

15th June 2007

Mr. Andrew Haire
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Dear Sir,

RESPONSE TO IDA PROPOSED CODE OF PRACTICE FOR PROVISION OF PREMIUM RATE SERVICES

Voice Response Technology would like to take this opportunity to thank IDA for the opportunity to comment on the draft Code of Practice for the provisioning of Premium Rate Service.

Voice Response Technology (VRT) is a leading premium rate service provider that provisions voice and SMS chat service via PSTN network. VRT is a company that practices its business according to the codes and regulations set by Singapore Government Authorities. VRT agrees with the approach by IDA to protect both consumers and business interest with the drafted code issued on 9th May 2007.

However it has come to our attentions that many of the codes do not categorize or does not include premium rate services that involves or utilize the voice facilities. Therefore the comments and concerns submitted hereunder are for general enquiries and clarification to several clauses and seeking IDA advise should it be relatively related to the code respectively.

**1. Clause as set out in Section 2.7.2 with reference to Section 2.7.1
Title: Duty to charge only for content**

Example A: *The advertisement invites end users to participate or to subscribe to the SMS chat service with clear indication of pricing terms, expiry date and number of total SMS messages entitled, which an upfront for the entire service fee of \$9.00 per 30 SMS Credit is payable via the 1900 Premium Rate Number. With benefit to end user, all receiving messages are free and no SMS credit will be deducted.*

Thereafter upon end users purchase, a SMS confirmation message is sent to the end user with purchase information and guide to how to start service. However at any time during the subscription period where the end user request for information by sending an outgoing SMS using the keyword command as per followings;

- a) *<HELP> for further assistance*
- b) *<STOP> to temporarily stop the service*
- c) *<START> to continue the service*
- d) *<ME> to check the SMS credit balance*

the SMS credit will deduct accordingly by per request.

Question (1): With the above mentioned Example A, does this provisioning cross any of the code practises as set out in Section 2.7.2

Example B: *The advertisement invites end users to participate or to subscribe to the SMS chat service with clear indication of pricing terms, expiry date and number of total SMS messages entitled, which an upfront for the entire service fee of \$9.00 per 30 SMS Credit is payable via the 1900 Premium Rate Number. With benefit to end user, all receiving messages are free and no SMS credit will be deducted.*

**In addition, 5 complimentary SMS credit will be add on upon subscription to allow end users should they require any information, help, and assistance at anytime during the subscription period.*

Thereafter upon end users purchase, a SMS confirmation message is sent to the end user with purchase information and guide to how to start service. However at any time during the subscription where the end user request for information by sending an outgoing SMS using the keyword command as per followings;

- e) <HELP> for further assistance*
- f) <STOP> to temporarily stop the service*
- g) <START> to continue the service*
- h) <ME> to check the SMS credit balance*

the SMS credit will deduct accordingly by per request.

Question (2): With the above mentioned Example B, does this provisioning cross any of the code practises as set out in Section 2.7.2

2. Clause as set out in Section 2.8.1

Title: Duty to indicate charges in all chargeable messages

Example A: *A person subscribes to an SMS Chat service where the premium rate service provider charges him upfront of \$9.00 for 30 SMS Credit payable via the 1900 Premium Rate Number or Internet Payment facilities. Thereafter the end user will redeem their available or entitled SMS Credit.*

Question (3): With the above mentioned Example A, does this provisioning applicable to the code practises as set out in Section 2.8.1

3. Clause as set out in Section 2.10.3 (d)

Title: Duty to provide clear, accurate and timely billing

Question (4): Under the circumstances where the premium rate service provider is to ensure that the billing advise for its premium rate service to the end user contains the required minimum information, in which in most cases the billing advise for 1900 Premium-Rate-Number is issued by the billing network operator or the main collecting agent Singtel, for its mobile subscribers and also to collect from other mobile operators such as Starhub and M1 for its mobile subscribers respectively.

With the above understanding to how such billing and collection is done by respective operators with the premium rate service provider had no control to the respective mobile operators, how shall the premium rate service provider ensure such required information to be put into practise.

