



---

## **Optus WAP Billing Policy for Off-Portal Services**

**Version 2**

**Updated 5<sup>th</sup> February 2010**

---

Copyright

© Copyright Optus Administration Pty Ltd 2008. All rights reserved.

Prepared by Scott Frewer, Optus Content & Portals

1 Lyonpark Road

MACQUARIE PARK NSW 2113

### Trademarks and service marks

'yes' and Optus are trademarks of SingTel Optus Pty Ltd

Other company, product and service names may be trademarks or service marks of others.

### Disclaimer

This user guide has been compiled with due care by SingTel Optus, and is subject to change without notice. SingTel Optus has used its best endeavours to ensure that the material contained in this guide is correct and current at the time of publication but takes no responsibility for any error, omission or defect therein.

The statements, configurations, technical data and recommendations in this document are believed to be accurate and reliable, but are presented without express or implied warranty. Users must take full responsibility for their applications of any products specified in this document.

### Version

Version	Date	Details
1	March 2009	Optus WAP Billing Policy for Off-Portal Services
2	February 2010	Inclusions of: <ul style="list-style-type: none"><li>• MPS Code section</li><li>• Atomic Bill description inclusion</li><li>• \$30/30 day reference refinements</li><li>• Unsubscribe via SMS amendments</li><li>• General Rules amendments</li></ul>

## TABLE OF CONTENTS

<b>1 Overview .....</b>	<b>4</b>
<b>2 General Rules .....</b>	<b>4</b>
2.1 Atomic Requirements .....	4
2.2 Other Requirements .....	5
<b>3 The Mobile Premium Services Code 2009 and WAP Billed Services .....</b>	<b>8</b>
<b>4 One-Off Purchases .....</b>	<b>9</b>
4.1 One-Off Purchase Processing Rules .....	9
4.2 One Off Payment Confirmation Screens .....	10
<b>5 Pay-Per-View Purchases.....</b>	<b>12</b>
5.1 PPV Purchase Processing Rules .....	12
5.2 Subsequent PPV pages.....	13
5.3 PPV Payment Failure Screens.....	13
5.4 PPV \$30 spend notifications .....	13
<b>6 Subscription Sign Up and Unsubscribe Confirmation .....</b>	<b>14</b>
6.1 Subscription Sign Up Processing Rules (no free period/content).....	14
6.2 Subscription Sign Up Processing Rules (includes a free period/free content) .....	14
6.3 Subscription Confirmation Screens .....	14
6.4 Unsubscribe Confirmation screens .....	14
6.5 Unsubscribe Confirmation via SMS .....	14
<b>7 Ongoing Subscription Processing Rules .....</b>	<b>14</b>
7.1 Subscription Charge Confirmation SMS .....	14
7.2 Ongoing Subscription Charging – Failure/Retry .....	14
7.3 Ongoing Subscription Charging – Complete Failure.....	14
7.4 Additional content purchases within/outside subscription.....	14
7.5 \$30/30 day Spend notifications - Subscriptions.....	14

# 1 Overview

This document provides a means of communicating to new and existing Premium Partners, product policies for WAP Billed content services. It is Optus's intention to update this "living" document from time to time where required in order to ensure that it remains consistent with the regulatory requirements, marketplace changes and any updates or changes to Optus policy.

This document reflects Optus operational policy requirements as well as the current requirements (as Optus understands them) from the Mobile Premium Services Code 2009 but does not in any way modify the obligations of the Premium Managed Partners under existing agreements. In the event of any inconsistency, the SMS Gateway Agreement, Premium Service Policy Manual, relevant Service Description and Standard Forms of Agreement Documentation will prevail.

References to Optus customers or end users include both Optus retail customers and customers of participating Optus Service Providers.

The WAP billing process defines how CP clients, the aggregators and the carriers perform:

- General Rules
- One Off-Purchases
- Pay-per-view Purchases
- Subscription Sign Up and Unsubscribe Confirmation
- Ongoing Subscription Processing
- Retry Policy

It is important to note that the Mobile Premium Services Industry Code also affects services running via WAP (carrier) Billing. Section 3 outlines how the 2009 Code relates to WAP billed services.

WAP billing supports the purchase of digital goods or services initiated during mobile internet sessions on the mobile phone to which the charge will be applied.

The following sections detail the rules that must be followed by aggregators, both in general and when each of the aforementioned services is provided.

This document does not advise our preferences. It details the requirements Optus has for using the Atomic billing platform. Services found to not be following these requirements will have their whole Atomic connection reviewed for termination.

## 2 General Rules

This section of the document details the rules that Aggregators must adhere to whilst operating a service within the WAP billing process.

These rules cover only mobile WAP purchases. Fixed-line Internet purchases are excluded.

### General Overview

The Atomic-connected partner (Aggregator) will be the only entity allowed to apply charges to an Optus end-user's account. All wap pages presented to an end-user which initiate the charges (eg the payment pages) must be hosted by the Aggregator only. The Aggregator will not provide a means to their clients to directly bill end-users.

All purchase links on a client's (CPs) site will direct the end-user to the payment pages hosted only by the Aggregator.

### 2.1 Atomic Requirements

All CPs must adhere to these requirements regarding use of the Optus WAP Billing platform, Atomic.

When sending a SMS in conjunction with an Atomic charge, the Aggregator must only use the Atomic sendSMS API call which combines the two functions (SMS and charge). The Aggregator must not send two separate API calls (sendSMS and authorizePurchase).

