reported, whichever mode the complaints is received, without delay and to provide a satisfactory resolution to the complaints within reasonable timeframe depending on the level of complexity involved in resolving the complaint.

11 Miscellaneous

11.1 Registration or subscription to a service via a channel other than Premium SMS with the intention that once registered or subscribed the mobile customer shall be charged for the registration and/or periodic subscription fee via the Premium SMS channel, shall only be allowed if the registration and/or subscription processes comply with provisions in Clauses 3.2 to 3.4 (as applicable).

11.2 Registration by a mobile customer to a service which is provided free of charge during a trial period shall not be automatically converted into a paid subscription service. Specifically, the registration for the paid subscription service (upon expiry of the trial period) shall be subject to provisions in Sections 3.1 to 3.16 above.

11.3 A chat service and Contest Service may not be modeled as a Subscription Service. Further, one (1) request by the mobile customer for a chat service or a Content Service, shall result in only one (1) chargeable response.

- 11.4 Content Providers which provide Contest Service undertake to abide by any rules or regulations or guidelines as released or as may be released by the relevant authorities in Malaysia, including but not limited to the “Guidelines On Organising Of Contests For Commercial Promotion” issued by the Ministry Of Finance. Further, the Content Providers undertake to ensure that the contest itself is subject to an audit to be carried out by a chartered accountants’ firm to ensure :-
- a) that the contest is a genuine contest and is transparently carried out;
 - b) that there are actually winner(s) for each contest held;
 - c) that the prizes for each contest are actually distributed to the rightful winner(s); and
 - d) that such distribution of prizes are carried out within reasonable time.

12 Telco Specific Provisions

12.1 Error Codes

When a Content Provider receives from the CPA Platform, an error code for an MT message it sends to the CPA Platform, the Content Provider shall deal with the mobile number for which the error code relates to according to CPA’s Technical Interface Specification for Content Provider (“Specification”). Content Providers are also required to check that its system is compliant with the Specification from time to time and/or as and when CPA informs of variations to the Specification.