



Commission for
Communications Regulation

Code of Practice

Premium Rate Services

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An Coimisiún um Rialáil Cumarsáide

Commission for Communications Regulation

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1. INTRODUCTION

This Code of Practice (“*the Code*”) applies to the provision, content and promotion of Premium Rate Services (“*PRS*”). It has been published in accordance with Section 15 of the Communications Regulation (Premium Rate Services and Electronic Communications Infrastructure) Act, 2010 (“*the Act of 2010*”) pursuant to ComReg’s statutory functions and objectives in relation to the regulation of PRS, as set out in the Act of 2010.

The Code is the third element of the PRS regulatory framework, supplementing the provisions of *the Act of 2010* and the Communications Regulation (Licensing of Premium Rate Service) Regulations 2012 (“*the PRS Regulations*”).

The Code has been prepared by ComReg following extensive public consultation and having notified this Code in draft to the European Commission pursuant to the provisions of Article 8 of Directive 98/34/EC of the European Parliament and of the Council of 22 June 1998¹ laying down a procedure for the provision of information in the field of technical standards and regulations, as amended by Directive 98/48/EC of the European Parliament and of the Council of 20 July 1998².

ComReg’s Overall Goal

- 1.1 Having regard to its statutory functions, powers, and objectives, ComReg’s overall goal is to ensure that end-users of PRS will be as confident and safe in using PRS as in engaging with best practice retail services. ComReg considers that such end-user confidence will also benefit industry as new and innovative PRS are developed and made available.
- 1.2 It is also ComReg’s aim to provide an efficient and impartial redress mechanism, so that end-users should not themselves have to take legal steps to secure such redress. ComReg believes that end-users are entitled to have their grievances dealt with fairly and effectively.
- 1.3 It must be recognised that, irrespective of any provisions that ComReg may impose on the PRS industry, end-users must also bear a level of responsibility for their own actions and that, to a certain extent, they are often best placed to protect themselves.

¹ OJ L 204, 21.7.1998

² OJ L 217, 5.8.1998

Scope of the Code - Specified PRS

- 1.4 Pursuant to Section 7(1)(a) of the Act of 2010, ComReg has set out in Regulation 3 and 4 of the PRS Regulations the class or type of Premium Rate Services which are required to be licensed under Section 6 of the Act of 2010, referred to as “*specified PRS*”. Specified PRS are a subset of the definition of PRS contained in the Act of 2010.
- 1.5 The Code only applies to PRS that *come* within the definition of “specified PRS” but, nonetheless, provides a best practice guide for all PRS.
- 1.6 Compliance with the Code is a condition of a PRS licence, in accordance with Sections 7(3) and 15(6) of the Act of 2010 and Regulation 7 of the PRS Regulations. Where a licensed PRS provider, established in another EEA member state, provides any specified PRS in Ireland, that comprises an ‘*information society service*’³ compliance with the Code shall only be required if the conditions set out in Article 3(4) (read, as appropriate in accordance with Article 3(5)) of the E-Commerce Directive 2000/31/EC⁴ on Electronic Commerce⁵ apply.

Unfair Commercial Practices Directive

- 1.7 The Code contains restrictions and imposes requirements with regard to the promotion of PRS and other forms of commercial practices that may be engaged in by PRS providers. These aspects of the Code are to be interpreted and understood in light of the provisions of the Unfair Commercial Practices Directive (Directive 2005/29/EC) and the Consumer Protection Act 2007 which implements this Directive in Ireland. In particular, practices that are identified in *the* Code will be assessed by reference to their fairness within the meaning of this Directive and by reference to whether they are likely to influence a consumer’s decision regarding purchasing or paying for PRS.

Statutory Legal Powers

- 1.8 This Code of Practice is made by ComReg, pursuant to the following:
 - (a) Section 15 of the Communications Regulation (Premium Rate Services and Electronic Communications Infrastructure) Act, 2010,
 - (b) Sections 10(1)(d)(ii) and 12(d) of the Communications Regulation Act, 2002 (as amended).

³ Within the meaning of Article 1(2) of Directive 98/34/EC laying down a procedure for the provision of information in the field of technical standards and regulations (OJ L 204, 21.7.1998) as amended by Directive 98/48/EC (OJ L 217, 5.8.1998) and subject to the exceptions set out in the said Directive 98/34/EC as amended).

⁴ Directive 2000/31/EC on certain legal aspects of information society services, in particular electronic commerce, in the internal market (OJ L 178, 17.07.2000).

⁵ See Regulation 7(2)(e) of the PRS Regulations.

- 1.9 This Code of Practice is also made by ComReg having regard to, and having taken in to account, the following:
- (a) The analysis and reasoning set out in the following ComReg documents:
 - (i) 10/92a and 10/92b,
 - (ii) 11/51, 11/51a, 11/51b, 11/51c and 11/51d, and submissions received from respondents in relation to same, and
 - (iii) 13/84, and submissions received from respondents in relation to same.
 - (b) The analysis and reasoning set out in ComReg documents:
 - (i) 14/31, entitled “Response to Consultation and Decision regarding the Code of Practice for Premium Rate Services”, and
 - (ii) 12/28 entitled “Response to Consultation 11/51 on the Code of Practice for Premium Rate Services”,which shall, as necessary, be construed together with this Code of Practice.

Update to the Code of Practice as published on 5 April 2012

- 1.10 In accordance with Section 15(7) of the Communications Regulation (Premium Rate Services and Electronic Communications Infrastructure) Act, 2010, the Regtel Code of Practice as published on 1 October, 2008, and as published by ComReg as ComReg Document 10/54 was replaced as on 5 June 2012 by ComReg document number 12/29, shall be updated as of the effective date by ComReg document 14/31.

Severance and Maintenance of Provisions

- 1.11 If any section or provision or portion of this Code of Practice is found by a Court to be invalid, or otherwise judged by a Court to be unlawful, void or unenforceable, that section, provision or portion shall, to the extent required, be severed and rendered ineffective as far as possible, without modifying the remaining section(s), provision(s) or portion(s) of this Code of Practice and shall not in any way affect the validity or enforcement of such remaining section(s), provision(s) or portion(s) of this Code of Practice.

Effective Date

- 1.12 The effective date of this Code of Practice shall be 3 June 2014.

2. Definitions

A word or expression that is used in the Code has, except where the context otherwise requires, the same meaning as it has in the Act of 2010 and the PRS Regulations.

In the Code, the following definitions shall apply:

- 2.1 “**Act of 2010**” means the Communications Regulation (Premium Rate Services and Electronic Communications Infrastructure) Act 2010 (No. 2 of 2010) as may be amended from time to time.
- 2.2 “**Advice and Information Services**” are services that offer assistance, guidance or factual information as distinct from services that are intended to entertain end-users.
- 2.3 “**Call**” means any communication (whether voice, data, text or otherwise) which passes through an electronic communications network, whether initiated by an end-user or initiated by, or facilitated by, a PRS Provider, and a “caller” shall be construed accordingly.
- 2.4 “**Call to Action**” means the primary mechanism that is used to enable end-users to request or subscribe to the PRS being promoted.
- 2.5 “**Chatline Service**” means a PRS which consists of or includes the enabling of more than two persons to simultaneously conduct a telephone conversation with one another without either:
 - (a) each of them having agreed with the other to do so, or
 - (b) each of them having agreed in advance the respective identities of the other intended participants or the telephone numbers on which they may be called.
- 2.6 “**Child**” means any natural person below the age of 18 years.
- 2.7 “**Children’s Service**” means a PRS which either wholly, or in part, is aimed at or would reasonably be considered as being particularly attractive to children.
- 2.8 “**Code**” means *this Code*.
- 2.9 “**ComReg**” means the Commission for Communications Regulation and references to the “Commission” are also references to the Commission for Communications Regulation.
- 2.10 “**Competition Services**” for the purposes of the Code include, but are not limited to, PRS that involve any of *the following* (and the term ‘competition’ shall be construed accordingly):