All CPs integrated into Atomic will be provided with a set of Atomic product codes. These product codes must be used in the manner in which the CP is advised at the time of being supplied with them.

### 2.1.2 Atomic Shortcodes

All shortcodes sending SMS messages via Atomic can only be on the Horizon AIM for it to perform correctly. It cannot be on an SMPP AIM.

### 2.1.3 Atomic Notification Messages

All notification SMS messages must be sent out using Atomic. These notification messages must not be sent out from outside the Atomic application. The sendSMS API call must be used with the appropriate chargeable product code or the free product code – as applicable.

Notification SMS messages include:

1. Spend notifications via SMS
2. Subscription Charge Confirmation SMS
3. Ongoing Subscription Charging – Failure
4. Confirmation unsubscribe notifications

### 2.1.4 Atomic Marketing Messages

At no time should SMS marketing messages be sent via the Atomic platform.

### 2.1.5 Atomic Chat services

If an SMS Chat service is being billed via Atomic, only the notification SMS messages can be sent via Atomic. At no time should the SMS Chat messages themselves be sent using the Atomic platform.

The exception to this rule is Adult Chat via 195/196 shortcodes which must all go through Atomic and the RAS verification process.

## 2.2 Other Requirements

### 2.2.1 Customer Consent

All requirements as set out in the Mobile Premium Services Code regarding customer consent apply.

### 2.2.2 Payments, frequency and page hosting

It must be noted that in the below, purchase-related pages advise they must be hosted by the Aggregator.

This measure ensures consistency in customer experience and is a more efficient way of performing the WAP Billing process.

All payment screens presented before, during, and after the processing of a payment, must be served to the consumer directly by the aggregator and not by the CP client with exceptions as advised.

The 'buy' or 'Subscribe Now' links must be adjacent to the marketing opt in (see 3.1.4)

The links that initiate the Atomic charge on the confirm payment pages (eg the 'buy' or 'Subscribe' links) must not appear above the charge information. **Therefore there cannot be a 'Buy Now' or 'Subscribe Now' link at the very top of the purchase page as this means the pricing information will be below the confirm link..**

The charge information is defined only as cost/frequency information.

The exception to this requirement is on Pay per View scenario (section 4), where the 'next page' purchase button must be at the bottom of the page due to the opt in tickbox. In other scenarios, the tickbox is on the purchase confirmation screen. In the Pay per View scenario, there is no purchase confirmation screen. Therefore, the tickbox needs to be on the first screen and must be adjacent to the purchase button.

The service charge(s) advised to the customer by the client in the client-hosted pages must be in the same format/amounts as the charges applied to the customer's account by the aggregator.

Eg the client cannot advise a service costs \$7 per week if the charges are sent through by the aggregator at \$1 every day. In this instance the client must advise the customer of the charges of \$1 per day. The rationale is that if the customer expects to see a \$7 charge but sees daily charges it would conceivably generate unnecessary complaints.

Part payments will not be accepted. Eg. A service charging a user \$6 must be sent through as a single \$6 transaction and must not be broken up into multiple amounts. This is especially relevant in the event of failed charging.

### 2.2.3 Shortcodes

Shortcodes are required for all subscription services due to the Subscription Charge Confirmation SMS (section 7.1) and the \$30 SMS notifications. One-off and PPV service shortcodes are not required however Aggregators may use shortcodes if preferred over WAP page spend notifications.

If marketing is part of any service (incl one off or ppv) then a shortcode must be in place to be able to allow delivery and opt in/out to the marketing.

Multiple services running on the same shortcode is not allowed. That is, one shortcode per service.

#### **2.2.4 Atomic Bill Descriptions**

All bill descriptions must include the name of the service (site name) to make it clear to the customer what service they purchased. There will be a requirement at a later date to also use an online tool where promotion information is entered and a customer care number supplied.

#### **2.2.5 \$30/30 day spend notifications**

\$30/30 day spend notifications are required when using WAP Billing.

The requirements in the One-Off section below advise that the \$30 spend requirements must be displayed on the WAP screen that is hosted by the aggregator. Some aggregators may not be able to determine the the \$ amount the user has spent at the time of the purchase, therefore will be unable to show it on screen. If this is the case, the customer must be sent a free SMS message advising the name of the service and the incremental \$30 amount spent instead.

Each section of this document provides service-specific information on spend notifications.

#### **2.2.6 Unsubscribing from Subscriptions/Marketing**

Unsubscribe functionality must be made available by both WAP and SMS

#### **2.2.7 Message Requirements for Subscription content**

The SMS messages used to deliver the content must include (prior to the link):

- Name of the service; or
- Helpline number.

The name of the service provided in the Subscription Charge Confirmation SMS (see 6.1), Spend Notification messages (6.4) and Unsubscribe Confirmation SMS (5.5) must be the same as that advised to the customer upon signup (5.3.1) for each service.

#### **2.2.8 Marketing and Opt In/Out**

Marketing messages:

- must be prefaced with 'FreeMsg'.
- cannot imply they are a 'personal' message.
- must identify the organisation who authorised the sending of the message
- include details of the STOP message including the '19' shortcode to which it must be sent (if different to the one used to send the message).

Making a subscription or a one-off purchase is providing express consent for marketing messages, as long as this is communicated *at the time of purchase* – that is, text explaining this must be directly next to the 'Purchase' link on the Subscription Sign Up screen. Example is:

*“By purchasing you agree to receive free promotional SMS messages from <merchant> or their associated companies. You may opt-out on the next page if you do not wish to receive these messages.”*

The 'next page' referred to is the confirmation of purchase/subscription screen.

