



**EXPLANATORY MEMORANDUM ISSUED BY THE  
INFO-COMMUNICATIONS DEVELOPMENT AUTHORITY OF SINGAPORE**

**IDA'S DECISION ON REVIEW OF END USER SERVICE INFORMATION  
PROVISIONS IN THE CODE OF PRACTICE FOR COMPETITION IN THE  
PROVISION OF TELECOMMUNICATION SERVICES 2012**

**16 May 2014**

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## EXPLANATORY MEMORANDUM

### REVIEW OF END USER SERVICE INFORMATION PROVISIONS IN THE CODE OF PRACTICE FOR COMPETITION IN THE PROVISION OF TELECOMMUNICATION SERVICES 2012

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#### PART I: INTRODUCTION

1. The Code of Practice for Competition in the Provision of Telecommunication Services (the “**Code**”) was first introduced in Singapore following the liberalisation of the telecommunication sector on 1 April 2000, with the intent of facilitating fair and sustainable competition in the telecommunications markets. The Code was last revised and came into effect on 23 April 2012. In the Code, Section 3 on ‘Duty of Licensees To Their End Users’ governs the use of End User Service Information (“**EUSI**”) in the telecommunication sector. EUSI includes, but is not limited to, information such as the end user’s name, address, and telephone number, as well as information generated from the use of the telecommunication services, such as location information, call patterns and billing history. Currently, telecommunication licensees (herein known as “**licensees**”) may not use EUSI without the end user’s consent for any purpose other than the specific circumstances stated in Sub-section 3.2.6.2 of the Code. All licensees must also provide End User Service Agreement (“**EUSA**”) between the licensee and end users governing the usage of EUSI, including the conditions by which end users’ consent need not be sought for the use of EUSI.
2. In 2012, the Personal Data Protection Act 2012 (“**PDPA**”) was passed in Singapore. The PDPA is the baseline legislation governing the collection, use and disclosure of personal data in Singapore by organisations. The data protection provisions in the PDPA are scheduled to come into force on 2 July 2014. Among others, the PDPA requires organisations to obtain an individual’s consent for the collection, use or disclosure of personal data for reasonable purposes, unless otherwise provided for under the PDPA.
3. Given the similarities in the framework within the Code governing EUSI, with the personal data protection framework within the PDPA, IDA conducted a review to streamline Sub-sections 3.2.6.2 and 3.3.7 of the Code to provide clarity to the public and industry as telecommunication licensees are required to comply with both the Code and the PDPA. On 23 January 2014, IDA released a public consultation paper to seek views on IDA’s review and proposed amendments to these Code provisions (herein referred to as “**Public Consultation**”). Upon closure of the Public Consultation on 28 February 2014, IDA received comments and feedback from M1 Limited, Singapore Telecommunications Limited, and StarHub Ltd. IDA thanks these respondents for their comments.

4. IDA has given careful consideration to the comments received and this explanatory memorandum sets out the key issues raised in the Public Consultation and IDA's responses and decision on these issues.

## **PART II: SUMMARY OF COMMENTS RECEIVED IN IDA'S PUBLIC CONSULTATION AND IDA'S RESPONSES AND DECISION**

### **Background**

5. Currently, Sub-section 3.2.6.2 of the Code describes the duty of a licensee to ensure that procedures are taken to ensure that unless the end user has provided consent, the licensee will not use EUSI for any purpose other than in the following specific circumstances listed under Sub-section 3.2.6.2(a):
  - (i) Planning, provisioning and billing for any service provided by the licensee;
  - (ii) Managing bad debt and preventing fraud related to the provision of services;
  - (iii) Facilitating interconnection and inter-operability between licensees for the provision of services;
  - (iv) Providing assistance to law enforcement, judicial or other government agencies; and/or
  - (v) Complying with any regulatory requirement imposed by IDA authorising the use of EUSI.

In addition, Sub-section 3.2.6.2(b) stipulates that licensees are required to seek end users' consent before disclosing their EUSI to any third party (including its affiliates) for the purposes of developing and marketing any goods or services.