- Lotteries,
 - Competitions,
 - Scratch cards or "letter" type promotions,
 - Other games or promotions with prizes,
 - An entry mechanism into a draw, or
 - The provision of information about prizes and how to claim them, including details of the claim line number.
- 2.11 "**Consumer**" has the meaning assigned to it by the Consumer Protection Act, 2007.
- 2.12 "**Contact and Dating Services**" means PRS which enable people, previously unacquainted, to make initial contact and to arrange to meet in person.
- 2.13 "**End-User**" has the meaning assigned to it by Section 13(5) of the Act of 2010 and for the purposes of this Code includes Consumers and potential end-users.
- 2.14 "**Entertainment Service**" means a PRS that is intended to afford pleasure, diversion, or amusement to the end-user. Entertainment Services include, but are not limited to, Sexual Entertainment Services, Chatline Services, and any PRS involving any psychic, tarot, horoscope, "hoax" or "windup" services.
- 2.15 "**Facility**" has the meaning assigned to it by the Act of 2010.
- 2.16 "**Helpline**" means the PRS Provider's support helpdesk telephone number that can be accessed by end-users or members of the public at no more than the cost of a national call.
- 2.17 "**International Call**" means a call that terminates on an electronic communications network outside Ireland.
- 2.18 "**Internet Dialler Software**" means software that is activated by the end-user and which is configured to replace the dial-up number used by the end-user's computer to connect it to the Internet with a different dial-up telephone number.
- 2.19 "**Invitation to Purchase**" means a representation by the PRS provider in a PRS transaction that:
- (a) indicates characteristics of the PRS and includes its price, and
 - (b) enables the end-user to purchase the PRS.
- 2.20 "**Keyword**" means a word used to identify a particular PRS where a number of different PRS are provided over the same shortcode and where the use of the word by end-users facilitates the routing of a text or multimedia message to a particular PRS which is operated over the relevant shortcode.

- 2.21 "**Levy**" means any levy imposed by, and payable to, the Commission under any order made pursuant to Section 30(2A) of the Principal Act or as otherwise provided for from time to time.
- 2.22 "**Live Service**" means a PRS involving two-way live speech/communication.
- 2.23 "**Mobile Web Site**" means an internet-based site designed for use by means of a mobile device using various communication protocols such as WAP, xHML, HTML, iMode, etc.
- 2.24 "**Multimedia Message Service (MMS)**" means a service that enables the sending and receiving of messages involving a combination of media (including text, sounds, images and/or videos) to MMS-compatible equipment.
- 2.25 "**National Numbering Conventions**" means the National Numbering Conventions issued by ComReg pursuant to its statutory function under Section 10(1)(b) of the Principal Act and as amended from time to time, (currently v7.0 ComReg Document No. 11/16).
- 2.26 "**On-Demand Audiovisual Media Service**" has the meaning assigned to it by Regulation 2 of the European Communities (Audiovisual Media Premium Rate Services) Regulations, 2010 (No. 258 of 2010).
- 2.27 "**Opt-out**" means an arrangement enabling an end-user to inform the relevant PRS Provider that he/she no longer wishes to receive information with regard to a product or service.
- 2.28 "**Premium Rate Charge**" means a charge associated with a Premium Rate Service.
- 2.29 "**Premium Rate Number**" means a number that is identified by the distinctive 15XX access code, as provided for in the National Numbering Conventions
- 2.30 "**Premium Rate Service**" has the meaning assigned to it by the Act of 2010 and references to "PRS" are also references to Premium Rate Service(s). The term 'service', as used in this Code, shall refer to a Premium Rate Service except where the context requires otherwise.
- 2.31 "**Premium Rate Service Licence**" has the meaning assigned to it by the Act of 2010 and a PRS Licence is also a reference to a Premium Rate Service Licence.
- 2.32 "**Premium Rate Service Provider**" has the meaning assigned to it by the Act of 2010 and a reference to "PRS Provider" is also a reference to Premium Rate Service Provider.
- 2.33 "**Principal Act**" means the Communications Regulation Act 2002, as amended.

- 2.34 "**Programme**" has the meaning assigned to it by Regulation 2 of the European Communities (Audiovisual Media Premium Rate Services) Regulations, 2010 (S.I. No. 258 of 2010).
- 2.35 "**Promotion**" means any act or activity where the intent or effect is, either directly or indirectly, to advertise or draw attention to a PRS in order to encourage its use and the term "promotional material" shall be construed accordingly. The term "promotion" includes any invitation to purchase.
- 2.36 "**PRS Regulations**" means the Communications Regulation (Licensing of Premium Rate Service) Regulations, 2012 (S.I. No.[to be assigned] of 2012) as may be amended or replaced from time to time.
- 2.37 "**Quiz Television Service**" means a PRS offered during a television programme where the primary purpose of the programme is to encourage end-users to participate in a quiz, draw or competition and where entries or applications are submitted by means of a call.
- 2.38 "Sexual Entertainment Service" means a PRS:
- (a) of a clearly sexual nature, or
 - (b) for which the associated promotional material is clearly of a sexual nature or indicates, or implies, that the service is of a clearly sexual nature, or
 - (c) where a product provided through the service is clearly of a sexual nature.
- 2.39 "**Short Code**" means a five-digit number within the range of 50xxx to 59xxx as provided for in the National Numbering Conventions.
- 2.40 "**SMS**" means short messaging service. For the avoidance of doubt, when referred to in the Code, this means a standard text message and excludes an MMS or WAP Push Message.
- 2.41 "**Specified Premium Rate Service**" means a Premium Rate Service which is required to be licensed, under Section 6 of the Act of 2010, and in accordance with Regulation 3 of the PRS Regulations.
- 2.42 "**Subscribe**" means an arrangement whereby an end-user agrees in advance to receive and pay for content or a recurring service by means of a PRS.
- 2.43 "**Subscription Service**" means a PRS for which a recurring charge is imposed on an end-user who has subscribed to, and thereby agreed to receive and pay for, such a service.
- 2.44 "**Unsubscribe**" means an arrangement whereby an end-user informs the relevant PRS Provider that he/she no longer wishes to subscribe to, or receive content and participate in, a PRS.

- 2.45 "**Virtual Chat Service**" means a PRS (excluding Live Services) which enable two or more end-users, or an end-user and a person engaged by or on behalf of the PRS Provider, to exchange separate messages whether by recorded voice, text or pictures while engaged in the service.
- 2.46 "**Wireless Application Protocol (WAP)**" is an open international technology standard commonly used in web browsers for mobile phones.
- 2.47 "**WAP Push**" means a specially formatted message that alerts an end-user of a mobile handset and gives an option to connect to a Mobile Web Site via a URL.
- 2.48 "**URL**" means Uniform Resource Locator which is used as a mechanism to direct an end-user to the address of a web page.

In addition, in the Code:

- any phrase introduced by the term "include", "including", "in particular" or any similar expression shall not be construed as an exhaustive list and shall not limit the meaning of the words preceding that term, and
- words importing the singular shall, where appropriate, include the plural number and vice versa.