As long as the above is executed, the tickboxes on the purchase confirmation pages can be pre-ticked, however if the customer unticks the box, then express consent is denied (regardless of the purchase) and no marketing messages may be sent.

If the marketing opt in text is below the fold on the Subscription Sign Up screen, then the tickbox on the Purchase confirmation page must NOT be pre-ticked.

Note that for Pay-Per-View services, there is no 'next' page so the opt in/out tickbox must be presented on the initial purchase page.

On the Unsubscribe Confirmation screens, unless the Aggregator has auditable evidence from the client that the customer has previously provided express consent, the marketing opt in/out tickbox must not be pre-ticked.

ACMA requirements are that marketing tickboxes cannot be pre-ticked to *obtain express consent*. However the customer's act of purchasing, or agreeing to purchase content, means that the customer has already provided their consent to marketing. Therefore the tickbox can be pre-ticked but must be allowed to be unticked by the customer.

If a user unsubscribes via SMS STOP, the customer must be provided with an Opt In option in the confirmation unsubscribe MT which must be responded to for that customer to be marketed to post-subscription.

WAP Push must not be used for any marketing messages.

Where there is no marketing involved in purchasing/subscribing to a service, the requirements for marketing tickboxes can be ignored. In this instance, where available, an automatic redirection to the content can be performed rather than requiring the user to click to proceed on the purchase/subscription confirmed pages.

### **2.2.9 File Size**

For videos and game content (where some considerable file sizes can be reached) we require the file sizes to be shown in kb. Preferably this would be shown both on the client site (next to the asset itself) and also by the aggregator on the purchase page. However if it is not technically possible for the aggregator to show this information on the purchase page, the aggregator must ensure that the client's site does have this information available to the user prior to purchase. It is a requirement that at a minimum, the file size is shown on the clients' site and it be clearly visible when the user is viewing the asset for purchase.

### **2.2.10 Screen Style Rules**

Where handset capabilities allow, all mobile screens presented to the consumer should default to use the Arial 6pt font. Where the handset does not support this exact font the nearest alternative must be used.

### **2.2.11 Device detection**

The customer device's user agent must always be used to ascertain the capabilities of the consumer's mobile device. Aggregators, in cooperation with their CP client, must utilise the user agent to ensure that mobile goods and services not compatible with the consumer's mobile device are not offered to those consumers for purchase. This approach is intended to assist in avoiding subsequent customer care issues.

### **2.2.12 Retry Policy**

Failed payment transactions must only be retried in line with carrier requirements.

### 3 The Mobile Premium Services Code 2009 and WAP Billed Services

The MPS Code covers, in one way or another, all Content Services provided via PSMS or WAP Billing (proprietary network billing – in Optus’s case - Atomic).

The MPS Code is split into the main sections of:

- **ADVERTISING**
- **PROVIDING INFORMATION**
- **SUPPLYING A MOBILE PREMIUM SERVICE**
- **COMPLAINT HANDLING**
- **UNSUBSCRIBE AND OPT-OUT MECHANISMS**

Most of these sections are each then further split into:

- **All Mobile Premium Services**
  - This section covers all content service, regardless of how it is billed (PSMS or Atomic)
- **Premium SMS or MMS Services**
  - This section covers all services, billed via PSMS or Atomic, where a ‘19’ shortcode is used as a delivery mechanism (regardless of what the message contains). For Atomic services this is where the sendSMS API is used. All services as defined above (using ‘19’ shortcodes) must comply with the requirements set out in this document and in the abovementioned section of the Code.
- **Proprietary Network Services**
  - This section covers all services running on a proprietary network service – in this case, Atomic.

WAP billed services have not been fully considered in the Code at this time, although there are some areas outside the ‘Proprietary Network Services’ section that we believe do apply. However this document provides what Optus requires for Atomic-billed services.



## 4 One-Off Purchases

One-Off Payments are when goods or services are purchased where no recurring charge needs to be applied and the payment is a single, complete payment for the service which will be applied to the prepaid balance or on the customer's account.

### 4.1 One-Off Purchase Processing Rules

All payment screens presented before, during and after the processing of a payment must be served, to the consumer directly by the aggregator and not by the CP client.

The payment screen contents must include the below information:

- Name of the service / product with a preview if applicable
- The \$ charge (inclusive of GST).
- That purchasing opts the user into marketing unless opted out on the next page. This information must always be adjacent to and on the same screen as the 'Buy' link.
- That standard GPRS charges will apply.
- 'Buy' button – which must not appear above the charge information.
- 'Cancel' or 'Back' button
- Terms and Conditions link

The payment screen contents should, where appropriate, include the below information:

- File Size in kb/MB (where applicable) for video or game files.

The layout of the payment screen must be:

<p>&lt;Banner&gt;</p> <p>&lt;Content/service name&gt; (should include a preview if a pic/wallpaper). Price incl GST = &lt;\$price&gt; File Size = &lt;kb&gt; (if available)</p> <p>If you proceed, &lt;price&gt; will be deducted from your prepaid balance or charged to your account. Standard GPRS download charges apply. &lt;BUY NOW&gt; By purchasing you agree to receive free promotional SMS messages from [client/CP/sitename] or their associated companies. You may opt-out on the next page if you do not wish to receive these messages. &lt;CANCEL/BACK&gt;</p> <p><a href="#">Terms and Conditions</a></p>
--

4.1.1 <Content/service name> – the name of the site/service. Clear and accurate information is required that allows the consumer to associate the payment with what is being paid for.

