MOBILE**MARKETING**ASSOCIATION

U.S. Consumer Best Practices

Version 6.1

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*On **April 1, 2011** the changes in this document will take effect for all digital advertising formats & message flows. For print, radio, television media advertisements changes in this document will take effect on **June 1, 2011**.

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Introduction: US Consumer Best Practices

The Mobile Marketing Association (MMA) is the premier global non-profit trade association established to lead the growth of mobile marketing and its associated technologies. The MMA is an action-oriented organization designed to clear obstacles to market development, establish mobile media guidelines and best practices for sustainable growth, and evangelize the use of the mobile channel. The more than 750 member companies, representing over forty countries around the globe, include all members of the mobile media ecosystem. The Mobile Marketing Association's global headquarters are located in the United States and it has regional chapters including North America (NA), Europe, Latin American (LATAM) and Asia Pacific (APAC) branches.

As the primary source for mobile marketing information and expertise, the MMA is dedicated to:

- Provide an industry forum to work cooperatively to resolve key issues
- Unify industry-wide, global and regional work groups that focus on industry initiatives
- Provide representation for the mobile marketing industry for major legislative bodies worldwide
- Globally share perspectives on mobile marketing for Europe, Asia, Americas, and Africa
- Fuel B2B interaction through seminars, conferences and events
- Develop metrics to measure ad delivery and consumer response
- Develop open and compatible mobile marketing technical and creative standards
- Define and publish mobile marketing practices on privacy, ad delivery, ad measurement, etc.
- Provide effective guidelines for mobile marketing to advertisers, agencies and consumers
- Serve as the key advocate on behalf of the mobile marketing industry

The MMA US Consumer Best Practices (CBP) committee focus is on consumer protection and privacy. The CBP committee brings together numerous stakeholders in the mobile ecosystem in an on-going effort to improve the mobile subscriber experience in North America and to create greater operational efficiencies throughout the industry.

The Mobile Marketing Association's (MMA) Consumer Best Practices (CBP) Guidelines, for the United States market, provides a guide to implementing short code programs. Fundamentally, the Cross Carrier section of the guidelines document is a compilation of accepted industry practices, wireless carrier policies, and regulatory guidance that have been agreed upon by representative member companies from all parts of the off-deck ecosystem. While the MMA CBP committee strives to implement policies that encourage the growth of the off-net industry, the primary focus is on consumer protection and privacy, as industry growth without consumer satisfaction is not sustainable.

The US Consumer Best Practices Committee developed these guidelines in collaboration with representatives from the following member companies:

3C Interactive	mBlox, Inc.	Telcordia Technologies, Inc.
4INFO, Inc.	Mobile Messenger	Telescope, Inc.
AT&T Mobility	Motricity	Thumbplay Inc.
BANGO	Neustar, Inc.	T-Mobile USA
Brightkite	OpenMarket	Velti
Buongiorno	Payfone	VeriSign, Inc.
Cellfish Media LLC.	Publicis NA	Verizon Wireless
Distributive Networks	Snackable Media	Virgin Mobile USA
FOX Mobile Entertainment	Sprint-Nextel	Wells Fargo Bank
Lavalife Mobile	Sybase, Inc.	

At the beginning of each year, the MMA holds an industry forum to solicit feedback on the CBP guidelines from representatives of the Mobile Marketing ecosystem. In January 2011, more than 200 individuals, representing over 120 companies, were in attendance. The industry forum is held annually. To receive information on this event as well as other MMA related events please sign up for the newsletter here: http://mmaglobal.com/resources/newsletter_signup

For more information, please contact:
Mobile Marketing Association
Email: mma@mmaglobal.com
www.mmaglobal.com

Purpose: Standardize, & Simplify

This document attempts to standardize U.S. Carrier business rules for mobile value added services that exist outside of the carrier network (also known as "off-deck" or "off-portal" services). In doing so, the purpose is to continually reduce the number of different rules between carriers to improve the consumer experience.

Scope: Standard Rate, Premium Rate, and Free to End User

From a pricing perspective, there are three categories of short code programs. This document groups the standards according to these categories:

- Standard Rate – The consumer is charged standard messaging fees (per message, or decremented from their messaging bundle) when participating in the program. Premium fees are not charged.

- Premium Rate – The consumer is charged premium fees in addition to standard messaging fees applying.

- Free to End User (FTEU) – The consumer incurs no charges at all for participating in the program. The carrier waives standard message fees for these programs.

References: MMA documents and links for reference purposes

The following documents provide additional sources of information and reference:

MMA Code of Conduct
http://www.mmaglobal.com/codeofconduct.pdf
MMA Glossary of Terms
http://www.mmaglobal.com/glossary.pdf
MMA Mobile Advertising Guidelines
http://www.mmaglobal.com/mobileadvertising.pdf
MMA Introduction to Mobile Coupons
http://www.mmaglobal.com/mobilecoupons.pdf
MMA Introduction to Mobile Search
http://www.mmaglobal.com/mobilesearchintro.pdf
MMA Mobile Advertising Overview
http://www.mmaglobal.com/mobileadoverview.pdf
MMA Mobile Applications
http://www.mmaglobal.com/mobileapplications.pdf
MMA Mobile Marketing Sweepstakes & Promotions Guide
http://www.mmaglobal.com/mobilepromotions.pdf
MMA Mobile Search Use Cases
http://www.mmaglobal.com/mobilesearchusecases.pdf
MMA Off Portal - An Introduction to the Market Opportunity
http://www.mmaglobal.com/offportal.pdf
MMA Short Code Primer
http://www.mmaglobal.com/shortcodeprimer.pdf
MMA Understanding Mobile Marketing: Technology & Reach
http://www.mmaglobal.com/uploads/MMAMobileMarketing102.pdf
Mobile Marketing Association Website
http://www.mmaglobal.com
Telephone Consumer Protection Act
http://www.the-dma.org/guidelines/tcpa.shtml
TRUSTe
http://www.truste.org
CAN-SPAM
http://www.fcc.gov/cgb/policy/canspam.html
Common Short Code Administration
http://www.usshortcodes.com
COPPA
http://www.ftc.gov/ogc/coppa1.htm
FTC Guide Concerning Use of the Word "Free" and similar representations site defining 'free'
www.ftc.gov/bcp/guides/free.htm