3. Provisions Applicable to All PRS

General Provisions

- 3.1 Any PRS that involves the use of telephone numbers and/or short codes must comply with the requirements and provisions of the National Numbering Conventions⁶ issued by ComReg, as modified from time to time.
- 3.2 PRS Providers must make all reasonable endeavours to ensure that PRS provided by them are of a sufficient technical quality so as not to cause end-user harm and to ensure compliance with the requirements of the Code.
- 3.3 Where, in respect of a particular PRS, a PRS Provider satisfies ComReg that any requirement of the Code can be adequately met by alternative means to that specified in the Code, ComReg may, in its sole discretion, permit such alternative means to be used by the PRS Provider concerned in respect of that particular PRS. Such alternative means may not, however, be used by the PRS Provider concerned unless and until such time as ComReg has given its prior written permission for it to do so. Subject to issues of confidentiality, ComReg will publish details of such alternative means permitted by it. Such permission may be withdrawn, or varied by notice if ComReg determines that the alternative means have proved inadequate or are causing unanticipated difficulties of a serious nature.

Legality

- 3.4 PRS and promotional material must comply with all applicable laws and must not contain or promote anything which is in breach of the law, nor omit anything which the law requires to be included.
- 3.5 PRS and promotional material must not facilitate or encourage anything which is in any way unlawful.
- 3.6 Compliance with the Code does not guarantee compliance with any legal requirement or relieve a PRS Provider of any requirement to obtain any consent, licence, authorisation or permission that may be required under law.
- 3.7 If, at any time, ComReg becomes concerned with regard to the legality of a PRS, or a proposed PRS, or its promotion, ComReg may seek an opinion, from any appropriate body or authority, either within the Irish jurisdiction or outside of it.

⁶ *National Numbering Conventions, currently v7.0, published by ComReg and amended from time to time*

Data Protection

- 3.8 Without prejudice to the generality of Sections 3.4 to 3.7 above, PRS Providers must comply with, and establish and maintain adequate procedures to ensure compliance with:
- (a) the Data Protection Acts 1988 - 2003, as may be amended from time to time,
 - (b) the European Communities (Electronic Communications Networks and Services) (Data Protection and Privacy) Regulations 2011 as may be amended from time to time, and
 - (c) any guidance or directions issued by the Office of the Data Protection Commissioner in respect of the processing of personal data.
- 3.9 If registering with the Data Protection Commissioner, PRS Providers should state in their application that personal data controlled and/or processed by them in connection with PRS may be disclosed to ComReg and that ComReg may use such data for the purpose of exercising its statutory functions and powers and for monitoring and ensuring compliance with the Code.
- 3.10 All confidential information supplied to ComReg in confidence will be treated as confidential in accordance with ComReg's guidelines⁷ on confidentiality, save as otherwise provided in the Code, and will only be disclosed in accordance with law.

Decency

- 3.11 PRS and promotional material must not:
- (a) cause or be likely to cause unreasonable offence to end-users or the general public,
 - (b) contain sexually explicit language or images unless provided in accordance with those provisions of Sections 4 and 5 of the Code that are applicable to Sexual Entertainment Services,
 - (c) result in any unreasonable invasion of privacy,
 - (d) induce, or be likely to induce, an unreasonable sense of fear or anxiety or offence,
 - (e) encourage or incite any person to engage in harmful or dangerous practices or to use dangerous substances or put themselves or others at risk, or
 - (f) permit, induce or promote disharmony or discrimination on the basis of gender, marital status, family status, sexual orientation, race, national origin, religion, age, disability or membership of the travelling community.

⁷ ComReg Document 05/24 – Guidelines on the Treatment of Confidential Information

Honesty

- 3.12 PRS and promotional material must not:
- (a) seek to take unfair advantage of any characteristic, or circumstance, which may make, or is likely to make, end-users vulnerable or otherwise encourage end-users, or be likely to encourage end-users, to make calls or incur costs which, in quantum or duration, may be considered to be unreasonable or excessive,
 - (b) be of a kind which is likely to mislead by inaccuracy, ambiguity, exaggeration, omission or otherwise, or which obscures or conceals the real nature and cost of the service to the end-user,
 - (c) use abbreviations unnecessarily where the communications medium would permit otherwise, or
 - (d) use symbols, numbers or characters in a manner that would be likely to mislead end-users.

Avoidance of Harm

- 3.13 PRS must contain only information which is given in good faith and which is reasonably believed by the PRS Provider, at the time it is delivered to the end-user to be correct and up-to-date and it must be made clear to end-users when time-sensitive information was last updated.
- 3.14 PRS Providers must ensure that all information relating to a PRS is provided in a consistent manner throughout the promotion and provision of the PRS.
- 3.15 PRS must not be of a nature which encourages calls that have not been authorised by the person who is liable to pay the bill.
- 3.16 PRS Providers must take all reasonable steps to ensure that promotional material, and the PRS it promotes, does not reach those for whom the PRS concerned might be regarded as inappropriate.
- 3.17 Where services are targeted at a specific market, then it should be made clear in any promotion for that service, the market that is being targeted. For example, any PRS aimed at persons 18 years and over must carry an age warning to the effect: "*This service is only intended for those over 18 years of age*".
- 3.18 Without prejudice to Section 13 of the 2010 Act, end-users must not be charged in respect of PRS, or parts thereof, that were not supplied, for example where the PRS delivers a "busy tone" or "silence" prior to connection to the requested PRS. Similarly, end-users must not be charged for the receipt of error messages.

Due Diligence

- 3.19 PRS Providers must take all reasonable steps, in the context of their roles, to assist ComReg in ensuring that the provisions of the Code are complied with by all PRS providers to whom these provisions apply in respect of any PRS with which they are concerned.
- 3.20 PRS Providers must ensure that their direct contractual partners, for the purposes of promotion or providing PRS, are made aware of ComReg's role in the regulation of PRS and the requirement to be licensed.
- 3.21 PRS Providers shall not knowingly engage in or permit the involvement in the provision of PRS of another PRS Provider in respect of whom a sanction, which has been published, has been imposed by ComReg so as to enable such person to operate in breach of that sanction.
- 3.22 Upon becoming aware of an apparent breach of the Code by a contracting partner, a PRS provider must take all reasonable steps to ensure that such a breach is remedied without delay or as soon as possible and should communicate details of the apparent breach to ComReg at the same time.

4. PRS Promotions

General Provisions applicable to all PRS Promotions

- 4.1 Promotions are unfair if the PRS Provider does not exercise the special skill and care which may reasonably be expected in an honest market practice or fails to act in good faith, and thereby causes, or is likely to cause, an average end-user to make a transactional decision they would not otherwise have taken, by impairing their ability to make an informed decision.
- 4.2 Promotions must set out in a clear, unambiguous, legible and audible (if spoken) manner, all material information that an average end-user needs to make an informed transactional decision and must not omit or conceal material information that is likely to cause the average end user to take a transactional decision that he would not have taken otherwise.
- 4.3 Promotions must not set out false or misleading information in relation to matters such as the main characteristics of the service, the price, and the end-user's rights.
- 4.4 If a PRS Provider can reasonably foresee that a promotion is likely to affect a vulnerable group only, the "average end-user" is an average end-user of that group.
- 4.5 The completeness and clarity of the information furnished in a promotion will be assessed by reference to the context, including any limitations as to space and/or time.

The following Sections apply to all PRS Promotions without prejudice to the generality of Sections 4.1 to 4.5 and will be interpreted in light of the general principles set out in Sections 4.1 to 4.5

- 4.6 All material information and main characteristics, as per Section 4.11, of a PRS must be brought to the attention of an end-user within the promotional material of a PRS by a PRS Provider.
- 4.7 Where a PRS Provider wishes to use personal data for marketing and/or other similar purposes, the PRS Provider must be careful to ensure that it has complied with all applicable legal requirements in this regard, including in particular those relating to:
- (a) informing end-users of the use of their personal data for such purposes,
 - (b) obtaining all necessary consents from end-users for the use of their data for such purposes,
 - (c) enabling end-users to opt-out of receiving promotional material, and
 - (d) enabling end-users to have their data deleted and/or removed from any databases operated by the PRS Provider.