4.1.2 <\$price> - The price (including GST if applicable) must be in Australian dollars and use the \$ symbol. The price must be clear and not misleading. This will mean giving the full price of the service. Pricing information must be prominently displayed and easy to understand. Part payments are not acceptable (see section 3)

4.1.3 File Size <kb> – some aggregators may not have visibility of the kb size of a file hosted by their client. If this is the case, the aggregator must enforce with the client that the client's screens must show the kb size of the file in the screen prior to the aggregator-hosted payment screen. (See section 3)

4.1.4 Marketing Opt In – the text must be as per Section 2.2.8 of this document. It is a requirement that the user be advised that continuing the purchase will opt the customer in to marketing messages within 2 line breaks of the purchase link. If this marketing opt in text is not above the fold, the 'next page' with the checkbox must NOT be prechecked).

The marketing opt in text cannot just be in the terms and conditions.

This is only required if the service includes marketing, prompt or inducement messages as a component of the service.

4.1.5 Terms and Conditions - must be presented as a hyperlink which links to view a summary of the CP client trading or operating name, the registered address and the payment service Terms and Conditions. A helpline phone number

must be included, and optional email address and/or a web URL. This page must include a Back link to allow the customer to return to the payment screen.

4.1.6 <Buy Now> – the link which the customer uses to confirm the purchase. This link must be adjacent (and on the same screen) as the marketing opt in (see 4.1.4).

4.1.7 Navigation – The payment screen must allow the user to select:

- 'Buy Now' to confirm the payment;
- 'Cancel' or 'Back' to be able to navigate back to the CP client site;
- 'Terms and Conditions' to navigate to view Ts and Cs for the service. This Ts and Cs page to allow the customer to return to the previous page.

## 4.2 One Off Payment Confirmation Screens

Once the consumer has confirmed their payment, they must be presented with information within the WAP session that clearly communicates whether the payment was successful or whether it failed.

Where the payment transaction was successful, the payment success screen may be hosted by the client OR the aggregator. The reason being is to reduce additional clicks (as the download link on the aggregator-hosted page would take the user to a client-hosted page with another download link).

There are two possible scenarios for the presentation of the payment success screen:

### 4.2.1 One Off Payment Confirmation – Successful

Where the payment is successful, the following payment confirmation screen information must include the below:

- That the purchase for the <content/service name> for <\$price> was successful.
- *Optional* – provide the Atomic transaction ID.
- Customer consent <TICKBOX> allowing opt out from marketing messages
- \$30 notification message (if applicable)
- That the content can be downloaded by clicking on the <link>
- Terms and Conditions link

The layout of the payment confirmation screen must be:

<Banner>

Thanks, your purchase for <content/service name> for <\$price> was successful.  
Your receipt number is <Atomic Transaction ID>.

<TICKBOX> Yes, I want free updates on new products, services and special offers sent to my mobile by  
<content/service name>.

<\$30 spend notification> (if applicable)

Get your content by clicking the below link  
<DOWNLOAD CONTENT LINK>

[Terms and Conditions](#)

4.2.2 <Content/service name> - as above (4.1.1)

4.2.3 <\$price> - as above (4.1.2)

4.2.4 <TICKBOX> for marketing opt in/out - this marketing opt-in/out tickbox provides the user with a mechanism to opt out of marketing messages which they have just given consent to (by purchasing on the previous page). This opt-in/out tickbox can be pre-ticked.

If the tickbox is unticked when the customer clicks on the <DOWNLOAD CONTENT LINK>, then the customer has withdrawn their consent to be sent marketing messages. Their MSISDN must be purged from the marketing database. This is only required if the service includes marketing, prompt or inducement messages as a component of the service. This consent is required over and above any agreement to the the T's & C's requirements for use of the service.

4.2.5 <\$30 spend notification> - If the user has reached or passed \$30 spend on a particular storefront, the customer must be advised. The information provided on this page must advise that the customer has reached or passed \$30 spend

on one-off/PPV purchases in this calendar month on this storefront. If the customer hits \$60, the customer must specifically be advised that '\$60' has been reached and so on.  
Please note that as there is no shortcode linked to the one-off purchase, the storefront's name must be used to identify where the \$30 spend has been incurred.  
This spend requirements is *per storefront/site, per calendar month*, per MSISDN.  
There may be times when an aggregator is unable to determine the \$ spend at the time of purchase. If that is the case, see section 2.2.5 above for more information.

4.2.6 <DOWNLOAD CONTENT LINK> - clicking will download the content to the handset. This link also has requirements as per 3.2.4 above. Can be an automatic download if no marketing is connected to the service (see section 2.2.8).

4.2.7 Terms and Conditions - as above (4.1.5)

#### **4.2.7 One Off Payment Confirmation – Failure**

Where the payment failed, the payment failure screen must be hosted by the Aggregator and must include the below information:

- That the purchase was unsuccessful/failed.
- The reason for the failure.
- That the customer has not been charged.
- A link to go back to the main site.
- Terms and Conditions link

The customer must not have been added to any marketing database if the payment failed.

The layout of the payment failure screen must be:

<Banner>

Sorry, the purchase transaction has failed due to an error.

<Failure Reason>

You have not been charged for this transaction.

<BACK TO SITE LINK>

[Terms and Conditions](#)

4.2.9 <Failure Reason> - Dependant on technical capabilities, a reason for the failure should be provided in user-friendly terms. Some examples might be:

- You do not have sufficient prepaid balance. Please recharge and try again.
- There was a network issue at the time of the transaction. Please try again.

