

WASPA Code of Conduct

Advisory: Subscription Services

This advisory provides a step-by-step explanation of section 11 of the WASPA Code of Conduct. The intention of the advisory is to provide a guide for WASPs who wish to offer subscription services in a manner that is consistent with the requirements of the Code of Conduct.

Version 3.2 of the Code of Conduct was used as the basis for this advisory.

11.1. Manner of subscription

11.1.1. Promotional material for all subscription services must prominently and explicitly identify the services as "subscription services".

What this means:

- Any service for which a customer is going to be repeatedly billed on a regular basis (without confirming each individual transaction) needs to have the words "**subscription service**" included in any advertising or marketing.
- No other terminology may be used instead of "subscription service". Any advert promoting subscription services must use those exact words in the advert. No abbreviations, acronyms or other marks or symbols are permitted. Advertising in languages other than English must include words with an equivalent meaning to "subscription service" in the language of the advertisement.
- The words "subscription service" must appear **prominently**. They must be placed so that they are obvious to anyone reading the advert for the service. It is **not** sufficient for "subscription service" to appear only in the terms and conditions.
- If the subscription service provides the customer with access to additional material for which there is an additional charge over and above the subscription fee, then any advert for that subscription service must make it clear that this is the case. The advert must clearly state the costs for any additional material, and must clearly differentiate the possible additional costs from the costs of the subscription service itself.

11.1.2. Any request from a customer to join a subscription service must be an independent transaction, with the specific intention of subscribing to a service.
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What this means:

- A request from a subscriber to join a subscription service may **not** be bundled with a request for specific content. It must be an independent transaction. For example, "*This picture is an example funny picture. To subscribe to the daily funny picture, SMS FUNPICS to 12345,*" does not bundle any particular content with a subscription service. However, "*To get this picture, SMS FUNPICS to 12345. You will also be subscribed to the daily funny picture,*" is an offer bundling a subscription service with a specific item of content (the picture in the advert), and is thus not allowed.
- A customer should not be permitted to subscribe to more than one subscription service at once. Each request to join a subscription service must be an independent transaction.
- If both subscription and non-subscription services are promoted in the same advert, there must be a clear distinction between the section of the advert promoting subscription services and the section of the advert promoting non-subscription content or services.
- An advert must not appear to offer the customer a single ring-tone, image or other piece of content for free or for a fee, if it is actually an advert for a subscription service.

- In all advertising, it must be reasonably clear to any customer sending a request for a subscription service, that by sending that request the customer will be joining a subscription service.
- No adverts are permitted which might reasonably cause a customer to accidentally join a subscription service.

11.1.3. Where feasible, billing for a subscription service must indicate that the service purchased is a subscription service.

What this means:

- The words "subscription service" must be included in the description of the service that appears on the customer's bill, unless the WASP providing the service has no control over the billing description.

11.1.4. Customers may not be automatically subscribed to a subscription service as a result of a request for any non-subscription content or service.

What this means:

- Advertising may not make the mechanism for joining a subscription service appear to a customer as if it is actually a request for once-off content.
- A customer may **only** be subscribed to a subscription service if that customer has sent a specific request to be added to that particular subscription service.
- A request for any non-subscription content may not be taken as a request to join a subscription service under any circumstances.

11.1.5. Subscription services with different billing frequencies should not have a subscription mechanism likely to cause a customer to accidentally subscribe to a more frequent service.

What this means:

- Subscription services for different periods of time should not have subscription mechanisms that could be confusing to customers. For example, if the subscription instructions for a weekly joke are: *SMS "subscribe jokes" to 12345*, and the subscription instructions for a daily joke are: *SMS "subscribe joke" to 12345*, then there is a significant chance that a customer intending to subscribe to a weekly service will accidentally join a daily service. Such practices are therefore prohibited.
- In all adverts, it must be absolutely clear how often a customer will be billed for the service when signing up for that particular service.
- If subscription services with different billing frequencies are promoted in the same advert, there must be a clear distinction between the sections of the advert promoting each frequency of service. For example, daily subscription services should be separated from weekly subscription services in adverts.

11.1.6. Members must ensure that children accessing subscription services confirm that they have permission from a parent or guardian to do so.

What this means:

- Any advertisements for subscription services must state clearly that any child (someone less than 18 years old) must obtain permission from a parent or guardian before requesting any subscription service.

- When requested to do so by a child’s parent or guardian, a service provider must block requests for subscription services originating from the child’s number, provided that it is technically feasible to do so.