6. In addition, Sub-section 3.3.7 of the Code requires licensees to state in the EUSA that:
  - (i) Unless the end user has provided consent, the licensee will use the EUSI only for the purposes specified in Sub-section 3.2.6.2 (i.e., those listed in paragraph 5(i)-(v) above); and
  - (ii) The additional purposes which the licensee may use EUSI for, and the means by which the end user can grant consent or withdraw consent for such purposes. In this regard, the licensee cannot impose any fee on the end user as a result of the end user's withdrawal of consent.
7. Following the review of the above provisions, IDA proposed the following amendments in the Public Consultation:
  - (i) Amendments to the framework governing EUSI of residential subscribers ("**Residential EUSI**") under Sub-section 3.2.6.2 of the Code – as the use of personal data will be governed by the PDPA, IDA proposed to authorise only specific unique circumstances for licensees to collect, use and

disclose Residential EUSI without consent, and remove other specific purposes for which use of Residential EUSI is currently allowed without consent;

- (ii) Amendments to the framework for EUSI of business subscribers (“**Business EUSI**”) under Sub-section 3.2.6.2 of the Code – IDA proposed to substantially retain the framework given that Business EUSI may not clearly fall within the PDPA framework; and
- (iii) Amendments to the framework governing EUSA under Sub-section 3.3.7 of the Code to reflect the changes to Sub-section 3.2.6.2.

### **Purpose of review**

8. The respondents raised some points on the need for the review. One commented that the review was not necessary, while another highlighted that the PDPA exceptions for seeking consent were not similar in scope to the EUSI provisions in the Code, and that the proposed Code amendments might result in ambiguity over the legal position of certain information. The respondents also commented that the distinctions between personal data, Residential EUSI, and Business EUSI were ambiguous, and that the definitions of personal data and EUSI could be merged.
9. On these comments, IDA would first like to reiterate that the purpose of the review is to streamline the EUSI provisions in the Code, in view that the PDPA will be the primary legislation governing personal data. This will ensure a consistent treatment of personal data in the telecommunication sector vis-à-vis other sectors once the PDPA comes into effect, and also reduce confusion to the industry and public on the data protection requirements that are applicable to the telecommunication sector.
10. Second, with the PDPA in effect, organisations are required to obtain an individual’s consent for the collection, use or disclosure of personal data for reasonable purposes, unless exceptions in the Second to Fourth Schedules to the PDPA apply respectively. Even though the PDPA exceptions are not exactly the same in scope to the existing EUSI provisions, IDA is of the view that they can reasonably serve the intent of the existing EUSI provisions as clarified in the sections below. However, on top of these exceptions under the PDPA, IDA recognises that there are unique circumstances in which EUSI needs to be used or disclosed for the operations of telecommunication systems and the provisioning of telecommunication services. It would be impractical for licensees to seek an individual’s consent for such purposes, hence IDA’s proposed authorisation framework for Residential EUSI seeks to allow licensees to collect, use, or disclose EUSI without consent under specific circumstances to facilitate their operations and provision of telecommunication networks and services<sup>1</sup>. For Business EUSI, IDA had

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<sup>1</sup> The PDPA places an obligation on organisations to obtain an individual’s consent for the collection, use or disclosure of the individual’s personal data unless the collection, use or disclosure, as the case may be, without the consent of the individual is required or authorised under the PDPA or any other written law (PDPA Section 13(b)).

proposed to substantially retain the current framework under the Code governing use of EUSI, but with some amendments to align with the specific circumstances authorised under the authorisation framework for Residential EUSI.

11. Third, IDA notes the concern over the distinctions between personal data, Residential EUSI and Business EUSI, but disagrees with one of the respondents' comment that the proposed distinction would make the Code "more difficult to interpret and apply in conjunction with the PDPA". In fact, merging the general term 'EUSI' with 'personal data' may result in an overly prohibitive governance framework for EUSI, given that not all EUSI falls into the scope of personal data<sup>2</sup>. The Personal Data Protection Commission ("PDPC") has also clarified that the data protection provisions in the PDPA do not apply to business contact information ("BCI"). While IDA had explored distinguishing EUSI (whether from business or residential subscribers) into personal data versus non-personal data, IDA assessed that this would be impractical to implement given that the onus would be on the licensees to accurately distinguish the two. It may result in greater confusion as different licensees may apply different interpretations. Therefore, a more practical approach would be to distinguish between Residential and Business EUSI, which IDA had proposed. Residential EUSI generally qualifies as personal data, given that it would be possible to identify an individual from the Residential EUSI and other information that the licensee would possess. Conversely, not all Business EUSI can be classified as personal data.
12. On this distinction between Residential EUSI and Business EUSI, one of the respondents further raised the point that end users who signed up for corporate plans in their personal capacity would be considered business subscribers, hence falling out of the PDPA framework. IDA understands that there are two categories of corporate plans, e.g.: (i) mobile plans subscribed by companies for their employees; and (ii) mobile plans with corporate discounts (commonly known as Corporate Individual Scheme) which employees can subscribe to at their own discretion. The PDPC had clarified in the 'Advisory Guidelines on Key Concepts in the PDPA'<sup>3</sup> that the definition of BCI is dependent on the purpose for which the information is provided, but would consider personal data provided on business/name cards in most circumstances as BCI, hence falling out of the PDPA obligations. Thus, end users under category (i) would qualify as business end users, while end users under category (ii) are residential end users since such schemes are typically made available by corporations to their employees as an employee benefit. Given the above, IDA would like to clarify that all end users under category (i) will be considered business end users while those under category (ii) will be considered residential end users.