4.2.10 <BACK TO SITE LINK> - This should either go to the site's main homepage or (for a better customer experience back to the section of the site most recently viewed.

4.2.11 Terms and Conditions - as above (4.1.5)

## 5 Pay-Per-View Purchases

Pay-Per-View (PPV) purchases occur when a customer is charged for each subsequent WAP page of content viewed. There can be multiple pages viewed in the one WAP session (one after the other) which are charged individually.

### 5.1 PPV Purchase Processing Rules

The initial payment screen presented before any PPV pages are viewed must be served, on behalf of the CP client, to the consumer directly by the aggregator and not by the CP client.

All payment links on each of the PPV pages must be served to the consumer directly by the aggregator and not by the CP client.

The initial payment screen must be shown as a stand-alone link prior to any paid PPV pages are viewed.

The contents of this initial payment screen must include the below information.

- Name of the service/product
- The \$ charge (inclusive of GST) that will be applied for every page viewed.
- That purchasing opts the user into marketing unless opted out on the next page. This information must always be adjacent to and on the same screen as the 'Buy'/'Next' link.
- That standard GPRS charges will apply.
- 'Next Page – charged at <\$price>' button
- 'Cancel' or 'Back' button
- Terms and Conditions link

The layout of the PPV payment screen must be:

<p>&lt;Banner&gt;</p> <p>&lt;Content/service name&gt; (can include a preview) Price incl GST = &lt;\$price&gt; per page view</p> <p>If you proceed, &lt;\$price&gt; will be charged to your account. Standard GPRS download charges apply. By purchasing you agree to receive free promotional SMS messages from [client/CP/sitename] or their associated companies unless you opt out below.</p> <p>&lt;TICKBOX&gt; Yes, I want free updates on new products, services and special offers sent to my mobile by &lt;content/service name&gt;.</p> <p>&lt;NEXT PAGE – CHARGED AT &lt;\$PRICE&gt;&gt; &lt;CANCEL/BACK&gt;</p> <p><a href="#">Terms and Conditions</a></p>
---

5.1.1 <Content/service name> - as above (4.1.1)

5.1.2 <\$price> - as above (4.1.2)

5.1.3 <TICKBOX> - PPV marketing opt in is different to subs and one offs. The opt in/out tickbox must be presented on the purchase page. This tickbox can be pre-ticked, but if the user unticks before they progress the purchase by clicking the relevant 'next' link, the customer is not providing express consent and must not be sent marketing messages. (See section 2.2.8)

5.1.4 Terms and Conditions - as above (4.1.5)

5.1.5 <NEXT PAGE – CHARGED AT <\$PRICE>> - the link, which must be presented exactly as shown here, the customer uses to confirm the purchase must only be shown below the charge/marketing opt in information.

5.1.6 Navigation – The PPV payment screen must allow the user to select:

- 'Next Page – Charged at <\$price>' to confirm the individual payment. This link must appear as above and;
- 'Cancel' or 'Back' to be able to navigate back to the CP client site.
- 'Terms and Conditions' to navigate to view Ts and Cs for the service. This Ts and Cs page to allow the customer to return to the previous page.

## 5.2 Subsequent PPV pages

All PPV pages viewed after the initial purchase page above must include the PPV payment link (or icon) served by the aggregator which when clicked will charge the user to view each individual subsequent page(s).

Payment link/icon MUST include:

- 'Next' or 'next page'; and
- <price>

Eg 'Next Page – Charged at <\$price>'

If a PPV user closes their PPV session and then subsequently starts a new PPV session at any time, the PPV purchase authorization process must begin again from the initial PPV purchase screen (at 5.1).

## 5.3 PPV Payment Failure Screens

If at any time a payment transaction is not successful, the payment failure screen must be hosted by the Aggregator and must include the below information:

- That the purchase was unsuccessful/failed.
- The reason for the failure.
- That the customer has not been charged for the PPV page requested.
- A link to go back to the main site.
- Terms and Conditions link

The layout of the PPV payment failure screen must be:

<Banner>

Sorry, the purchase transaction has failed due to an error.

<Failure Reason>

You have not been charged for this individual page view transaction.

<BACK TO SITE LINK>

[Terms and Conditions](#)

5.3.1 <Failure Reason> - as above (4.2.9)

5.3.2 <BACK TO SITE LINK> - as above (4.2.10)

5.3.3 Terms and Conditions - as above (4.1.5)

## 5.4 PPV \$30 spend notifications

Unlike 4.2.5 (referring to one off purchases), if a customer reaches or exceeds the \$30 increment on PPV purchases, there is no 'payment confirmation' screen.

Therefore the \$30 incremental spend notification for PPV purchases must be shown as a page that appears for a minimum of 5 seconds after the successful purchase transaction goes through. This page will be hosted by the Aggregator and will be between the click to purchase and the next PPV content page.

There may be times when an aggregator is unable to determine the \$ spend at the time of purchase. If that is the case, see section 2.2.5 above for more information.

## 6 Subscription Sign Up and Unsubscribe Confirmation

A subscription is a Mobile Premium Service that delivers content and allows charges to be applied to a mobile phone account or deducted from a prepaid balance on an ongoing or periodic basis.

An Atomic shortcode is required for subscription services which will be used for Unsubscribe Confirmations (Sections 6.4 and 6.5) and Subscription Charge Confirmations (Section 7.1).