Recent Changes

Version 6.1
Below is a list of changes modified between version 6.1 of this document and the previous version 6.0 (released on March 1, 2011)

Effective Date Correction
- On April 1, 2011 the changes in this document will take effect for all digital advertising formats & message flows. For print, radio, television media advertisements changes in this document will take effect on June 1, 2011.

Charitable Giving Guidelines Content Addition
- 2.20-1: Added statement noting that carriers have different policies

Verizon Audit Grid
- Updated and corrected the list of active audit rules and severity levels.

Version 6.0
Below is a list of changes modified between version 6.0 of this document and the previous version 5.2 (released on June 1, 2010):

Structural Changes
- Cross Carrier standards have been separated into stand-alone sections by billing type in order to make the document easier to use.
- General Guidelines have been propagated to each individual billing type section to support stand-alone rules for each billing type. Billing type specific guidelines were added to General Guidelines, resulting in renumbering and removal of redundant sections.
- All Cross Carrier sections have been re-numbered.
- Matrix updates were made for all Cross Carrier sections.
- The program approvals section has been removed and the guidelines added to General Guidelines sections.
- From the old program approvals section, Section 5.2 for charitable giving has been moved to Premium Guidelines and changed to section 2.21.
- Removed certification and audit sections from Cross Carrier Guidelines; there are no guidelines.

Content Changes
- NEW Standard Rate guidelines were created:
    o 1.1-2, 1.1-3 Define two types of standard rate programs: Recurring and One-Time Message programs. In the rest of the document, guidelines were modified to clarify when they apply to new or recurring programs or both.
    o 1.2-7 Allows advertising to use HELP messaging in lieu of providing full customer support information, when it is required.
    o 1.5-3 Requires handset verification when recurring program opt-in happens from the web or other non-mobile originated source.
    o 1.5-7 Defines required elements for opt-in confirmation messages.
    o 1.7 Provides requirements when standard rate programs are changing short codes. This section provides for full consumer transparency and provides the opportunity for opt-out when short code changes are made.

- - 1.10-6 Requires customer service contact information be included in program Terms and Conditions.
    - 1.10-7 Requires message frequency be included in the T&Cs.
- Standard Rate guidelines were updated:
    - 1.2-4 thru 1.2-6 Updated required elements in advertising messaging programs, by ad channel (eg. print, tv, radio/audio, web). (Replaces old #1.3-3 thru 1.3-7)
    - 1.6-6 Allows for a STOP reply MT that tells a user who isn't subscribed to anything that they aren't subscribed to anything. This replaces the requirement for a notification that they had been opted out, even if they'd never been opted in.
    - 1.6-13 Changed automatic opt-out due to inactivity requirement from 6 months to 18 months. (Old #1.7-17)
    - 1.8-8: Updated guidance on inclusion of "msg&data rates may apply" in HELP messages.
- Standard Rate Cross Carrier Examples were added and numbering was removed.
- Sprint audit criteria have been updated with new audits (marked in highlights).
- Updated version of T-Mobile playbook has been added.
- AT&T added to section 2 and 3: Failed Billing Retry, Stacked and Incentive Marketing, and Inappropriate Content. Audit section
- Verizon added an updated version of the Premium SMS monitoring and enforcement guide.

Version 5.2

Below is a list of changes modified between version 5.2 of this document and the previous version 5.1 released in May 2010:

Carrier Specific Sections

- Updates to the Sprint section of this document. These updates have been made to accurately reflect the recent updates for this specific operator. Changes, unless otherwise noted, are effective on June 1, 2010.

Cross Carrier Standards

Section 1: Standard Rate

Standard Rate Cross Carrier Guidelines

1.0 General Guidelines

	Guideline	MMA ID
1.0–1	At a minimum, programs (including short code, IVR and WAP sites) should be run in a manner that is congruous with the letter and spirit of the MMA Global Code of Conduct for Mobile Marketing. The Code of Conduct is located at:http://www.mmaglobal.com/codeofconduct.pdf	CCS-01
1.0-2	At all times, programs must be in accordance with applicable federal and state laws, rules and regulations.	CCS-02
1.0-3	Wireless subscribers have a right to privacy.	CCS-07
1.0-4	All content must be available for all audiences.	CCS-70
1.0-5	Short codes are approved and provisioned based on the specific program submitted to the aggregator and carrier.	CCS-03 CCS-256
1.0-6	If the content provider wishes to run new, modified, or additional programs on the short code, they must submit the additional program for approval to the aggregator/carrier.	CCS-04 CCS-257
1.0-7	For example, here are some changes and additions that must be submitted for carrier approval (for a comprehensive list, please refer to specific carrier policies): • Addition or modification of sweepstakes to the program • Opt-in/opt-out logic change (not including keywords) • Deviations from Consumer Best Practices • Material change in content	CCS-05 CCS-258
1.0-8	Finally, here are modifications that should trigger a notification to the carrier via the aggregator within five business days: • Content provider care contact information • Brand name changes • Early termination of program	CCS-06 CCS-259
1.0-9	For programs that use MMS, all keywords in this document should be supported via both SMS and MMS.	CCS-11