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<sup>2</sup> Under the PDPA, the definition of 'personal data' refers to data, whether true or not, about an individual who can be identified from that data and/or other information which the organisation has or is likely to have access.

<sup>3</sup> PDPC, 2013. Advisory Guidelines on Key Concepts in the Personal Data Protection Act. Available from: [http://www.pdpc.gov.sg/docs/default-source/advisory-guidelines/advisory-guidelines-on-key-concepts-in-the-pdpa-\(1112\).pdf?sfvrsn=2](http://www.pdpc.gov.sg/docs/default-source/advisory-guidelines/advisory-guidelines-on-key-concepts-in-the-pdpa-(1112).pdf?sfvrsn=2)

13. Lastly, IDA would also like to clarify that the proposed amendments to the EUSI and EUSA provisions in the Code will apply to licensees on a prospective basis, and licensees' existing agreements and contracts with their end users remain in force. This means that if licensees had stated the uses of EUSI in the agreements or contracts signed by end users, they can continue to use the EUSI as stated. However, new agreements and contracts will have to factor in the Code amendments, as well as the PDPA obligations that will come into force in July 2014. In addition, for existing contracts and agreements, licensees will have to seek end users' consent if they wish to use EUSI for purposes other than those that were stated in the agreements or contracts. The PDPC had clarified this treatment of personal data collected before the PDPA data protection provisions come into effect in its 'Advisory Guidelines on Key Concepts in the PDPA'<sup>4</sup>.

### **Authorisation Framework for Residential EUSI**

#### **Authorisation for collection and use of Residential EUSI without end user consent for "planning" purposes**

14. IDA had proposed to authorise collection and use of Residential EUSI for licensees' "planning" purposes, but scoped for planning for network operations and maintenance, including activities to maintain network performance, network enhancements and any activities required to achieve IDA's Quality of Service ("QoS") standards. IDA will however not authorise for the purposes of "provisioning and billing" for telecommunication services. One of the respondents commented that network planning and the provisioning of services were inter-twined as mobile network operators would analyse end users' network usage for planning purposes. Another respondent raised the concern that with the removal of the purposes for "provisioning" and "billing", it might not be able to continue to provide services to and bill existing end users who did not come forward to re-contract. The respondent also raised the point that the proposed prescriptive definition for "planning" was unnecessary.
15. IDA notes the concerns of the respective respondents, but would like to emphasise that the tightened scope for "planning" does not prohibit mobile network operators from collecting and using Residential EUSI for network planning purposes. In fact, the tightened scope for "planning" covers activities to maintain network performance, and network enhancements (e.g., upgrading the network capacity or capabilities). Therefore, the proposed definition of "planning" will unlikely impede licensees' network planning exercises to aid their provisioning of services to end users. IDA's policy intent is to ensure that licensees do not use Residential EUSI for planning activities

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<sup>4</sup> Section 19 of the PDPA provides that notwithstanding the other provisions of Part III of the PDPA (which relate to collection, use and disclosure of personal data), an organisation may use personal data collected before the appointed day for the purposes for which the personal data was collected, unless consent for such use is withdrawn or the individual indicates or has indicated to the organisation that he does not consent to the use of the personal data. Source: [http://www.pdpc.gov.sg/docs/default-source/advisory-guidelines/advisory-guidelines-on-key-concepts-in-the-pdpa-\(1112\).pdf?sfvrsn=2](http://www.pdpc.gov.sg/docs/default-source/advisory-guidelines/advisory-guidelines-on-key-concepts-in-the-pdpa-(1112).pdf?sfvrsn=2)

that are outside the scope of network planning, such as for business, product or marketing planning for which consent may be obtained from end users.