### 6.1 Subscription Sign Up Processing Rules (no free period/content)

All subscription setup / payment screens presented before, during and after the processing of a subscription set up must be served to the consumer directly by the aggregator and not by the CP client.

The subscription signup screen (no free period/content) must include the below information.

- Name of the service/product, specifically stating that it is a subscription service;
- Charge information in \$ consisting of the cost per <frequency> as appropriate;
- That the charges will be applied to the prepaid balance or Optus phone bill until unsubscribed.
- That standard GPRS charges will apply.
- That purchasing opts the user into marketing unless opted out on next page.
- A 'Subscribe Now' link – which must not appear above the charge information.
- 'Cancel' or 'Back' button
- Terms and conditions link

The layout of the subscription signup screen must be:

<Banner>

<Subscription content/service name>  
Price incl GST = <\$price> per <frequency>

If you click 'Subscribe Now', <\$price> will be deducted from your prepaid balance or charged to your account every <frequency> until you unsubscribe. Standard GPRS download charges apply.  
<SUBSCRIBE NOW>

By purchasing you agree to receive free promotional SMS messages from [client/CP/sitename] or their associated companies. You may opt-out on the next page if you do not wish to receive these messages.

<CANCEL/BACK>

[Terms and Conditions](#)

6.1.1 <Subscription content/service name> - as above (4.1.1)

6.1.2 <\$price>- as above (4.1.2)

6.1.3 <frequency> - The frequency advised here must be the frequency at which the customer is actually charged. Eg if it states \$8.50 every 7 days, this must be the frequency at which the charges are applied. Part payments are not acceptable (see section 2.2.2 above).

6.1.4 Marketing Opt In – as above (4.1.4)

6.1.5 <SUBSCRIBE NOW> - the link which the customer uses to confirm the subscription. This link must be shown below the charge/marketing opt in information, not above it.

6.1.6 Terms and Conditions - as above (4.1.5)

6.1.7 Navigation – The payment screen must allow the user to select:

- <SUBSCRIBE NOW> - to confirm the subscription;
- 'Cancel' or 'Back' to be able to navigate back to the CP client site;
- 'Terms and Conditions' to navigate to view Ts and Cs for the service. This Ts and Cs page to allow the customer to return to the previous page.

## 6.2 Subscription Sign Up Processing Rules (includes a free period/free content)

All subscription setup/payment screens presented before, during and after the processing of a subscription set up must be served to the consumer directly by the aggregator and not by the CP client.

The subscription signup screen must include the below information.

- Name of the service/product, specifically stating that it is a subscription service;
- Charge information in \$ consisting of the cost per <frequency> as appropriate;
- Clear information as to the free content or free period
- That standard GPRS charges will apply.
- That purchasing opts the user into marketing unless opted out on next page.
- A 'Subscribe Now' link – which must not appear above the charge information.
- 'Cancel' or 'Back' button
- Terms and conditions link

The layout of the subscription signup screen (with free period) is:

<Banner>

<Subscription content/service name>  
Price incl GST = <\$price> per <frequency>

If you click 'Subscribe Now', you will receive the service free for/until <free period/date> after which you will be charged <\$price> every <frequency> until you unsubscribe. These charges will be applied to your Optus bill or prepaid balance. Standard GPRS download charges apply.

<SUBSCRIBE NOW>

By purchasing you agree to receive free promotional SMS messages from [client/CP/sitename] or their associated companies. You may opt-out on the next page if you do not wish to receive these messages.

<CANCEL/BACK>

[Terms and Conditions](#)

The layout of the subscription signup screen (with free content) is:

<Banner>

<Subscription content/service name>  
Price incl GST = <\$price> per <frequency>

If you click 'Subscribe Now', you will be subscribed to the service for <\$price> per <frequency> which includes <number> piece(s) of free content per <frequency2>

These charges will be applied to your Optus bill or prepaid balance. Standard GPRS download charges apply.

<SUBSCRIBE NOW>

By purchasing you agree to receive free promotional SMS messages from [client/CP/sitename] or their associated companies. You may opt-out on the next page if you do not wish to receive these messages.

<CANCEL/BACK>

[Terms and Conditions](#)

6.2.1 <Subscription content/service name> - as above (4.1.1)

6.2.2 <\$price> - as above (4.1.2)

6.2.3 <frequency> - as above (6.1.3)

6.2.4 <free period/date> - number of days or date to which the free period extends after the subscription signup date.

6.2.5 <number> - number of free pieces of content the user will be sent as part of signing up to the subscription.

6.2.6 <frequency2> - the number of days/weeks between each free content message being received but it is optional dependant on whether there is more than one piece of free content and whether this is a periodic free offer eg 1 free wallpaper included every week.

6.2.7 Marketing Opt In – as above (4.1.4)

6.2.8 Terms and Conditions - as above (4.1.5)

6.2.9 Information on free content/period – this information must advise the customer in clear terms what they are receiving for free and for what period. It must be clear that the free content is only free on the proviso that the customer subscribes to the service and that data charges may continue to apply for the download of this content.

**Important Note: for any content purchases incurring charges *in addition to the subscription charge*, please see section 7.4 below (*Additional content purchases within or outside subscription*)**

### 6.3 Subscription Confirmation Screens

Once the consumer has confirmed their subscription by clicking the ‘Subscribe Now’ link in the subscription signup screen, they must be presented with information that clearly communicates whether this transaction was successful or whether it failed.