1.1 Messaging Frequency Guidelines

	Guideline	MMA ID
1.1-1	Content providers must always be cognizant of the number of messages they are sending to participants in their programs to avoid a poor user experience.	CCS-09
1.1-2	A "one-time" message program results in only one message being delivered to the user.	CCS-268
1.1-3	A "recurring" message program results in multiple messages being delivered to the user. This is also called a standard rate subscription program or an alert program.	CCS-269
1.1-4	The information submitted to the carrier for program approval should include the estimated frequency with which end users will receive messages. Note that many standard rate applications will involve event-triggered alert messages, the frequency of which cannot be precisely predetermined.	CCS-242 CCS-261

1.2 Guidelines for Advertising Messaging Programs

	Guideline	MMA ID
1.2-1	When promoting programs, content providers should ensure that their advertising in all forms is clear and conspicuous regarding all terms and conditions associated with offers and adheres to all state and federal regulations.	CCS-12
1.2-2	Use of the word "free" varies by carrier. However, when there are no fees or charges other than standard messaging and data charges, synonyms (i.e. complimentary, promotional, no charge) are supported by all carriers and must be used with the phrase "Msg & Data Rates may apply". The communication stating that "Msg&Data Rates May Apply" should be added at the lower third of the commercial or advertisement when "free" appears in the audio or visual. The verbiage around the placement of "Msg&Data Rates May Apply" should be clear and conspicuous on the call to action/promotion/advertising and should NOT be deceptive in any nature nor lead to an indirect subscription of services. Illegible font sizes or presentment (including scrolling or moving graphics) and obscuring of the disclaimer "Msg&Data Rates May Apply" are prohibited.	CCS-30
1.2-3	Program advertising or its placement must not be deceptive about the functionality, features, or content of the underlying program.	CCS-93

1.2-4	Print Advertising must include:
	  a) Additional carrier costs (Msg&Data Rates May Apply)
	  b) A resource (such as a website or phone number) where subscribers can reference all terms and conditions.
	  c) If the program is recurring, instructions on cancelling or opting-out of the service must be included. If the program being advertised is non-recurring, then STOP messaging is not required
		CCS-270

1.2-5	Television, Radio and Audio Advertising must include: a) Additional carrier costs (Msg&Data Rates May Apply)	CCS-271

1.2-6	Web Advertising must include:
	  a) Additional carrier costs (Msg&Data Rates May Apply)
	  b) A resource (such as a website or phone number) where subscribers can reference all terms and conditions.
	  c) The frequency of the messaging
	  d) Instructions for obtaining help (HELP)
	  e) If the program is recurring, instructions on cancelling or opting-out of the service must be included. If the program being advertised is non-recurring, then STOP messaging is not required.
		CCS-272

1.2-7	Instructions on using the HELP keyword (i.e. Text HELP for help) may be provided in lieu of full customer service contact information in advertising materials.	CCS-273
1.2-8	If space is not available for the full terms and conditions, the location where the full terms and conditions may be accessed without charge to the consumer must be disclosed (e.g. via a website address and/or toll free phone number).	CCS-87

1.3 Advertising to Children

The offering of programs that engage children under 13 in the promotion/consumption of digital content of any type (including SMS and MMS) imposes important ethical obligations, responsibilities, and sensitivity that all industry participants are expected to uphold. The Consumer Best Practices Guidelines call for all participants in the ecosystem to ensure that their activities and their businesses are consistent with and supportive of the principles listed in this section.

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CCS-23.5

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	Guideline	MMA ID
1.3-1	Industry participants must comply with all applicable laws and industry standards that apply to advertising and marketing to children. This includes compliance with the FCC's Children's Television Act as it applies to the promotion of commercial websites, the FTC's Children's Online Privacy Protection Act (COPPA), FTC advertising regulations, Children's Advertising Review Unit (CARU) guidelines and various trade organization regulations such as those set forth by the MPAA and ESRB.	CCS-24
1.3-2	All industry participants are also expected to ensure that the products being marketed are appropriate for the intended audience. As such, products that would be considered "mature" or might be considered dangerous or harmful to children (including, for example, alcohol, Rx and OTC medication, household cleaners, etc.) should not be marketed to children.	CCS-25

1.4 Viral Marketing

Viral marketing is the communication via text message or other mobile content including ringtones, games and wallpaper by a process in which consumer A receives the message, identifies consumer B whom they believe will be interested in the message, and initiates a process – such as inputting a phone number – by which consumer B will automatically receive the message.

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CCS-13

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	Guideline	MMA ID
1.4-1	A viral message must disclose to the recipient (consumer B) that the message was forwarded by another consumer (consumer A), as well as the identity of that consumer.	CCS-16
1.4-2	Permitted viral marketing campaigns include those where: The originator (consumer A) is a non-commercial entity and manually intervenes to select a recipient (consumer B) to receive the message, e.g., by inputting the secondary recipient's mobile phone number (must identify the originator of the message); AND The forwarded message is directed to Consumer B's mobile telephone number. Note: If Consumer A is sending from the mobile web, Consumer A's identity must be verified prior to any message being sent from mobile web.	CCS-17
1.4-3	Content providers/aggregators are responsible for ensuring compliance with all applicable state and federal laws regarding commercial text messaging.	CCS-18
1.4-4	Prohibited viral marketing practices include: • Forwarding messages automatically via an application (e.g., accessing a consumer's contact list or address book).	CCS-19
1.4-5	• Forwarding Messages to an Internet domain name assigned to a wireless operator for mobile messaging service.	CCS-20
1.4-6	• Providing inducements – e.g., payments, discounts, free goods or services – in exchange for a consumer's agreement to forward a message.	CCS-21

