

Date: 14 June 2007

VIA EMAIL TO: Erwin\_Tan@ida.gov.sg

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**Attention: Mr Andrew Haire  
Deputy Director-General (Telecoms)**

**PUBLIC CONSULTATION ON THE DRAFT CODE OF PRACTICE FOR  
PROVISION OF PREMIUM RATE SERVICES**

1. Blink Mobile Ltd. (Blink) is appreciative of the opportunity to comment on the proposed Code of Practice for Provision of Premium Rate Services (the “Code”).

**About Blink**

2. Blink is a global mobile content provider, active on six continents covering over 30 countries. Blink is currently connected to 110 different telecom carriers and has access to close to 1.1 billion mobile phone users.
3. In Singapore, Blink offers to mobile phone users a range of content including self-produced and owned logos, animated wallpapers, sounds, etc, and also branded content from partners, including realtones. Blink utilizes the TV and Internet media channels to advertise our services.

**Comments on the Sections of the Code**

We would like to raise our concerns on the following sections of the proposed Code:

**4. Section 2.2.1 d (C)**

Section 2.2.1 d (C) requires the advertisement to contain “step-by-step” instructions on how an end-user can unsubscribe to a service. The wording used is too extensive / detailed and if interpreted literally will arise in confusion between parties. We suggest that general but relevant provided information on how to subscribe or unsubscribe from the service suffice. We have observed that several parts of the Code require such “step-by-step” instructions and urge more general requirements as per our recommendation.

**5. Section 2.2.2, Example A**

Section 2.2.2, Example A includes reference to key terms of the service being included in marketing or service based messages to the customer. We find this will eventually, due

to the 160 characters limitation per message, result in the customer receiving multiple messages to achieve this requirement. This will both cause annoyance as well as incur costs to the customer. As such, we urge you to reconsider this as both the advertisement as well as the welcome message contain references to all resources a customer can access (from the internet or via a toll-free customer care number). To the best of our experience we have met the required standards of business practice by providing this facility to the customer.

We have observed that several parts of the Code require such inclusion of key term and urge more general requirements as per our recommendation.

**6. Section 2.5.2(b)**

Section 2.5.2(b) requires that the subscription reminder to be sent to an end-user at least once a week. We find this requirement to be detrimental to the sustenance of our service and in addition are of the opinion that weekly reminder will cause more annoyance to the customer than be of benefit. We feel a monthly reminder will achieve your goals far better.

**7. Section 2.5.2(i)**

Section 2.5.2(i) requires the reminder message to contain, inter alia, the date on which the subscription will be automatically renewed if the end-user does not unsubscribe.

This will require technical implementation and costs which will eventually be born by the customer. Being informed on a monthly basis of a service currently subscribed to is in our opinion sufficient information for a customer to be told (see Section 2.5.2(b)).

Including a date adds to benefit.

**8. Section 2.5.5**

Section 2.5.5 prohibits premium rate service providers from imposing any charges for any confirmation or reminder messages sent to end-users. As certain mobile operators impose fees for data or text messages, and these fees are standard carrier fees imposed on the customer, it is not within our control to guarantee that the customer will not incur costs. We, however, will not impose premium fees when sending such confirmation or reminder messages. We suggest to redraft the wording of this section to avoid confusion.

**9. Section 2.7.1**

Section 2.7.1 states that, inter alia, a premium rate service provider must ensure that it does not impose charges on end-users for messages which do not contain actual content or relate to the person's use of the premium rate service. The section then proceeds to identify information which would be considered to not contain actual content (and hence premium rate service provider are not able to charge for).

We only charge customers for content subscribed for, and all related charges. However section 2.7.1 leaves the interpretation too wide and we suspect this will impose extreme

liability on us as a service provider and as such do not agree to this section being included in the Code. If it was reworded towards ensuring that a customer is only charged for subscribed content, we would be more in agreement.

**10. Section 2.10**

We have no control on billing the customer as this is done via the operators. As such we cannot agree to taking on the responsibilities stipulated in this section as it is out of our hands.

**11. Section 2.12.1**

Please see our comments with regards to the requirement as specified in section 2.10.

**12. Section 2.12.3**

Please see our comments with regards to the requirement as specified in section 2.10. In addition, the obligations outlined in this section should in effect be imposed on the network operators.

**13. Section 2.12.1**

As a practice we provide the highest level of customer care and in cases of genuine complaints refunds are always processed with expedience. However, we urge IDA to consider that many fraudulent complaints come in on a regular basis and to interpret every complaint as genuine is not accurate. As such please consider this fact and redraft this section.

We once again thank you for allowing us the opportunity to comment on this Code. We hope our opinion is taken into consideration.

Yours faithfully,

**Blink Mobile Ltd.**  
Karel Tempelaar  
Chief Financial Officer