- 4.8
- (a) PRS Providers must ensure that end-users are informed clearly, comprehensively and unambiguously of the full and true cost of using a PRS prior to incurring any charge.
 - (b) Costs must be presented in Euro, inclusive of VAT unless no VAT applies, and include the Euro symbol (€) or, where that is not possible, use the word "EUR" or "Euro". For charges less than €1, prices in cent must be presented as "€0.XX", "EUR 0.XX", "Euro 0.XX" or "cent"
 - (c) Without prejudice to the generality of the requirement imposed by Section 4.8(a) above, PRS providers must, where appropriate, provide the following information:
 - (i) any costs, additional to the cost of the service, relating to delivery or other charges,
 - (ii) any sign-up cost,
 - (iii) that additional network data charges may apply,
 - (iv) the price per message sent and/or received and the number of messages required to complete the transaction,
 - (v) the duration of any "free" or discounted period and the relevant charges that will apply thereafter, and
 - (vi) if it is a Subscription Service, the charge per period and that charge period,
 - (vii) the numerical price per minute for time based/charged services, or the total cost to the end-user and, if applicable, the minimum duration of the call necessary to participate, whichever is most relevant, and
 - (viii) in respect of voice services states the price relates to calls from the Eircom network and that calls from other networks may be higher.
- 4.9 The pricing information set out in Section 4.8 must be provided to end-users without the end-user having to incur a premium rate charge.
- 4.10 In all visual invitations to purchase (including but not limited to printed, WAP/MMS/SMS, TV and online), pricing information as set out in Section 4.8 must be displayed:
- (a) prominently in the body of the promotion, horizontally as clear and correct 'stand-alone' information and not solely contained in the terms and conditions,
 - (b) beside the call to action for the duration that the call to action is displayed, and
 - (c) of a size that is at least 33% of the call to action or at a minimum text size of 9 point, whichever is larger.

- 4.11 In the course of promoting a PRS, the PRS provider shall ensure that the following information is provided to end users (whether cumulatively or at the same time) prior to their incurring any charges:
- (a) the name and description of the PRS,
 - (b) all costs associated with the PRS, in accordance with the requirements of Section 4.8 of the Code,
 - (c) where applicable, that it is a Subscription Service, in accordance with the requirements of Sections 4.21 to 4.23 of the Code,
 - (d) the identity and contact details of the appropriate PRS Provider to ensure that end-users can contact the helpline associated with the PRS. Such information must include:
 - (i) company trade or business name, as notified to ComReg, and
 - (ii) a helpline telephone number which does not incur a premium rate charge.
 - (e) any age restrictions,
 - (f) any technical requirements or limitations,
 - (g) any disclaimers or conditions qualifying the nature or availability of the PRS,
 - (h) any necessary information about the arrangements for receipt and use of any product or service and/or performance of any service, and
 - (i) all necessary information regarding use of an end-user's personal data for marketing or similar purposes (as per Section 4.7 of the Code).
- 4.12 In all visual promotions, the information referred to in Section 4.11 of the Code must appear in text which contrasts sufficiently in colour with its background to enable it to be clearly read.
- 4.13 PRS Providers must ensure that all visual promotions are in a format that does not result in required information being lost due to cropping, or rendered illegible, due to resizing or reformatting.
- 4.14 In all visual promotions, the information required to be included pursuant to Section 4.11 of the Code must appear at a minimum text size of 9 point, (except that in the case of pricing information the provisions of Section 4.10 apply and accordingly pricing information must either be at least 33% of the call to action or a minimum of 9 point, whichever is the larger).
- 4.15 The following information must be spoken as part of any invitation to purchase on radio or TV:
- (a) the name and description of the PRS,
 - (b) where it is not a Subscription Service, the cost of the PRS if the cost is greater than €2,
 - (c) where it is a Subscription Service, the fact that it is a Subscription Service and the charge per period and that charge period.

- 4.16 Spoken information, as part of an invitation to purchase, must be discernible and must not:
- (a) be obscured, masked or otherwise disguised by use of music, sound effects or similar methods, or
 - (b) be hurried or presented in such a way that is confusing and is not clearly associated with the PRS being promoted
- 4.17 End-users must not be charged for any promotional messages sent by SMS, MMS or WAP. Such promotional messages must be clearly distinguishable from:
- (a) subscription confirmation messages, charged messages as part of any Subscription Service, subscription reminder messages and unsubscribe confirmation messages, and
 - (b) charged messages by the inclusion of the term "Free Message" or "Free Msg" in the message header, or by commencing the body of the message with the term "Free Message" or "Free Msg".
- 4.18 As per Section 4.7 of the Code, promotional messages sent by SMS, MMS or WAP must include any information, as may be required by applicable law, in relation to how the recipient may opt-out of receiving future promotions through a free or low cost (which does not incur a premium rate charge) facility using the same, or similar, communication methods to that employed to deliver the promotion.
- 4.19 Where promotional messages are sent by WAP Push Message, PRS Providers will ensure that WAP Push Messages are recorded by PRS providers in a call log (otherwise known as a logfile) in clear text format to facilitate the easy reading of the content of the message.
- 4.20 Should a PRS Provider use the word "free" to promote an initial free entry or free trial period, they must ensure that :
- (a) the duration of the "free" period, or any other elements that are referred to as "free", are clearly identified in all promotional material, including in any messages that may be sent to the end-user,
 - (b) the "free" component is not subject to any charge, fee or cost, other than standard network charges, and
 - (c) any conditions or limitations that qualify the offer are clearly and unambiguously stated.

All costs which will be incurred at the expiration of the free trial period, or initial free entry, must be included in accordance with Section 4.8 of the Code.

Additional Provisions for Specific Services

In addition to the general provisions applicable to all PRS promotions contained in Sections 4.1 to 4.20 of the Code, the following requirements must also be adhered to in respect of promotions for specific types of PRS:

Subscription Services

- 4.21 Promotional material for Subscription Services must clearly state:
- (a) a description of the Subscription Service, and
 - (b) the specific PRS name that will permit end-users to identify the PRS (and such name is to be used consistently through all promotions and delivery of the service).
- 4.22 PRS Providers must ensure that the phrase "*Subscription Service*" and the name of the service are clearly provided:
- (a) in the case of promotions on television:
 - (i) at the top of the screen in a prominent, highly visible and stationary manner for the duration that the call to action is displayed,
 - (ii) in a font at least 33% of the size of the call to action, and
 - (iii) in the voice-over for the promotion.
 - (b) in the case of online promotions or promotions in print:
 - (i) in the main body of the advertisement in a prominent and highly visible manner and not part of the promotion footer, and
 - (ii) in a font at least 33% of the size of the call to action.
 - (c) in the case of any voice over promotions,
 - (d) in the case of promotions by SMS, MMS or WAP, in a manner so that it is viewable without the need for scrolling.
- 4.23 Bonus or incentive offers to encourage participation in a Subscription Service, which require the end-user to subscribe to the Subscription Service in order to obtain them, thereby subsequently incurring a charge, may only be described, or promoted, as being "free" if the subsequent subscription charges are also identified in accordance with the pricing provisions set out in Section 4 of the Code (including, without limitation, Section 4.8).

Sexual Entertainment Services

- 4.24 Promotions for Sexual Entertainment Services must not appear in publications intended for children or in publications which are unsolicited (e.g. free distribution newspapers and leaflets).