1.4-7	• Origination of the communication from a commercial source	CCS-22
1.4-8	• Sending communication to deactivated numbers.	CCS-23

1.5 Opt-In

	Guideline	MMA ID
1.5-1	Content providers must obtain opt-in approval from subscribers before sending them any SMS or MMS messages or other content from a short code.	CCS-08
1.5-2	Program flow and information must not be misleading in any way.	CCS-104
1.5-3	Recurring standard rate programs require a single opt-in. However, when opt-in occurs via the web or other non-mobile point of origination, the content provider must obtain verification that the subscriber is in possession of the handset being opted-in to the service.	CCS-37
1.5-4	For recurring standard rate programs, subscribers should indicate their willingness to participate in a program and receive messages from the program as follows:	CCS-100

1.5-5	1. Subscriber initiates opt-in to a recurring Standard Rate Program by responding to a call to action (CTA)
	    i.) Subscriber may send a Mobile Originated (MO) message from their handset to the short code.
	    ii.) Subscriber may initiate opt-in from a web interface
	    iii.) Subscriber may initiate opt-in from a WAP interface
	    iv.) Subscriber may initiate opt-in from an IVR system
	    v.) Subscriber may initiate opt-in from a paper-based consent form
	2. Program responds with pertinent phone, program, and contact information via a Web/WAP/IVR/handset/paper application-based form.
		CCS-101

1.5-6	If web-based opt-in is used for a standard rated campaign the PIN code sent to the subscriber for confirmation may be placed anywhere in the message. For web-based opt-ins, the use of a PIN code, although not required, is suggested to confirm possession of the handset.	CCS-102

1.5-7	After opt-in to a recurring program, a confirmation Mobile Terminating (MT) message must be sent to the subscriber containing, at minimum, the following information:
	    a) Service description
	    b) Additional carrier costs (e.g. Msg&Data Rates May Apply)
	    c) Frequency of messaging
	    d) Customer support information (HELP)
	    e) Opt-Out information (STOP)
		CCS-274

1.5-8	This opt-in applies only to the specific program a subscriber is subscribed to and should not be used as a blanket approval to promote other programs, products, and services. However, after the subscriber has been given the complete details about the opt-in scope, the subscriber may opt-in to receive other messages. A content provider may, however, communicate with existing opted-in subscribers through non-premium messages that a) notify subscribers of updates to their existing service or b) are part of a retention program for that particular service. Directions to unsubscribe from these messages must be clearly available with the delivery of each message.	CCS-103
1.5-9	Selling mobile opt-in lists is prohibited.	CCS-15
1.5-10	When a subscriber ports his/her telephone number between carriers, he/she is required to re-opt-in to all short code programs.	CCS-105

1.6 Program Termination, STOP and Opt Out

	Guideline	MMA ID
1.6-1	Content providers must offer subscribers the opportunity to cancel the service at anytime. The following rules govern program opt-out:	CCS-38
1.6-2	A subscriber must be able to stop participating and receiving messages from any program by sending STOP to the short code used for that program. • END, CANCEL, UNSUBSCRIBE or QUIT should also be opt-out key words for all programs; however, content providers should feature the word STOP in their advertising and messaging. • The opt out keyword STOP sent by the subscriber cannot be case sensitive • The STOP keyword must work in the native language of the program. In a non-English program, the English keyword must not return an error message. • Short code programs must ignore subsequent non-keyword text included in STOP MOs. • Short codes running MMS programs should handle the STOP keyword correctly, regardless whether the subscriber sends the keyword via MMS or SMS. • When sent, these words cancel the subscriber's previous opt-in for messaging.	CCS-40
1.6-3	If the subscriber is participating in multiple programs on the short code, there are two options for the content provider when a subscriber sends an opt-out request: 1) The content provider sends a menu of the programs the subscriber is subscribed to and the subscriber has the responsibility to reply with the specific keyword to the specific program they would like to be opted out of. To ensure subscribers also have a way to opt-out of all programs within this menu, STOP ALL must be added to the menu choices. The stop menu message does NOT need to contain i) "Msg&Data Rates May Apply" ii) Sponsor contact information. 2) Or if the subscriber sent STOP or STOP ALL to the short code, they are opted-out of all programs they were enrolled in on that short code.	CCS-41
1.6-4	When STOP, or any of the opt-out keywords above, is sent to a program, the program must respond with an MT message, whether or not the subscriber is subscribed to the program.	CCS-50
1.6-5	When the user is subscribed to a recurring program, an MT message confirming the opt-out should be sent to the subscriber. This should not be a premium message. This message should reference the specific program the subscriber has opted-out from. No further messages should be sent to the subscriber from this program, including marketing messages for any related or unrelated programs.	CCS-48
1.6-6	When the user is not currently subscribed to a recurring program, or the program is one-time program where the subscriber will not receive additional messages, then an MT message may be sent that only confirms that the user is not subscribed to any programs on this short code and indicates that no further messages will be sent.	CCS-275
1.6-7	This STOP command functionality requirement applies to all programs, including one-time use programs where the subscriber will not receive additional messages. This is to avoid subscriber confusion around the use of the STOP command.	CCS-43
1.6-8	The STOP command should never result in an error being sent back to the subscriber.	CCS-44

1.6-9	For recurring programs, directions on how to unsubscribe from the program should be included in program messaging on a regular basis.	CCS-08
1.6-10	Any IVR system that offers the possibility to opt-in to a mobile service must also offer the possibility to opt-out. This should be available through the IVR, customer service, a web site, or SMS.	CCS-49
1.6-11	The content provider must record and store all opt-out transactions.	CCS-52
1.6-12	If a user is inactive (no program MTs or MOs exchanged) in any recurring message program for eighteen months, the opt-in should expire. At that time, it is permissible to send the subscriber one final MT message notifying them that his/her username and other subscription information will be deleted from the program. No messages to the subscriber after the expiration are permitted unless the subscriber re-opts-in to the program.	CCS-106