16. IDA is also of the view that the proposed amendments would not impact licensees' provision of services even if an existing customer does not re-contract with the licensee after the minimum contract period is over. IDA understands that such end user continues to remain a subscriber of the licensee unless and until the end user terminates the service or the licensee withdraws the provision of services to the end user. In such event, the end user service agreement between the licensee and the end user should still remain in force, unless otherwise provided or agreed between the parties.
17. At the same time, IDA had proposed to remove "provisioning" and "billing" purposes, because licensees can reasonably obtain consent for such purposes (which can be included in the end user service agreements) when end users sign up for the services. Hence, there are no unique circumstances why licensees should be treated differently from other sectors in this respect. On a related point, end users' consent must also be sought to display certain information which may be personal data (e.g., telephone number, call times) in itemised bills, which licensees can reasonably obtain consent for when end users sign up.
18. In summary, IDA has decided to maintain the amendment to authorise collection and use of Residential EUSI for "planning" purposes for network operations and maintenance, but exclude the purposes of "provisioning" and "billing".

Authorisation for collection, use and disclosure of Residential EUSI without end user consent for interconnection and inter-operability purposes

19. IDA notes that there were no objections raised by the respondents and will authorise for these purposes of interconnection and inter-operability. However, one of the respondents commented that the purposes of "provisioning" and "billing" were necessary to be included for interconnection purposes. As explained above, licensees can reasonably obtain end users' consent for use of their EUSI for "provisioning" and "billing" for telecommunication services, hence IDA will not authorise for these purposes.

Authorisation for collection, use and disclosure of Residential EUSI for providing roaming-related information for in-bound roamers

20. IDA had proposed to authorise for this purpose as it increases in-bound roamers' awareness of available roaming services, and it would be impractical for licensees to expressly obtain the in-bound roamers' consent prior to their arrival in Singapore or before they roam onto a licensee's network. The provision does not extend to out-bound roamers as IDA had assessed that licensees can reasonably obtain end users' consent to disclose their EUSI when they sign up for their mobile or roaming services.

21. The respondents were supportive of this proposal, although one respondent commented that data disclosed for roaming purposes would not constitute personal data, and also proposed that consent be deemed to have been obtained from end users who had previously used roaming services because such end users would generally have been required to explicitly consent to or 'opt in' for roaming services.
22. IDA would like to clarify that even though international roaming only involves the transfer of the Mobile Subscriber ISDN Number ("**MSISDN**")<sup>5</sup> and the roamer's eligibility for roaming services and related information between mobile operators, such information can possibly be used by a licensee to identify an individual. It is possible that a licensee may have access to other information which allows it to identify the owner of a particular MSISDN, and hence data disclosed for roaming purposes may constitute personal data. On the point of recognising consent based on roaming services which end users had subscribed to previously, as explained in paragraph 13 above, the PDPC has clarified the treatment of personal data collected before the PDPA comes into effect. Therefore, organisations, including licensees, are not required to obtain fresh consent for personal data previously collected when using them for reasonable existing uses.
23. In summary, IDA has decided to maintain the amendment to authorise collection, use and disclosure of Residential EUSI for the provision of roaming-related information<sup>6</sup> to in-bound roamers.

Removal of specific purposes for which use of Residential EUSI without consent is currently allowed under the Code

24. IDA had proposed not to authorise for the purposes of: (i) providing assistance to law enforcement, judicial or other government agencies; (ii) managing bad debt and preventing fraud related to the provision of telecommunication services; and (iii) complying with any regulatory requirements imposed by IDA. This is because similar exceptions to the PDPA's consent obligation provided in Sub-section 4(6) of the PDPA and in the Second to Fourth Schedules to the PDPA can cover the policy intent of these purposes.
25. For purpose (i), one of the respondents requested for clarity on how licensees should respond to requests for information from the Court or any other government agencies should this specified purpose be removed. IDA would like to clarify that the Fourth Schedule to the PDPA already provides exceptions that cover many of the circumstances under which licensees would reasonably be expected to disclose personal data to the Court and other public agencies. Examples include where "disclosure is necessary for any

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<sup>5</sup> MSISDN is the mobile number that uniquely identifies a mobile subscription in a mobile network. Simply, it is the mobile number associated to a SIM card.

<sup>6</sup> "Roaming-related Information" includes: (i) roaming partners in the foreign jurisdiction; (ii) charges for voice, messaging and data services to the in-bound roamer's home country, in Singapore and to any other country; and (iii) the alternative roaming options available to the subscriber such as alternative call-back options or roaming rate-capped bundles.



investigation<sup>7</sup> or proceedings<sup>8</sup>” and where “disclosure is necessary to respond to an emergency that threatens the life, health or safety of the individual or another individual”.