Chatline, Virtual Chat and Contact and Dating Services

- 4.25 Promotional material for Chatline, Virtual Chat or Contact and Dating Services must:
- (a) communicate that the service is available only to those aged 18 years and above,
 - (b) in the case of Virtual Chat Services, not use the term "live" nor imply that people are live on line nor that instant contacts can be made, and
 - (c) not imply that end-users are exchanging messages with other end-users or that users will be able to meet other end-users by engaging with the service unless that is the case.

Competition Services

- 4.26 In respect of Competition Services, invitations to purchase must clearly state any information which is likely to affect an average end-user's decision to participate in the relevant Competition Service and must include, where applicable:
- (a) details of how the competition operates, how winners are selected and an indication of any tie-breakers,
 - (b) any material terms and conditions, including any restriction on the number of entries or prizes to be won, in total and per individual,
 - (c) an accurate and clear description of prizes, including the number of prizes to be won,
 - (d) the closing date, indicating any specific time of entry closure,
 - (e) any eligibility restrictions,
 - (f) any costs in order to receive and/or use a prize, and
 - (g) if the PRS Provider of the Competition Service intends for participants in the service to become involved in further promotions, including the use of their names and addresses, whether these promotions are connected with the competition or not.
- 4.27 The following additional information must also be made readily available by the PRS provider of the Competition Service, if not contained in the original promotional material:
- (a) when prizes will be awarded,
 - (b) how and when winners will be informed,
 - (c) how prize winner information may be obtained,
 - (d) any alternative prize that is available,
 - (e) the details of any intended post-event publicity,

- (f) a full set of rules for the competition,
- (g) any supplementary terms and conditions which may apply, and
- (h) any criteria for judging entries.

4.28 Promotional material for Competition Services must not:

- (a) claim to offer a prize without awarding the prize or a reasonable equivalent,
- (b) use words such as "win" or "prize" to describe items offered to all, or a majority of, participants,
- (c) exaggerate the chance of winning a prize,
- (d) suggest that winning a prize is a certainty,
- (e) suggest that end-users can participate, exclusively by means of a PRS, where an alternative entry route (e.g. online entry) is available, or
- (f) suggest that a call guarantees an entry to a competition if this is not the case.

4.29 Competition Services which are repeated, or rebroadcast after the competition is closed, must clearly state that this is the case and that any interaction with the service may incur a charge.

Entertainment Services

4.30 Promotional material for any Entertainment Service must clearly state:

- (a) that it is an Entertainment Service, and
- (b) the requirement to record live conversations.

4.31 Promotional material for any Entertainment Service that involves any Tarot, Psychic or Horoscope service, must not:

- (a) infer that future events may be predicted other than as a matter of opinion or as widely accepted scientific practice, or
- (b) purport to make contact with deceased persons.

Advice and Information Services

4.32 Promotional material for any Advice and Information Service that involves the provision of any medical, financial, legal or other similar professional advice, must state clearly the identity, the current status and any relevant qualifications and experience of the person(s) or the organisation supplying the information or advice.

4.33 Promotional material for any Advice and Information Service, in which the advice or information is given by a person with no relevant qualifications, must set out and explain the source of the advice or information and how it has been compiled.

Children's Services

4.34 Promotional material for Children's Services must:

- (a) clearly state that the PRS should only be used with the agreement of the person responsible for paying the bill,
- (b) not appear in any publication or medium, or be placed proximate to, or in association with, copy or artwork that is of a violent or sexually explicit nature,
- (c) not contain anything which is likely to result in harm to children or which exploits their credulity, lack of experience or sense of loyalty,
- (d) not involve an invasion of privacy of any child,
- (e) not promote the excessive use of PRS, (for example, by encouraging children to purchase other PRS or repeatedly use the same PRS), and
- (f) not make direct appeals to children to buy or donate, unless the product, service or donation is one which they could reasonably be expected to afford for themselves.

Services for the Benefit of Charitable Organisations & Not-for-Profit Services (including Fundraising)

4.35 Providers of PRS intending to raise funds must ensure that promotional material states the following:

- (a) the identity of any and all of the beneficiaries,
- (b) the total cost of the call to the end-user and the minimum amount to be paid to the beneficiary, and
- (c) any conditions, restrictions or limitations that are attached to the contribution from the end-user being made to the stated beneficiary.

5. Provision of Premium Rate Services

General Provisions applicable to all PRS:

- 5.1 PRS must not be unreasonably prolonged or delayed or otherwise provided so as to cause the end-user to incur unnecessary costs.
- 5.2 All informational or instructional messages necessary to obtain access to a PRS, and provided separately to the PRS, must be available free-of-charge to an end-user.
- 5.3 Where a PRS is only permitted to be accessed by persons over 18 (whether as a requirement of the Code or of the law or otherwise), PRS Providers must ensure that:
- (a) all reasonable and appropriate measures are in place to prevent unauthorised access by those under 18 years of age to the PRS, and
 - (b) they have adequate monitoring arrangements, and appropriately trained staff to carry out such monitoring, in order to prevent unauthorised access to those under 18 years of age to the PRS.
- 5.4 Except where otherwise provided for in the Code, all end-users of PRS that are accessed and/or charged by a premium rate number must be notified of the applicable charges* on connection and as soon as they have incurred €30 on a call, be required to actively confirm that they wish to continue the call. The call must be terminated after the end-user has incurred €60 on a call. End-users may then call a service back at this point, should they wish to continue using it. For the avoidance of doubt, where a PRS is operating on a number that costs €1 per minute, the call must be terminated at 60 minutes; 40-minute termination at €1.50 per minute, and so on.

**Please note: any additional network charges that may be added on to the per minute charge of the call, outside the control of the PRS Provider, are not included as part of this rule and are not, therefore, something that PRS Providers are considered to be responsible for under the Code.*

- 5.5 Where there is a requirement that a call is to terminate at the expiration of a fixed period of time or charge, the PRS Provider must effect termination within the time or monetary limit so fixed.

Services which charge per Image, per Page or per Video viewed

- 5.6 If end-users are charged:
- (a) to view each page on a mobile website then:

- (i) if the page contains more than one image or segment of video footage, the PRS Provider is required to clearly inform end-users, prior to them incurring any cost, of the charges that apply for viewing that page, and
 - (ii) end-users must not be charged a second time for viewing pages that they have already paid for as they navigate through the website.
- (b) to view each image or segment of video, then the PRS Provider is required to clearly inform end-users, prior to them incurring any cost, of the charges that apply for viewing each image or video segment.

Purchase Confirmation Receipts

- 5.7 Where a PRS includes the use of a facility for making a payment for goods or services that does not involve the delivery of any content to the end-user's mobile handset then the PRS provider must take steps to ensure that the end-user is provided with a Purchase Confirmation Receipt. The Purchase Confirmation Receipt must be provided in a durable medium, which is available and accessible to the end user.
- 5.8 The Purchase Confirmation Receipt referred to in Section 5.7, must contain sufficient relevant information to enable the end-user to clearly identify the individual transaction, which may include but not limited to:
- (a) the name and description of the PRS,
 - (b) a unique transaction reference number or code,
 - (c) the cost of the purchase,
 - (d) the name of the PRS Provider and their helpline, and/or
 - (e) any other information the PRS provider considers appropriate.