1.7 Program Short Code Transfer

	Guideline	MMA ID
1.7-1	A subscriber to a recurring program may be transferred to a new short code without a new opt-in, as long as the content and purpose of the alerts remain the same as what the subscriber opted-in to receive and the content provider has not changed. Under these circumstances, the following notifications must be provided:	CCS-277
1.7-2	The subscriber must receive notice on the short code they originally opted into that the program will be moving to a new short code. This message must include instructions on how to opt-out of the program. This should be the last message sent by the program on the old short code.	CCS-278
1.7-3	When the program initiates on the new short code, the first alert the subscriber receives must remind subscribers of the short code change and include instructions on how to opt-out of the program.	CCS-279
1.7-4	Any alert list transferred or sold to a new content provider for the purposes of remarketing is considered SPAM and is grounds for short code de-provisioning.	CCS-280

1.8 Customer Care and HELP Guidelines

	Guideline	MMA ID
1.8-1	Help messaging commands, phone numbers, URL's, and email addresses should result in the subscriber receiving help with his issue. Dead ends that do not provide a manner in which the subscriber may resolve his issue are not acceptable.	CCS-53
1.8-2	A subscriber can receive help information by sending the word HELP to any program. The HELP keyword should work on all short code programs. HLP is optional for HELP, but not required. • The HELP keyword sent by the consumer cannot be case sensitive • For short codes running MMS programs, a help response should be returned whether the subscriber sends in HELP to the short code via MMS or SMS • The HELP keyword must work in the native language of the program. In a non-English program, the English keyword must not return an error message.	CCS-68
1.8-3	To help subscribers understand their participation, each program should respond with the program details listed below when the subscriber sends the keyword HELP to the program short code.	CCS-57.5
1.8-4	• Identity of program sponsor—This is defined as the program name, company name, or brand associated with the campaign.	CCS-58

1.8-5	• Customer support info — Either a toll-free number or Web address, or e-mail address	CCS-59
1.8-6	• Service description of program — For example, Fun Stuff Chat.	CCS-60
1.8-7	• Opt-out information	CCS-62
1.8-8	If the short code has multiple programs (keywords) on the same short code, the application should respond in one of two ways: 1) If the subscriber has opted in to only one program, the application should supply the information for the program the subscriber is opted-in to. 2) If the subscriber has opted-in to multiple programs, the application should present a multiple-choice question asking the subscriber what program they would like help on. The first help menu does NOT need to include: "Msg&Data Rates May Apply", STOP, Or Sponsor Contact Information The menu should contain a question asking what the subscriber seeks help with and a list of options for the user to get help on. Once the user has identified the program they want help with, the appropriate help information must be in the subsequent MT.	CCS-55
1.8-9	When HELP is sent to a program, the program must respond with an MT message, whether or not the subscriber is subscribed to the program, and whether the program is a subscription program or not. HELP must always result in a response.	CCS-281
1.8-10	Subscribers must be able to reach customer service through the IVR for assistance with the IVR mobile program.	CCS-67
1.8-11	Should there be multiple programs running on the short code, the subscriber can be directed to a Web site, WAP site, or toll-free number that provides a better customer care experience, as long as basic information about the program is in the help reply message. A help menu is preferred over sending the consumer to these places for help. The help menu content descriptions are outlined above.	CCS-65

1.9 Customer Record Maintenance

	Guideline	MMA ID
1.9-1	To the extent that carriers supply deactivation and recycled number information, content providers and aggregators are required to have appropriate and effective systems and processes for managing deactivation and recycled number information. These systems and processes should be designed to ensure that mobile content programs subscribed to by previous holders of a specific phone number do not continue to be delivered or billed to a subsequent holder of that number when it is reassigned. Content providers and aggregators should process deactivation information within three business days of receipt.	CCS-69
19-2	Independent of method of entry (SMS, MMS, Web, WAP, IVR) opt-in and opt-out records - including single, double and triple opt-in records – should be retained from the time the subscriber opts-in until a minimum of six months after the subscriber has opted-out of the program (minimum opt-in archiving period is one calendar year). These records should be made available to the aggregator or carrier upon request.	CCS-107
1.9-3	The content provider is responsible for tracking program opt-in information by subscriber.	CCS-123

1.10 Terms and Conditions

	Guideline	MMA ID
1.10-1	Terms and Conditions at a minimum must contain the following:	

1.10-2	• STOP instructions in BOLD lettering	CCS-82
1.10-3	• HELP instructions in BOLD lettering	CCS-83
1.10-4	• Program sponsor information, defined as the program name, company name, or brand associated with the campaign	CCS-84
1.10-5	• For standard rate programs: "Msg&Data Rates May Apply". The text "standard rates may apply" is no longer being used. To better inform consumers that message and data changes may be applicable the new terminology above has been adopted. Different forms of the above text include: Message and Data Rates May Apply, Msg&data rates may apply, Msg&data rates may apply.	CCS-85
1.10-6	• Customer Service Contact Information: either a toll-free number, a web submission form or an email address.	CCS-282
1.10-7	• Guidance on the frequency with which the subscriber may expect to receive messages for the duration of the program. Note that for many applications, this cannot be precisely predetermined by the content provider. In this case, the guidance should relate to the expected message frequency under normal circumstances.	CCS-240
1.10-9	All material terms and conditions of the program should be clearly communicated.	CCS-88
1.10-10	Carrier compatibility - clearly and conspicuously disclose that content is not available on all carriers, as applicable. Include list of supported carrier names whilst excluding all other carrier names.	CCS-90
1.10-11	If the content provider offers multiple services, separate T&C's per service should be provided instead of generic T&C's that cover all offered services.	CCS-91
1.10-12	If a checkbox is used to indicate a consumers' acceptance of the terms and conditions, it is not permissible for the checkbox to be pre-checked.	CCS-89