11.1.7. Once a customer has subscribed to subscription service, a notification message must be sent to the customer containing the following information:

- (a) The cost of the subscription service and the frequency of the charges;**
- (b) Clear and concise instructions for unsubscribing from the service;**
- (c) The member’s contact information.**

What this means:

- As soon as possible after a customer has subscribed to any subscription service, a notification message must be sent to that customer informing them that they have just subscribed to that service. The description of the service in the notification message must be clear and unambiguous. For example: “You have subscribed to the Weekly Joke service.”
- The notification message must clearly state the cost and frequency of the charges. For example: “You will receive one joke every day at a cost of R5 per day”.
- The notification message must also clearly explain how to unsubscribe from the service. For example: “To unsubscribe, SMS the words STOP JOKE to 12345.” The unsubscribe instructions should not contain any unnecessary steps.
- The notification message must contain the contact information of the service provider. This must include at least a telephone number, and this should not be a premium-rated number.

Note: It is **recommended** that WASPs send out a monthly reminder to all subscription service customers with the above information, in addition to the initial notification message. This is not currently a requirement of the WASPA Code of Conduct, but it is a requirement for any WASPs connecting to Vodacom’s network.

11.2. Customer support

11.2.1. Assistance, such as ‘help’ information, for subscription services must be easily available to customers, and must not be limited to a medium that the customer is unlikely to have access to.

What this means:

- Customer support for subscription services cannot assume that the customer has access to forms of communications other than those used to access the subscription services. For example, customer support for GSM content may not assume that a customer has access to the Internet.
- Hence, if support for subscription services is provided primarily via a web site or via email, there must also be a telephonic alternative for customers without Internet access.
- A customer should not be required to make an international call in order to reach customer support. Telephonic support must be provided via a South African telephone number.

11.3. Termination of a service

11.3.1. Instructions on terminating a subscription service must be clear, easy to understand, and readily available.

What this means:

- Unsubscribe instructions for terminating a subscription service must be completely clear and must be easy for a customer to follow. The instructions and unsubscribe process must not be misleading or confusing in any way.
- Instructions for terminating any subscription service offered must be made available to customers on request via the contact details contained in the notification message.

11.3.2. All subscription services must have an unsubscribe facility available at no more than one rand.

What this means:

- A customer should be able to unsubscribe from a subscription service without paying more than the minimum amount the service provide can reasonably charge for the unsubscribe request.
- Unsubscribe requests should not be premium-rated.
- Under no circumstances should it cost a customer more than one rand to permanently unsubscribe from any subscription service.

11.3.3. Where feasible, customers should be able to unsubscribe from any subscription service using no more than two words, one of which must be 'STOP'.

What this means:

- Subscription services should make use of the standard 'STOP' keyword for all unsubscribe requests. For example, a notification message might state: "To unsubscribe, SMS the words STOP JOKE to 12345."
- Where it is technically feasible, a subscriber should be able to terminate all subscription services offered by a particular service provider by using the 'STOP ALL' keywords. For example, a customer should be able to SMS the words 'STOP ALL' to any of the numbers a service provider uses for SMS subscription services, in order to terminate **all** subscription services offered by that service provider.

11.3.4. Members must ensure that the termination mechanism is functional and accessible at all times.

What this means:

- A customer must always be able to unsubscribe from a subscription service. The unsubscribe functionality must therefore be available 24/7.
- It is possible that for some reason outside of the control of the service provider, the unsubscribe mechanism might be unavailable for a period of time long enough for a customer to be unfairly billed for a service. In these circumstances, any charges levied during the period in which a customer attempted unsuccessfully to cancel a subscription must be refunded.

Additional notes

This section of the WASPA Code of Conduct applies both to services offered directly by a WASP, and to services provided by a WASP on behalf of a third-party. The Code of Conduct classifies third-party service providers as information providers.

2.11. An "information provider" is any person on whose behalf a wireless application service provider may provide a service, and includes message originators.

WASPA members are required by the Code of Conduct to ensure that their clients adhere to these provisions of the code when providing subscription services.

3.9.1. Members must bind any information provider with whom they contract for the provision of services to ensure that none of the services contravene the Code of Conduct.

3.9.2. The member must suspend or terminate the services of any information provider that provides a service in contravention of this Code of Conduct.

Thus, it is important for WASPs to make any clients providing subscription services aware of the provisions of the Code discussed above. WASPA members are free to provide copies of this document to any information providers.