Subscription Services

- 5.9 PRS Providers must not raise a premium rate charge to provide information about a Subscription Service or its availability. A premium rate charge may only be raised when an end user has requested and subsequently unambiguously consented to subscribe to the PRS and the PRS provider has delivered the PRS to the end-user.
- 5.10 Each Subscription Service must be a stand-alone service and cannot be the cause of end-users incurring any additional charges to those that were set out in the invitation to purchase for the service and the charge for the service must be the same as the charges set out in the Subscription Request Message referred to at Section 5.15 below.
- 5.11 End-users must not be subscribed to the same PRS more than once at the same time and PRS Providers must ensure that this cannot happen. For example they must ensure that end-users cannot subscribe a single mobile

number to the same PRS via a different entry mechanism if they have already subscribed to that service on that number.

- 5.12 PRS Providers must not cause an end-user to be subscribed to multiple PRS when they respond to a single keyword or call to action.
- 5.13 When an end-user requests to subscribe to a Subscription Service, and prior to an end-user incurring any charges, the PRS Provider must send a standard, dedicated, SMS Subscription Request Message, as set out in Sections 5.14 and 5.15 below, to the nominated mobile phone number, at no charge to the end-user.
- 5.14 A Subscription Request Message must not contain any links or promotional material and must clearly:
- (a) commence with the phrase "Free Message" or "Free Msg" in the SMS header, or as the first words in the body of the text,
 - (b) include a description of the Subscription Service to include the PRS name that will allow end-users to identify the PRS, which must be the name used consistently through all promotions and delivery of the service,
 - (c) provide an age warning, where appropriate,
 - (d) include any sign-up cost,
 - (e) include the basis for calculating charges including any:
 - (i) charges for each message received,
 - (ii) charges for each message sent, and
 - (iii) charge per charge period and the relevant charge period.
 - (f) instruct the end-user to send a plain dedicated SMS, with a KEYWORD, to a particular short code in order to subscribe.
- 5.15 Subscription Request Messages must follow the format of the example provided below:

<p><i>SUBSCRIPTION REQUEST MESSAGE</i></p> <p><i>To subscribe to [name of service and optional description] for [sign-up cost] and [cost of service in €] per [billing frequency - message received/time] and confirm that you are over 18 yrs, text AGREE [or other unique keyword for the service] to Short Code 5XXXX.</i></p>
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- 5.16 Immediately upon a PRS Provider receiving an AGREE response to a Subscription Request Message, and before any charges are incurred by the end-user, the PRS provider must send a standard, dedicated, SMS Subscription Confirmation Message as per Sections 5.17 and 5.18 to the mobile phone number that responded to the Subscription Request Message at no charge to the end-user.

- 5.17 A Subscription Confirmation Message must clearly:
- (a) commence with the phrase "Free Message" or "Free Msg" in the SMS header or as the first words in the body of the text,
 - (b) confirm that the end-user has entered into a Subscription Service,
 - (c) include the name of the Subscription Service,
 - (d) include details of the PRS Provider's helpline,
 - (e) include any sign-up cost,
 - (f) include the basis for calculating charges including any:
 - (i) charges for each message received,
 - (ii) charges for each message sent, and
 - (iii) charge per charge period and that charge period,
 - (g) include details of how to unsubscribe from the service by sending/replying "STOP" to the short code which is used to charge end-users of the service.
- 5.18 Subscription Confirmation Messages must follow the format of the example provided below: NOTE: any link (url) or promotion may only be provided after the regulatory information set out in Section 5.17 above

SUBSCRIPTION CONFIRMATION MESSAGE

You have subscribed to [name of service and optional description] for [sign-up costs] and [cost of service in €] per [billing frequency - message received/time] until you send STOP to [originating service short code]. Helpline [not more than national rate phone number]. [Any URL that the PRS providers wishes]

Subscription Services delivered via WAP

- 5.19 All messages delivered via WAP as part of a Subscription Service must clearly state:
- (a) the short code for the service, and
 - (b) details of the PRS Provider's helpline.

Regulatory Updates for Subscription Services

- 5.20
- (a) For Subscription Services, PRS providers must ensure that end users receive a periodic Regulatory Update Message, containing the information set out in Sections 5.21 and 5.22
 - (b) Regulatory Update Messages must be sent:
 - (i) via a free standard SMS,

- (ii) such that it is likely to be received by an end user each and every time an end user spends a total of €20 or some lesser amount, on the Subscription Service, and
- (iii) only after the full charges for that charge period have been imposed and at a time that allows an end user a reasonable period of time within which to unsubscribe before any further charges are incurred.

5.21 Regulatory Update Messages must:

- (a) commence with the phrase "Free Message" or "Free Msg" in the SMS header or as the first words in the body of the text,
- (b) not contain any links or promotional material,
- (c) state the name of the service,
- (d) confirm that the service is subscription-based,
- (e) state the basis for calculating charges including any:
 - (i) charges for each message received,
 - (ii) charges for each message sent, and
 - (iii) charge per charge period and that charge period.
- (f) details of how to unsubscribe from the service by sending/replying "STOP" to the short code which is used to charge end-users of the service, and
- (g) the PRS Provider's helpline number.

5.22 Regulatory Update Messages must follow the format of the example provided below:

SUBSCRIPTION REGULATORY UPDATE MESSAGE

You are subscribed to [name of service and optional description] for [cost of service in €] per [billing frequency - message received/time] until you send STOP to [originating service short code]. Helpline [not more than national rate phone number].

Failed Delivery Messages

5.23 If a reverse-billed premium rate message fails to deliver to an end-user, irrespective of whether the message is related to a Subscription Service or not, the PRS Provider must not:

- (a) charge the end-user for that failed message,
- (b) attempt to deliver the failed message outside the original charge period if it is part of a Subscription Service, or

- (c) attempt to deliver the failed message after seven days, if the message is not part of a Subscription Service.
- 5.24 If there are no successfully delivered premium rate messages for a period of 40 days, the end-user must be automatically unsubscribed from the PRS if it is a Subscription Service.

Unsubscribing

- 5.25 A PRS Provider must permit an end-user to unsubscribe from a Subscription Service at any time without incurring further premium rate charges and must not suggest otherwise, or promote or operate a Subscription Service with a minimum subscription period.
- 5.26 Where a short code is used to charge the end-user of a PRS, the PRS Provider must provide the end-user with the opportunity and information on how to unsubscribe from the service by sending the word “STOP” in an SMS to the short code used to charge the end-user of the Subscription Service. The short code to be used to unsubscribe from the service must be consistent through promotions, subscription requests, regulatory reminders, etc.
- 5.27 Where an end-user texts the word “STOP” to unsubscribe from a Subscription Service, the instruction must be effective without being case sensitive.
- 5.28 Upon receipt of an unsubscribe message, the PRS provider must forthwith:
- (a) cease charging for and cease the provision of the PRS with immediate effect,
 - (b) send a free information message to the end-user acknowledging receipt of the unsubscribe message and the fact that it has been acted on.
- 5.29 An end-user must not incur a premium rate charge to unsubscribe from a Subscription Service.

Multiple Subscription Services

- 5.30 If an end-user is subscribed to more than one PRS on a single short code and sends the “STOP” command to the short code, PRS providers must act on the “STOP” instruction and either:
- (a) unsubscribe the end-user from all Subscription Services on that short code, or
 - (b) unsubscribe the end-user from the service from which they received their last charged message.
- 5.31 Immediately upon receiving a STOP message from an end-user, the PRS provider must send an Unsubscribe Confirmation Message, as set out in

Section 5.32 below, which does not contain any links or promotional material and must:

- (a) not impose any cost on the end-user,
- (b) commence with the phrase "Free Message" or "Free Msg" in the message header or as the first words in the body of the text,
- (c) confirm that the end-user has been unsubscribed from the last PRS that they received a charge from or that the end-user has been unsubscribed from all Subscription Services on that short code, whichever is the case.