26. On purpose (ii), IDA notes the concerns of the respondents regarding the removal of this provision. However, IDA would like to emphasise that consent for the use and disclosure of personal data for this purpose can be reasonably obtained when an individual signs up for a telecommunication service. At the same time, exceptions are provided under the Second to Fourth Schedules to the PDPA from seeking an individual’s consent where: (i) organisations collect, use or disclose personal data to recover a debt owned by the individual to the organisation or for the organisation to pay to the individual a debt owned by the organisation; or (ii) the personal data is collected by a credit bureau<sup>9</sup> from a member of the credit bureau to create a credit report, or by a member of the credit bureau from a credit report<sup>10</sup> provided by the credit bureau to that member in relation to a transaction between the member and the individual<sup>11</sup>.
27. IDA had proposed to remove purpose (iii) as IDA’s regulatory requirements are issued or mandated pursuant to IDA’s powers under the Telecommunications Act (“TA”), and the PDPA Sub-section 4(6)(b) already states that the provisions of other written law shall prevail if the provisions in the PDPA are inconsistent with the provisions of that other written law. In relation to this, one respondent sought clarification on whether this PDPA exception allows licensees to disclose Residential EUSI for requests which are not issued pursuant to the TA. IDA has assessed that this exception under the PDPA can apply to requests issued pursuant to the TA and any other legislations enacted by the Parliament of Singapore. Further, the Fourth Schedule to the PDPA provides exceptions which cover circumstances which licensees may disclose personal data without consent, pursuant to regulatory requirements. In particular, the exception for “*investigation or proceedings*” states that licensees may disclose personal data without consent if such disclosure is necessary for any investigation or proceedings relating to a

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<sup>7</sup> “Investigation” is defined in the PDPA as an investigation relating to: (i) a breach of agreement; (ii) a contravention of any written law, or any rule of professional conduct or other requirement imposed by any regulatory authority in exercise of its powers under any written law; or (iii) a circumstance or conduct that may result in a remedy or relief being available under any law.

<sup>8</sup> “Proceedings” is defined in the PDPA as any civil, criminal or administrative proceedings by or before a court, tribunal or regulatory authority that is related to the allegation of: (i) a breach of an agreement; (ii) a contravention of any written law or any rule of professional conduct or other requirement imposed by any regulatory authority in exercise of its powers under any written law; or (iii) a wrong or a breach of a duty for which a remedy is claimed under any law.

<sup>9</sup> “Credit bureau” is defined in the PDPA as an organisation which: (i) provide credit reports for gain or profit; or (ii) provide credit reports on a routine, non-profit basis as an ancillary part of a business carried on for gain or profit.

<sup>10</sup> “Credit report” is defined in the PDPA as a means of communication, whether in written, oral or other form, provided to an organisation to assess the creditworthiness of an individual in relation to a transaction between the organisation and the individual.

<sup>11</sup> There are also corresponding exceptions for when the personal data is disclosed by a member of a credit bureau to the credit bureau for the purpose of preparing credit reports, or in a credit report provided by a credit bureau to a member of the credit bureau in relation to a transaction between the member and the individual.

“breach of an agreement” or “requirement imposed by any regulatory authority in exercise of its powers under any written law”.

28. Hence, in view of the above, IDA maintains the proposal not to authorise collection, use or disclosure of Residential EUSI without consent under the Code for these three purposes, as these can be governed under the PDPA framework.

#### Other amendments

29. There were no comments raised on IDA’s proposal that Sub-section 3.2.6.2(b) of the Code prohibiting disclosure of Residential EUSI to third parties is no longer necessary since such safeguards are provided under the PDPA, and IDA will maintain this amendment.