#### 6.3.1 Subscription Confirmation – Success

Where the subscription is successful, the payment success screen must be hosted by the Aggregator and must include the below:

- That the signup for the <content/service name> subscription was successful.
- That the customer will be charged every <frequency> for the service.
- Optional – provide the Atomic transaction ID.
- Customer consent <TICKBOX> allowing opt out from marketing messages
- That the content can be downloaded by clicking on the below <link>
- Terms and Conditions link

The layout of the successful subscription signup screen is:

<Banner>

Thanks, your subscription to <content/service name> was successful.

You will be charged every <frequency> for this subscription service.

Your receipt number is <Atomic Transaction ID>.

<TICKBOX> Yes, I want free updates on new products, services and special offers sent to my mobile by <content/service name>.

Click the below link to go to your content

<DOWNLOAD CONTENT LINK>

[Terms and Conditions](#)

6.3.2 <content/service name> - as above (4.1.1)

6.3.3 <frequency> - as above (6.1.3)

6.3.4 <TICKBOX> - Marketing – as above (4.2.4)

6.3.4 <DOWNLOAD CONTENT LINK> - as above (4.2.6)

6.3.5 Terms and Conditions - as above (4.1.5)



### 6.3.6 Subscription Confirmation – Failure

Where the payment failed, the payment failure screen must be hosted by the Aggregator and must include the below information:

- That the purchase was unsuccessful / failed.
- The reason for the failure.
- That the customer has not been charged.
- A link to go back to the main site.
- Terms and Conditions link

The layout of the failed subscription signup screen is:

<Banner>

Sorry, the subscription transaction has failed due to an error.

<Failure Reason>

You have not been charged for this transaction.

<BACK TO SITE LINK>

[Terms and Conditions](#)

6.3.17 <Failure Reason> - as above (4.2.9)

6.3.18 <BACK TO SITE LINK> - as above (4.2.10)

6.3.19 Terms and Conditions - as above (4.1.5)

### 6.4 Unsubscribe Confirmation screens

All subscription services must provide the customer with an ability to unsubscribe from the service within the service/site wap page.

The customer must be advised, prior to the 'Unsubscribe' link, either that unsubscribing from the service will forfeit the remainder of the subscription charges, or that the customer will have access to the service until <expiry date>.

The unsubscribe screen itself can be hosted by the CP however the Unsubscribe Confirmation screen - which provides confirmation that the customer has been unsubscribed - must be hosted by the Aggregator.

When unsubscribing, the customer must be removed from marketing message listings unless a customer expressly consents to ongoing marketing messages.

The unsubscribe confirmation screen must include the below information:

- That the customer has been successfully unsubscribed
- Name of the service
- That the customer will no longer be charged for this subscription
- Customer consent <TICKBOX> if the customer is to be sent any marketing messages.
- A link to go back to the main site.
- Terms and Conditions link

The layout of the Unsubscribe Confirmation screen is on the next page.

The layout of the Unsubscribe Confirmation screen is:

<Banner>

You have been successfully unsubscribed from <content/service name>. You will no longer be charged for this subscription.

<TICKBOX> Yes, I want free updates on new products, services and special offers sent to my mobile by <content/service name>.

<BACK TO SITE LINK>

[Terms and Conditions](#)

6.4.1 <content/service name> - as above (4.1.1)

6.4.2 <TICKBOX> Only if the customer has previously agreed to receive marketing messages can this tickbox be pre-ticked. If the Aggregator does not have auditable proof from the client that the user is already on the marketing list, then the tickbox must be left unticked.

If there is any doubt as to whether the customer is on a marketing list, the tickbox must be left unticked. (See Section 3 for more information on marketing opt in/out).

6.4.3 Terms and Conditions - as above (4.1.5)

### 6.5 Unsubscribe Confirmation via SMS

If a subscriber replies or sends STOP to a subscription shortcode, a free message must be sent back to confirm that the customer has been unsubscribed from the service.

Where the subscription service has a post-subscription marketing element, the confirmation of unsubscribe message must provide an Opt In Marketing option as per the SIA.

This confirmation of unsubscribe message must:

- Commence with the phrase 'FreeMsg:' in the body of the text
- Include the name of the service/s that have been unsubscribed from
- Whether the customer forfeits their remaining subscription charge or continues to have access to the service until <date>
- Include opt in information regarding ongoing marketing messages
- NOT include enticements or advertisements for any services – that is, this message is confirming the customer is unsubscribed only. It cannot contain elements of advertising for the same or any other service.

FreeMsg: U have been unsubscribed from the Hot Tones service. U have access until <date>.To continue receiving ongoing free updates reply YES. Help? 1300XXXXXX

Unless the customer expressly consents to ongoing marketing messages or updates by sending an MO with the keyword stated, the customer must not be included/must be removed in any marketing lists.

**Important Note:** for any content purchases incurring charges in addition to the subscription charge, please see section 7.4 below (*Additional content purchases within or outside subscription*)

## 7 Ongoing Subscription Processing Rules

For all active subscribers to a particular subscription service, a recurring charge will need to be applied to the customer's bill or prepaid balance.

This charge amount applied must be as stated as advised within the actual service and as in the original signup screen as hosted by the aggregator.

Part payments are not acceptable (see section 2.2.2).

Due to the requirement of an SMS to be sent along with the charge, the transaction must be executed within the hours of 9am to 8pm AEST/ADST.

### 7.1 Subscription Charge Confirmation SMS

Each time a recurring subscription charge is applied to a customer's service or account, a free SMS must be sent to the customer advising them that the ongoing subscription charge has been applied. This must happen at the same time of charging using the sendSMS API call.