5.32 Unsubscribe Confirmation Messages must follow the format of the example provided below:

UNSUBSCRIBE FREE CONFIRMATION MESSAGE

You are now unsubscribed from [name of service]. Helpline [not more than national rate phone number].

Content Already Paid For

5.33 Where an end-user has unsubscribed from a Subscription Service but has already paid for content which has not yet been received, the PRS provider may continue to send messages to the end-user relating to the content already paid for but may not impose any further charge. Any such messages must make it clear to the end-user that there are no further charges associated with their receipt.

Competition Services

5.34 Competition Services may be the subject of legal or regulatory restrictions and ComReg reserves the right to request evidence that all legal or regulatory approvals have been obtained.

5.35 End-users must be made fully aware of all information that is likely to affect their decision to participate, including but not limited to, how the competition operates and how winners are selected.

5.36 Competition Services must have a closing date, except where there are instant prizes. An insufficient number of entries or entries of inadequate quality are not acceptable reasons for changing the closing date of a competition or withholding prizes.

5.37 PRS Providers must ensure that:

- (a) to the extent that winning a prize in a Competition Service is stated to be determined by chance, that all correct entries have an equal chance of winning,

- (b) to the extent that winning a prize in a Competition Service is stated to be determined by skill, that all correct entries are judged by skill,
 - (c) no charges (other than reasonable delivery charges) are sought from the winners of prizes.
- 5.38 No Competition Service shall enable the end-user to receive an award or benefit the value of which relates only or predominantly to the cost of the call.
- 5.39 PRS Providers of Competition Services must first obtain the written consent of participants, or prize-winners, confirming that they wish to become involved in further publicity or advertising, including the use of their names and addresses and whether this publicity or advertising is connected with the competition or not.
- 5.40 All post-competition publicity must include the dates on which the prizes were awarded.

Voting Services

- 5.41 Promotions which are likely to be repeated or rebroadcast after the voting is completed must clearly state that this is the case and that voting is no longer open and that registering a vote may incur a charge and may not be counted.

Quiz TV

- 5.42 Providers of Quiz TV Services must ensure that:
- (a) essential information, including pricing information as set out in Section 4.8, is clear, prominent and spoken by a presenter or voiceover in intervals of no more than 15 minutes (in this regard, see the provisions of Section 4 above in relation to the visual display requirements and spoken requirements applicable to the promotion of all PRS),
 - (b) pricing information on-screen makes it clear that the charge applies to all calls, regardless of whether the viewer is successful in getting through to the on-screen presenter/studio (unless this is not the case)
 - (c) pricing information announcements make it clear that the costs will apply, regardless of whether the entrant is successful in getting through to the next stage of the service (unless this is not the case)
 - (d) pricing information, including the fact that every call will be charged is announced at the beginning of any voice call an end-user makes to the service (but, in accordance with Section 5.1, such announcements must not be unreasonably prolonged), or where viewers participate via premium rate SMS, sent to such viewers via SMS,
 - (e) end-users are made aware of their chances of getting through to the on-screen presenter or to any further stages of the service, and

- (f) the use of clocks or countdown timers displayed on-screen does not mislead end-users into making more calls than they might otherwise have done because they think the competition, or a certain stage of the competition, is about to close.

Live Services

- 5.43 If a Live Service is an Entertainment Service, then all live calls to that Service must be recorded in their entirety.
- 5.44 PRS Providers of Live Services must ensure that, immediately on connection, end-users receive a brief introductory message lasting no longer than 45 seconds, spoken in a clearly audible and discernible manner, setting out:
 - (a) clear details of call costs,
 - (b) the name of the PRS Provider providing the Live Service,
 - (c) that, where applicable, all live calls to the service are recorded,
 - (d) that, where applicable, callers must be over the age of 18 to use the service,
 - (e) that callers should either be the bill-payer or have the bill-payer's permission, and
 - (f) that call details may appear on the telephone bill.
- 5.45 PRS Providers must take such steps as are required to reasonably ensure that end-users under 18 years of age are not permitted to use Live Services, other than a Children's Service. If in any Live Service (other than a Children's Service) an operator has reasonable grounds to suspect a caller of being under the age of 18, then, at a minimum, the following procedure must be implemented by the operator:
 - (a) the operator must ask the caller his/her age and date of birth,
 - (b) the operator must ask the caller any other questions that he/she considers appropriate (their employment status, for example). Operators must also monitor details relayed in conversation that might imply that the caller is underage and, where appropriate, ask the caller further questions, and
 - (c) if the caller hesitates in responding, the replies are inconsistent or the operator is still not satisfied as to the person's age, the caller must be regarded as being under 18 years of age and the call must be terminated.
- 5.46 PRS Providers operating Live Services must take all reasonable steps to identify and terminate calls being made without the authority of the bill-payer. At a minimum, the following procedure must be implemented by operators:
 - (a) any caller who appears to be using the service excessively, either by making a large number of calls, or one or more very long call(s), must

be warned by the operator of the potential costs of the call(s). This also includes any caller who appears to be calling from work, where the service could not reasonably be considered to be work-related, and

- (b) having received a warning, a caller who stays on the line must be asked whether he/she is responsible for paying the telephone bill or whether he/she has the bill-payer's permission to use the telephone. If there is any reason for the operator to doubt the truth of the response, then the call must be terminated by the operator immediately.
- 5.47 ComReg may require that a reasonable number of conversations are monitored by the PRS Provider to ensure compliance with the provisions of the Code.
- 5.48 PRS Providers who operate Live Services must actively discourage end-users from seeking or giving out surnames, places of work, addresses or telephone numbers except where such information is required for business purposes and is a necessary part of the service.
- 5.49 For the purpose of the Code, Psychic, Tarot, Horoscope or other similar PRS are deemed to be Entertainment Services. All promotional material and invitations to purchase for such PRS must clearly indicate that they are classified as Entertainment Services. End-users, on accessing such PRS, must be informed that they are Entertainment Services.

Children's Services

- 5.50 Children's Services must not involve the use of Internet Dialler Software.
- 5.51 Competition Services which are aimed at, or would reasonably be expected to prove particularly attractive to, children must not:
- (a) offer cash as a prize, or
 - (b) feature long or complex rules.
- 5.52 Children's Services must:
- (a) cost no more than €5 total per single call or transaction,
 - (b) be terminated by forced release once the €5 limit referred to in paragraph (a) is reached, and
 - (c) in the case of Subscription Services, cost no more than €10 per month.

Advice and Information Services

- 5.53 Advice and Information Services must be conveyed in a responsible manner.
- 5.54 Where any Advice and Information Service involves the provision of medical, financial, legal or other similar professional advice, the following information must be clearly set out in all promotional material and at the beginning of the provision of the service:

- (a) the requirement to record live calls,
- (b) the identity, the current status and any relevant qualifications and experience of the person(s) or the organisation supplying the information or advice, and
- (c) where the advice is given by a person with no relevant qualifications, an explanation of the source of the information and how the information has been compiled.

5.55 All Advice and Information Services, not being provided by a suitably qualified professional, should be prefaced with a statement that the end-user should not act upon advice which needs individual interpretation without first consulting a suitably qualified practitioner.

Sexual Entertainment Services

5.56 Sexual Entertainment Services that are provided or charged via a premium rate number must clearly state the requirement to record live calls where applicable.

5.57 Sexual Entertainment Services must not:

- (a) be available to children, or
- (b) contain references which suggest or imply the involvement of children in any way.

5.58 PRS Providers must ensure that Sexual Entertainment Services are not used for the transmission of any message, or other matter, which is grossly offensive or of an indecent or obscene character.