#### **Maintain existing framework under the Code for Business EUSI**

30. IDA had proposed to retain the existing framework in the Code for the governance of Business EUSI, as Business EUSI is generally not considered personal data and would not be governed under the PDPA. However, IDA had proposed some adjustments to the current specified purposes where licensees are exempted from obtaining a business end user’s consent for use of Business EUSI, in line with the purposes authorised under the Residential EUSI framework.
31. The respondents raised similar comments and concerns on the specified purposes to be exempted from obtaining business end users’ consent, which IDA has addressed above.
32. On IDA’s proposal to remove the specified purpose of ‘managing bad debt and preventing fraud related to the provision of services’, such that licensees would have to obtain business end users’ consent for use of their EUSI for such purpose, the respondents raised similar concerns and objected to the removal. One respondent commented that cases of bad debt and fraud are not limited to residential end users only, and removing this purpose from being exempted from seeking business end users’ consent would make it more difficult for licensees to recover debts.
33. IDA notes the concerns and recognises that there is merit in retaining this specified purpose for the use of Business EUSI, to prevent impractical difficulties for licensees to manage bad debt and fraud cases among business end users. Given that under the PDPA, licensees can collect, use or disclose personal data (i.e., Residential EUSI) without consent for debt recovery, or for creating and sharing credit reports where they qualify as credit bureaus, IDA has decided not to remove this specified purpose from the Code framework for Business EUSI, for a consistent treatment of Residential and Business EUSI for managing bad debt and fraud prevention.

## **Proposed Framework Governing EUSA**

34. Currently, Sub-section 3.3.7 of the Code requires licensees to state in the EUSA that: (i) unless the end user has provided consent, the licensee will use the EUSI only for the purposes specified in Sub-section 3.2.6.2; and (ii) the additional purposes which the licensee may use EUSI for, and the means by which the end user can grant consent or withdraw consent for such purposes. IDA had proposed to remove the reference to Residential EUSI as the PDPA provides similar obligations for the notification and withdrawal of consent for personal data. However, IDA will retain these requirements for Business EUSI. The respondents did not provide specific comments on this, and IDA will proceed with these amendments.

### **PART III: CONCLUSION**

35. In summary, IDA will amend Sub-sections 3.2.6.2 and 3.3.7 of the Code as follow:

#### **Authorisation framework for Residential EUSI**

- (i) Notwithstanding whether a residential end user's consent has been obtained, a licensee may collect, use or disclose, as the case may be, Residential EUSI for the following purposes:
- a. collection or use of Residential EUSI for planning requirements in relation to network operations or network maintenance for any telecommunication service provided by the licensee, excluding activities which are commercial in nature such as business, market or product research or development<sup>12</sup>;
  - b. collection, use or disclosure of Residential EUSI for facilitating interconnection and inter-operability between licensees for the provision of telecommunication services; and
  - c. collection, use or disclosure of Residential EUSI for the provision of mobile roaming-related information to in-bound mobile roaming customers in Singapore.
- (ii) For all other purposes and areas, licensees shall act in accordance with the PDPA framework.

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<sup>12</sup> Following IDA's review, IDA has decided to make slight amendments to the drafting of this purpose in Sub-section 3.2.6.2 of the Code which was proposed in the Public Consultation, to better reflect the policy intent as explained in paragraph 15 of this Explanatory Memorandum.

### Framework governing Business EUSI

- (iii) Licensees must adopt appropriate procedures to ensure that, unless a business end user has provided prior consent, licensees will not use Business EUSI for any purpose other than:
  - a. for planning requirements in relation to network operations or network maintenance for any telecommunication service provided by the licensee, excluding activities which are commercial in nature such as business, market or product research or development;
  - b. for facilitating interconnection and inter-operability between licensees for the provision of telecommunication services;
  - c. for the provision of assistance to law enforcement, judicial or other government agencies;
  - d. for compliance with any regulatory requirement imposed by IDA authorising the use of EUSI;
  - e. for managing bad debt and preventing fraud related to the provision of telecommunication services; and/or
  - f. for the provision of mobile roaming-related information to in-bound mobile roaming customers in Singapore.
- (iv) Licensees must further ensure that, unless the business end user has provided consent, licensees will not provide the Business EUSI to any third party (including its affiliates) for the purposes of developing and marketing any goods or services.

### Framework governing EUSA for business end users

- (v) The current EUSA framework will be retained with amendments to reflect the amended specified purposes exempted from seeking consent for Business EUSI.
36. In exercise of its powers under Section 26(1) of the TA, IDA hereby amends Section 3 of the Code with effect from 2 July 2014. For ease of reference by the industry, IDA will re-issue the Code in its entirety, including the incorporation of the amendments to Section 3 of the Code. As the amendments to Section 3 of the Code apply on a prospective basis, licensees are required to ensure that EUSAs which are entered into with end users on or after 2 July 2014 comply with these amendments.
37. For the avoidance of doubt, save for the amendments to Section 3 of the Code, no other changes have been made to the Code, which shall continue to be in force.