Question (5): Under the circumstance where a Licensee (Company A herein also known as Powering Engine) facilitates the provision of a premium rate service that is controlled, managed or operated by any other party (Company B herein also known as Service Provider) who is not a licensee, although the Licensee agrees to the code of practise set out, should the billing advise to the end user appears as per followings/or;

- a) service by the Service provider (Company B)
- b) service by the Service provider (Company A)
- c) service by (Company B) and powered by (Company A)

With the above options to which/or both party should appear in end user's billing advise, that can only determine the compliance to the code as set out in Section 2.10.3 (d)

4. Clause as set out in Section 2.12.1
Title: Duty relating to dispute over charges

Question (6): What is the definition of 'incorrect'?

- a) Amount that is wrongly charged by premium rate service provider? For example, suppose to charge 88cents, but has been charged 90cents instead.
- b) Does this include if the person's phone number has been misused by others?
For example lost or stolen mobile phone.
- c) After verifying that the charges and call logs tally with both billing network operator and premium rate service provider, is this person still responsible to pay the premium rate service provider?
- d) What will be the degree in believing that the person has been charged incorrectly? Or the person has used the premium services unintentionally?
- e) If the person's phone number is an unlisted or non-detectable number, are we able to take the billing network operator's bill as final?

5. Clause as set out in Section 2.12.2
Title: Duty relating to dispute over charges

Question (7): If the person has informed the premium service provider that bill has been wrongly charged due to no usage to premium services, the following investigation will be carried out and some documents will be required.

1. A copy of the person's phone bill for premium service provider to verify all calls made to premium services.
2. A police report is required if the person has suspected it is an unauthorized calls made from their number. Such cases mainly happen when mobile phone was lost or stolen. Alternatively the person may provide the premium service provider a letter from their billing network operator to proof they have made a lost report.
3. A letter from the person to explain the dispute issue.
4. We will check through the call history for that particular number and with the above mentioned supporting documents, we will justify if the case is genuine.
5. Waiver may be granted if the case is certified genuine after all necessary investigation.

Will the above investigation sufficient to justify dispute cases Or is there a scope for investigation.

6. Clause as set out in Section 2.13.1
Title: Duty to maintain customer service hotline and record of complaints

Question (8): We access to our customer service hotline 2 times daily during working hours. All dispute and complaints have been or are being handled as promptly as possible. Particulars for person who raised the complaints will be entered, and the person is required to write in for waiver appeals. All correspondence and data will be kept in record for future reference.

With the above steps taken to resolve complaint or dispute that involve in charges, should the 'record of complaints' need to include feedback on service quality.

7. Clause as set out in Section 2.14 with reference to Section 2.14.3
Title: Duty relating to use of end user service information ("EUSI")

Question (9): Under the circumstances which the end user purchase or subscribe to the premium rate services via online or e-payment gateway where the end user has to opt-in to read, acknowledge, agree to the terms and conditions and/or the privacy policy set by the premium rate service provider before having access or redeem to the service, whereby it is clearly indicated that their electronic contact information will be use to receive further advertisement, promotions by the premium rate service provider, partners and/or its affiliated companies. However in all cases, no actual revealing of information to the third party will happen as all marketing conducted will be through the premium rate service provider itself.
An unsubscribe facilities via any electronic messages however will be provided in the receive messages.

With the above measures set by the premium rate service provider, does this provisioning cross any code of practise as set out in Section 2.14 with reference to Section 2.14.3

Question (10): Under the circumstances where the end user information was collected upon use/or access to the premium rate service, thereafter such information is used specifically by the same premium rate service provider itself to conduct its marketing efforts via non-chargeable unsolicited electronic messaging to promote similar service or new service type with clear unsubscribe facilities.

With the above mentioned efforts by the premium rate service provider to drive business, does this provisioning cross any code of practises as set out in Section 2.14

Once again VRT would like to thank you for the opportunity to provide comment on the draft code of practice and hope that this enquiries, clarifications serve in this document will be of assistance to the IDA to access further or consideration for the categories that is not specifically specified for the implementation of the new legislation. However VRT is seeking IDA advise should there be any relatively importance or answers to above mentioned concerns.

Finally if you wish to discuss anything in this document further, please do not hesitate to contact me.

Yours Sincerely,

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**This set of document is submitted on 15th June 2007 @1145am via (Softcopy) email to: Erwin_Tan@ida.gov.sg and (Hardcopy) fax to: 6211-2116 with Attention to Mr. Andrew Haire, Deputy Director-General (Telecoms)*