Chatline Services

5.59 Calls made to Chatline Services must be individually recorded, or there must be a continuous recording of the conversations taking place in each separate chat-room within a service (where applicable/where an individual service has more than one chat-room).

5.60 Chatline Services must not include Contact and Dating Services.

5.61 PRS Providers must take all reasonable measures to ensure that children are not allowed to use Chatline Services. Providers of Chatline Services must ensure that:

- (a) their services are monitored by appropriately trained staff to ensure that children have not obtained access to the services,
- (b) end-users are provided, immediately on accessing the service, with a warning that obscene or sexually explicit messages will be removed,
- (c) silent (i.e. non-verbal) access to Chatline Services is not permitted and must, therefore, be immediately terminated by the PRS Provider upon detection, and

- (d) where the service enables contact details to be exchanged:
 - (i) end-users are given clear advice on sensible precautions to be observed when meeting people through the service,
 - (ii) all publicly available elements of the service do not contain information, such as telephone numbers or addresses, which could provide a means of direct contact, and
 - (iii) end-users of the service are informed how long an individual message will remain on the service.

Contact and Dating Services

5.62 PRS Providers must put such access controls in place so as to reasonably ensure that end-users under 18 years of age are not permitted to use Contact and Dating Services. PRS Providers of Contact and Dating Services must ensure that:

- (a) their services are monitored by appropriately trained staff to ensure that children have not obtained access to the services,
- (b) the use of indecent, obscene or sexually explicit language is not permitted and any recordings, where such language is used, are removed without delay and the end-user informed that such language is unacceptable,
- (c) no message may be included unless there is a clear agreement between the PRS Provider of the service and the relevant end-user as to where, when, and for how long the message will be used,
- (d) where the service enables contact details to be exchanged:
 - (i) end-users are given clear advice on sensible precautions to be observed when meeting people through the service, and a warning to this effect must be included in the introductory message,
 - (ii) all publicly available elements of the service do not contain information, such as telephone numbers or addresses, which could provide a means of direct contact, and
 - (iii) end-users, who advertise with the service, are informed of the risks involved where a telephone number or other personal information is given out to respondents.
- (e) they are capable of substantiating to ComReg all claims relating to numbers of participants in the service.

Virtual Chat Services (including Text Chat)

5.63 PRS Providers of Virtual Chat Services must:

- (a) take all reasonable measures to ensure that users of their services are:
 - (i) the bill payer, and

- (ii) not children,
 - (b) where the service is not operated as a Sexual Entertainment Service, build in appropriate safeguards to the service whereby the sending of indecent, obscene or sexually explicit material is strongly discouraged and any end-user responsible for the sending of such material is promptly informed that such material is unacceptable,
 - (c) not imply that end-users are exchanging messages with other end-users or that end-users will be able to meet others by engaging with the service unless that is the case,
 - (d) ensure that they are capable of substantiating to ComReg all claims relating to numbers of participants in the service, and
 - (e) ensure (except where the service is promoted and operated as a Contact and Dating Service) that if an end-user of the service requests a meeting, that the end-user is informed that meetings are not possible.
- 5.64 End-users of Virtual Text Chat Services, and not the PRS Provider, hold the responsibility for commencing and terminating the service. To this end, where Virtual Text Chat Services are charged on a per-message basis, the services must operate according to a “*one message in-one message out*” method, whereby the PRS Provider receives a text message from an end-user and sends one text message in response. If no further text message is received from the end-user, the PRS provider must not send any further messages.
- 5.65 Virtual Chat Services must:
- (a) where the service is accessed through a premium rate number (15XX), abide by the provisions of Section 5.4 relating to the expenditure reminder and call termination,
 - (b) in all other cases, and for the avoidance of doubt, as soon as is reasonably possible after the user has spent €20, and after each €20 of spend thereafter inform the end-user, separately from the service or any promotion, that €20 has been spent.

PRS Accessed via Internet Dialler Software

- 5.66 Providers of PRS that are accessed via Internet Dialler Software must:
- (a) ensure that the end-user is alerted by a visual display of dialler utilisation requesting the end-user to confirm that they wish to use the service,
 - (b) prominently display on screen pricing information and the premium rate number being accessed when the service is accessed,
 - (c) not allow any further access via the PRS to the Internet until the end-user has disconnected from the PRS,

- (d) ensure that the end-user is disconnected from the service by forced release if the service has been left idle by the end-user for five minutes, and
- (e) ensure that such services are not linked to any other service or linked to other websites.

5.67 Providers of PRS that are accessed via Internet Dialler Software must ensure that the service does not cost more than €30 per call or session and must terminate by forced release when the end-user has incurred that amount.

6. Customer Service

- 6.1 PRS Providers must ensure that end-users of their services are able to have complaints resolved quickly, easily and fairly and that any redress is provided quickly and easily.
- 6.2 PRS Providers must provide, or arrange for the provision of, an adequately staffed and resourced live operator helpline service during normal office hours, which must be available on a telephone number priced at national rate, or below. Callers to the helpline outside of operating times must be informed, by recorded announcement, of the helpline operating hours.
- 6.3 Providers of a PRS must, where an end-user requests information regarding his/her engagement with a PRS, provide such information to the end-user in a comprehensible and legible format, including details of the delivery status, date, time, content and nature of each call made by or to that end-user in connection with the PRS and details of the charges incurred by that end-user, the basis of those charges and how they were incurred. Without prejudice to the generality of the foregoing, this information shall, in the case of a Subscription Service, include the following:
- (a) the delivery status, date, time, and content of any Subscription Request Message and Subscription Confirmation Message sent to the end-user (pursuant to the requirements of Sections 5.15 and 5.18 of the Code respectively) and the date, time and content of any calls received from the end-user in any way connected to those messages,
 - (b) if relevant, details of the delivery status, date, time and content of any Subscription Regulatory Update Message and Unsubscribe Confirmation Message sent to the end-user (pursuant to the requirements of Sections 5.22 and 5.32 of the Code respectively) and the date, time and content of any calls received from the end-user in any way connected to those messages.
- 6.4 End-users should have to make as few calls as possible in order to secure redress, where appropriate. Therefore, any PRS Provider involved in the delivery of PRS to an end-user, is required to provide the end-user with the relevant contact details of the appropriate party providing customer care in respect of the PRS which has been the cause of the end-user's complaint.
- 6.5 Where an end-user contacts ComReg in relation to a PRS that they have purchased, ComReg will, where appropriate, notify the relevant PRS provider and require that Provider to make contact with ("*call back*") the end-user. In such cases, the PRS Provider must make all reasonable efforts to contact the end-user within 3 working days. For the avoidance of doubt:
- (a) "reasonable efforts" is deemed to be three discrete attempts to contact the end-user during normal office hours over two consecutive working days,

- (b) if, by the third attempt, the PRS Provider fails to speak with the end-user, then the PRS Provider must either:
 - (i) leave a voicemail setting out the reason for the call and provide the PRS Provider's helpline number, or
 - (ii) send a free standard SMS, with the words "Free Message" or "Free Msg" in the message header advising the end-user of the purpose of the call and provide a helpline number,
 - (c) Helpline numbers must cost no more than national call rates.
- 6.6 Where an end-user has made a complaint to a PRS Provider which has not been resolved to the end-user's satisfaction within the manner set out in the complaints policy operated by the PRS Provider, the PRS Provider shall inform the end-user that the end-user may lodge a complaint with the Commission and provide the end user with ComReg's Customer Care contact details.
- 6.7 Refunds must be provided promptly and in an easily accessible manner that does not impose a charge on the recipient of the refund. Refunds issued by cheque must be drawn from a Euro currency account and any bank drafts, money orders, postal orders used to refund end-users must be in the Euro (€) currency.