Exceptions are:

- For subscription periods of **3 days or less**, the subscription charge confirmation SMS need only be sent at least every 7 days.
- For subscription periods of **4 days**, the subscription charge confirmation SMS need only be sent at least every 8 days (to allow the coinciding with every 2<sup>nd</sup> charge if required).
- For subscription periods of **5 days or more**, the subscription charge confirmation SMS must be sent every time the charge is applied.

Please note that the Subscription Charge Confirmation SMS does not replace the spend notification SMS and vice-versa.

Eg. If a subscription charges a per-day fee of \$10, the \$30 incremental notification message(s) must be sent at the appropriate times in addition to the Subscription Charge Confirmation SMS which (as stated above) must be sent at least every 7 days.

The subscription charge confirmation SMS must:

- commence with the phrase 'FreeMsg:' in the body of the text
- advise the customer has been charged for their subscription to the service (must include the full word 'subscription' or 'subscribed' – not abbreviated).
- Include service name, cost per transaction period (eg per day/per 3 days etc) using \$ symbol and frequency
- Include helpline number
- Include details of the STOP command including the shortcode if not otherwise provided.

Example of preferred SMS text:

#### Daily subscription example (sent at least every 7 days)

FreeMsg: UR subscribed to Hot Tones. Cost=\$2 every day. Help? 1300XXXXXX. To stop send STOP to 19XXXXXX. Remember to check the latest content!

#### 3 day subscription example (sent at least every 7 days)

FreeMsg: U have been charged for your subscription to Hot Tones. Remember to check our latest content! Cost=\$3 per 3 days. Help? 1300XXXXXX. To stop send STOP to 19XXXXXX.

#### 4 day subscription example (sent at least every 8 days)

FreeMsg: UR subscribed to Hot Tones. Cost=\$4 every 4 days. Help? 1300XXXXXX. To unsubscribe send STOP to 19XXXXXX.

#### Weekly subscription example

FreeMsg: U have just been charged for your subscription to Hot Tones. Cost=\$5.50 p/wk. Help? 1300XXXXXX. To stop send STOP to 19XXXXXX.

The stop information can also be 'Reply STOP to stop' but only if the message format allows the customer to reply via a return SMS.

Subscription charge confirmation SMS messages must not be in WAP Push format.

The subscription charge confirmation SMS requirement is in addition to the \$30/30 day requirements which must still be met.

## 7.2 Ongoing Subscription Charging – Failure/Retry

In the situation where the ongoing subscription charge transaction fails, a free SMS advising of the payment failure must be sent to the customer by the Aggregator and **must include** the below information:

- That the purchase for the service/product name was unsuccessful / failed.
- The reason for the failure.
- That the customer has not been charged.
- When the next attempt to charge will be (2-3 days/1 week) as per the retry policy.
- Whether the customer has access to the site until successfully charged

An example of the preferred text of the payment failure SMS is:

FreeMsg: <Subscription content/service name> was unable to renew your subscription due to <failure reason>. U have not been charged. We will retry this charge in <retry days>.

Eg.

FreeMsg: Hot Tones was unable to renew your subs due to insufficient funds. U have not been charged. We will retry this charge in 2 days.

7.2.1 <Subscription content/service name> - as above (4.1.1)

7.2.2 <Failure Reason> - as above (4.2.9)

7.2.3 <retry days> - number of days (+/- 1 day allowed) in which the charge transaction will be retried.

7.2.4 Part payments are not acceptable (section 2.2.2) – additionally, failed charge transactions cannot be broken down into smaller amounts to retry.

7.2.6 If a user accesses a site which has been unable to charge that user for their ongoing subscription payment, the user should be supplied with information on the site as to why they do not have access (if that is the case) and the site should provide a function to initiate a charge to rejoin the service.

7.2.7 As with the retry policy, if the customer is unable to be charged for a period of 1 month, that MSISDN must be purged from the subscription database.

## 7.3 Ongoing Subscription Charging – Complete Failure

In the situation where the permitted retries as specified above and in the Atomic API doc have failed, the customer must be removed from the relevant subscription and marketing database(s).

## 7.4 Additional content purchases within/outside subscription

If a subscribed customer requests content that is not included in the existing subscription charge, or a customer subscribes to a service that allows them to purchase content at a discounted rate, then the one-off requirements set out in section 3 of this document apply to these individual purchases – on the proviso that the purchasing of the content does not subscribe the customer to a new subscription service.

If purchasing the content does subscribe the customer to a new subscription service, then the requirements as set out in section 6 of this document apply – eg it would be considered to be a brand-new subscription service.

## 7.5 \$30/30 day Spend notifications - Subscriptions

If a customer is subscribed to a service and reaches or exceeds \$30 incremental spend, the \$30 notification requirements applies.

All notifications that are referring to spend on a subscription service must be sent out by a standard, dedicated SMS. They must not be 'incorporated' into the Subscription Charge Confirmation message (7.1).

The \$30 spend message must:

- Commence with the phrase 'FreeMsg'
- Inform the customer this is for information purposes only.
- Inform the customer has reached or passed \$30 spend for the service (or shortcode) for that month
- Include the name of the service and/or shortcode.
- Details of the stop command
- Details of the helpline.

If the customer has reached \$60 or \$90 (or more) then the incremental amount must be shown (rather than multiple messages advising that '\$30' has been reached).

While the \$30 reminders are required to be sent out, it is not a requirement to send 30 day notification reminders as the customer is already reminded they are subscribed to a service each time they are billed – as per the requirements set out in 7.1 (Subscription Charge Confirmation SMS).