1.11 Tobacco & Alcohol Programs

	Guideline	MMA ID
1.11-1	Soft alcohol marketing is generally allowed. Soft alcohol is defined as beer and wine.	CCS-71
1.11-2	Hard alcohol programs should only be marketed in locations that have age verification (bars, nightclubs).	CCS-72
1.11-3	Alcohol marketing should not directly promote the use of or consumption of alcohol.	CCS-73
1.11-4	Any reference to the abuse of alcohol, drugs, tobacco or other controlled substances is strictly prohibited. This includes verbal and non-verbal actions in which a person could conclude that promotion of drug use is intended.	CCS-74
1.11-5	Tobacco companies engaging in promotional mobile marketing programs, defined as programs that DO NOT directly advocate or promote the use or consumption of tobacco, must maintain their commitment to responsible marketing via age verification practices compatible with mobile program opt-in methods.	CCS-75
1.11-6	Any program brief submitted for carrier approval on behalf of a tobacco brand must illustrate the integration of electronic age verification methods (use of third party vendors to confirm legal age and identity) into the program opt-in process.	CCS-76
1.11-7	Program opt-in is only completed once the mobile subscriber has been verified as an adult tobacco consumer.	CCS-77

1.12 Sweepstakes & Contests

Sweepstakes and contests, including those conducted on the mobile platform, are among the most regulated of marketing tactics.

Mobile Sweepstakes and Contests definitions:

Sweepstakes *- A sweepstakes is a legal game that includes a prize, and a game of chance. No consideration is allowed.*
Contest *- A contest is a promotional mechanism that includes a prize, and a game of skill. Consideration is allowed, but there cannot be any element of chance.*
Lottery *- A lottery is a game that includes a prize, a game of chance, and consideration. Federal legislation and State laws govern (and disallow) all lotteries for promotional purposes.*
Consideration *- Although the definition of consideration varies from state to state, generally, consideration means that a willing participant is required to purchase something or pay for access to be eligible to enter a game.*

	Guideline	MMA ID
1.12-1	Consideration may be monetary or non-monetary (an example of non-monetary consideration is a sweepstakes where the participant is required to provide detailed consumer information to be eligible).	CCS-96
1.12-2	All sweepstakes must offer a free Alternative Method Of Entry (AMOE). Allowing participants to enter via mail, internet, fax or Interactive Voice Recognition (IVR) via a toll free number are all forms of AMOE, but are not the only forms of free AMOE.	CCS-97
1.12-3	Anyone running a sweepstakes should seek legal guidance when drawing up rules.	CCS-98

Standard Rate Examples

Opt-In Examples

Standard Rate Single Opt In – Recurring Alert Subscription
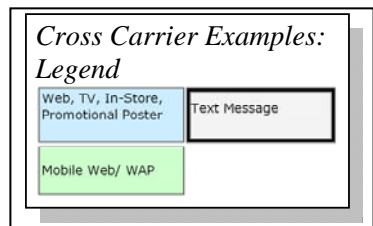
Call to Action:	The following is advertised:
Program sponsor →	Upmobile Ski Alerts!
Service Description →	Send us the resort name, we'll send you the snow conditions. Txt 'Mammoth' to 12345 to receive ongoing alerts for Mammoth resort.
Frequency of Messaging →	Get 10 msgs/month.
Customer Support Info →	Text HELP for help.
Opt Out Info →	To stop text STOP.
Additional Carrier Costs →	Msg&Data Rates May Apply.
Terms & Conditions →	T&Cs avail at www.mammoth.com/mobile.

Step 1:	User responds to Call to Action and sends an MO "Mammoth"

Step 2: Confirmation MT	User receives the following MT Message:
Service description→	Welcome to Upmobile: Mammoth Ski Alerts!
Additional carrier costs→	Msg&Data Rates May Apply.
Frequency of messaging→	Get 2 msgs/week.
Customer Support Info →	Reply HELP for help.
Opt Out Info →	Reply STOP to cancel.

Step 3: Alert MT	User receives the following MT Message:
Alert →	UpMobile: Mammoth Ski Alert @ 5pm PST! 12" of fresh powder fell! Roadways are open with light traffic.

Step 4: Renewal Reminder	User receives the following MT Message:
Service description→	REMINDER: Subscribed to Upmobile: Mammoth Ski Alerts!
Additional carrier costs→	No Charge, but Msg&Data Rates May Apply.
Customer Support Info →	Reply HELP for help
Opt Out Info →	Reply STOP to cancel.

Standard Rate Single Opt In – One Time Message

Call to Action: The following is advertised:

Program sponsor →
Service Description →

Additional Carrier Costs →
Terms & Conditions →

> Upmobile Ski Alerts!
>
> Send us the resort name, we'll send you the snow conditions. Txt 'Mammoth' to 12345 to receive an alert for Mammoth Resort.
>
> Msg&Data Rates May Apply.
>
> T&Cs avail at www.mammoth.com/mobile.

Step 1:   User responds to Call to Action and sends an MO "Mammoth"

Step 2: Alert MT   User receives the following MT Message:

Program sponsor →
Content →

> UpMobile / Mammoth Mountain:
>
> 12" of fresh powder fell! Roadways are open with light traffic.

Standard Rate IVR Opt In

Call to Action   The following is advertised:

Program sponsor →	WOD: Weather on Demand.
Service Description →	Call 888-222-2222 to get current weather for your area sent to your phone. Dial 0 for help.
Customer Support Info →	Txt HELP for help.
Opt Out Info →	To stop txt STOP.
Additional Carrier Costs →	Msg&Data Rates May Apply.

Step 1: User responds to Call to Action

User calls 888-222-2222 [Mobile subscriber calls and is prompted to select SMS to phone]

Step 2: Mobile Content MT

User receives the following MT Message:

Mobile Content →

> WOD: Partly sunny with chance of showers in late afternoon. Highs in the 70 during the day, and 62 at night. Reply HELP for Help.

STOP Message Examples

Stop (Single Service)

User receives the following Mobile Terminating (MT) Message:

Program sponsor →
Discontinuation of Service →

Customer Support Info →

> Farm League Baseball Alerts.
>
> You have opted out. You will not receive additional messages.
>
> Questions, Contact: flb.com/help

Stop (Multiple Services)

Step 1: User sends STOP Mobile Originating (MO) Msg

Step 2: Help menu MT response to a STOP MO from a user

Program sponsor →

STOP ALL →
Option A →
Option B →

> Farm League Baseball: which service to stop?
>
> STOP ALL or
>
> For Sports Reply STOP SPORT to cancel
>
> For Horo Reply STOP HORO to cancel

Step 3: User responds STOP SPORT.

Program sponsor →

Discontinuation of Service →
Customer Support Info →

> You will receive no more messages from Farm League Baseball:
>
> Sports service.
>
> You have cancelled the service. Contact: flb.com/help or 800-888-8888.

Step 4: User responds STOP HORO.

Program sponsor →

Discontinuation of Service →
Customer Support Info →

> You will receive no more messages from Farm League
>
> Baseball: horoscope service.
>
> You have cancelled services
>
> Contact: flb.com/help or 800-888-8888.

HELP Message Examples

HELP Message, Single Service

Step 1: User sends HELP Mobile Originating (MO) Msg

Step 2: Help MT response:

Program sponsor → | Farm Baseball Alerts!
Service Description → | Text us your zip, we send local game day weather.
Additional Carrier Costs → | Msg&Data Rates May Apply.
Frequency of Messaging → | 4 msgs/mo
Customer Support Info → | Contact: flb.com/help or 800 888-8888.
Opt Out Info → | Reply STOP to cancel.

Help Message, Multiple Services

Step 1: User sends HELP Mobile Originating (MO) Msg

Step 2: Help menu MT response to a HELP MO from a user

Program sponsor → | Farm Baseball: which service would you like help on?
Option A → | For Sports Reply HELP SPORT for help.
Option B → | For Horo Reply HELP HORO for help

Step 3: User responds HELP SPORT. Help menu MT response is:

Program sponsor → | Farm Sports service:
Service Description → | Txt us your zip, we send local
Additional Carrier Costs → | Msg&Data Rates May Apply.
Frequency of Messaging → | Get 4 msgs/month.
Customer Support Info → | Contact: flb.com/help or 800-888-8888.
Opt Out Info → | Reply STOP to cancel.

Step 4: User responds HELP HORO. Help menu MT response is:

Program sponsor → | Farm Horoscope svc:
Service Description → | Txt us your bday, we send ur horoscope
Additional Carrier Costs → | Msg&Data Rates May Apply.
Frequency of Messaging → | 4 msgs/mo
Customer Support Info → | Contact: flb.com/help or 800-888-8888.
Opt Out Info → | Reply STOP to cancel.

Change of Short Code Example Messages

Last Alert on Old Short Code

User receives the following Mobile Terminating (MT) Message:

Program sponsor → | Farm League Baseball Alerts
Change to new code → | are moving to short code 12345. Future alerts will come from that code.
Opt-Out Information → | Reply STOP to cancel receiving Farm League Baseball Alerts.

First Alert on New Short Code

User receives the following Mobile Terminating (MT) Message:

Program sponsor → | Farm League Baseball Alerts.
Notification of new code → | will now be delivered on short code 12345.
Opt-Out Info → | Reply STOP to cancel receiving Farm League Baseball Alerts.

Standard Rate Cross Carrier Standards Matrix

This matrix is designed to give a high level overview of the standard rate programs allowed, by Carrier. These programs must comply with the CBP Guidelines and are still subject to review and approval by the Carrier.

Y = Allowed	N/A = Not Available
N = Not Allowed	CBC = Case by Case Basis

General Requirements

Requirement	Frequency	AT&T	Sprint	T-Mobile	Verizon
Single Opt-In	Recurring or One Time	Y	Y	Y[1]	Y
Handset verification for web opt-in	Recurring or One Time	Y	Y	Y	Y
IVR Opt-in	Recurring or One Time	Y	CBC	Y	N
WAP Single Opt-in	Recurring or One Time	Y	N	Y	Y
HELP/STOP Requirement	Recurring or One Time	Y	Y	Y	Y
Suggestive Images	Recurring or One Time	N	N	N	Y
Msg&Data Rates May Apply in advertising	Recurring or One Time	Y	Y	Y	Y

[1] T-Mobile requires double opt-in for Web-based opt-in.

Standard Rate Service Types

Requirement	Frequency	AT&T	Sprint	T-Mobile	Verizon
Alerts	Recurring or One Time	Y	Y	Y	Y
Chat	Recurring or One Time	Y	Y	Y	Y
Contests	One Time	Y	Y	Y	Y
Emergency Alerts	Recurring or One Time	N	CBC	CBC	CBC
Peer to Peer Gifting	One Time	CBC	CBC	N	CBC
Mobile Banking Alerts	Recurring or One Time	Y	Y	CBC	Y
Mobile Banking Transactions	Recurring or One Time	CBC	CBC	CBC	CBC
Mobile Content (Ringtones, Wallpapers, Games)	Recurring or One Time	Y	Y	Y	Y[1]
Mobile Coupons	Recurring or One Time	Y	Y	Y	Y
Sweepstakes	One Time	Y	Y	Y	Y
Text to Screen	One Time	Y	Y	Y	Y
User Generated Content	One Time	Y	Y	Y	Y
Viral marketing	One Time	Y	Y	CBC	Y
Voting/Polling/Trivia	Recurring or One Time	Y	Y	Y	Y

[1] MMS Only, Games not allowed.

Functional Capabilities

Requirement	AT&T	Sprint	T-Mobile	Verizon
Concatenated Messages	Y	CBC	Y	Y
Short Code Extension/Suffixing	CBC	CBC	CBC	CBC
Delivery Receipts	Y	N	Y	Y
Device Discovery	Y	Y	Y	Y
WAP Push	Y	N	Y	N
WAP Link	Y	Y	Y	N
Deep Linking (to On Portal)	Y	Y	Y	CBC
App Download (Off Portal)	Y	Y	Y	N
App Download (On Portal)	Y	CBC	N	CBC
Wake Up (App Directed)	Y	CBC	CBC	CBC
MMS	Y	Y	Y	Y

Section 2: Premium Rate

Premium Rate Cross Carrier Guidelines

2.0 General Guidelines

	Guideline	MMA ID
2.0	Many standard rate guidelines apply to premium rate programs.	CCS-.05
2.0–1	At a minimum, programs (including short code, IVR and WAP sites) should be run in a manner that is congruous with the letter and spirit of the MMA Global Code of Conduct for Mobile Marketing. The Code of Conduct is located at:http://www.mmaglobal.com/codeofconduct.pdf	CCS-01
2.0-2	At all times, programs must be in accordance with applicable federal and state laws, rules and regulations.	CCS-02
2.0-4	Wireless subscribers have a right to privacy.	CCS-07
2.0-5	All content must be available for all audiences.	CCS-70
2.0-6	STOP and HELP keywords must work in the native language of the program. In a non-English campaign, the English keyword must not return an error message.	CCS-268

2.1 Messaging Frequency Guidelines

	Guideline	MMA ID
2.1-1	Content providers must always be cognizant of the number of messages they are sending to participants in their programs to avoid a poor user experience.	CCS-09

2.2 Tobacco & Alcohol Programs

	Guideline	MMA ID
2.2-1	Soft alcohol marketing is generally allowed. Soft alcohol is defined as beer and wine.	CCS-71
2.2-2	Hard alcohol programs should only be marketed in locations that have age verification (bars, nightclubs).	CCS-72
2.2-3	Alcohol marketing should not directly promote the use of or consumption of alcohol.	CCS-73
2.2-4	Any reference to the abuse of alcohol, drugs, tobacco or other controlled substances is strictly prohibited. This includes verbal and non-verbal actions in which a person could conclude that promotion of drug use is intended.	CCS-74

2.3 Guidelines for Advertising Messaging Programs

	Guideline	MMA ID
2.3-1	When promoting programs, content providers should ensure that their advertising in all forms is clear and conspicuous regarding all terms and conditions associated with offers and adheres to all state and federal regulations.	CCS-12
2.3-2	Use of the word "free" varies by carrier. However, when there are no fees or charges other than standard messaging and data charges, synonyms (i.e. complimentary, promotional, no charge) are supported by all carriers and must be used with the phrase "Msg & Data Rates may apply". The communication stating that "Msg&Data Rates May Apply" should be added at the lower third of the commercial or advertisement when "free" appears in the audio or visual. The verbiage around the placement of "Msg&Data Rates May Apply" should be clear and conspicuous on the call to action/promotion/advertising and should NOT be deceptive in any nature nor lead to an indirect subscription of services. Illegible font sizes or presentment (including scrolling or moving graphics) and	CCS-30

	obscuring of the disclaimer "Msg&Data Rates May Apply" are prohibited.	
2.3-3	All advertising must clearly disclose in the audio and visual that you must be 18 years or older or have permission from a parent or guardian to participate.	CCS-31
2.3-4	All advertising must clearly disclose the subscription term, billing interval and information on how the charges will be applied (i.e., that the charges will be billed on the customer's wireless phone bill or deducted from the customer's prepaid balance).	CCS-32
2.3-5	All advertising must clearly disclose all methods of canceling the service.	CCS-33
2.3-6	Advertising must include a resource (such as a website or phone number) where subscribers can reference all terms and conditions.	CCS-34
2.3-7	All advertising and promotional material should clearly display the opt-out information.	CCS-92
2.3-8	Program advertising or its placement should not be deceptive about the functionality, features, or content of the underlying program.	CCS-93
2.3-9	When promoting programs, content providers should ensure that their advertising in all forms is clear and conspicuous regarding all terms and conditions associated with offer and adheres to all state and federal regulations. All rules delineated below also apply to any affiliate marketing sites used to promote the service with the exception of web carrier-select jump pages. Guidelines specific to carrier-select jump pages can be found in the Affiliate Marketing Web-based Carrier Select Page section.	CCS-108.5
2.3-10	If a checkbox is used to indicate a consumers' acceptance of the terms and conditions, it is not permissible for the checkbox to be pre-checked.	CCS-89

2.4 Advertising to Children

	Guideline	MMA ID
2.4-1	The offering of programs that engage children under 13 in the promotion/consumption of digital content of any type (including SMS and MMS) imposes important ethical obligations, responsibilities, and sensitivity that all industry participants are expected to uphold. The Consumer Best Practices Guidelines call for all participants in the ecosystem to ensure that their activities and their businesses are consistent with and supportive of the principles listed in this section.	CCS-23.5
2.4-2	All industry participants are expected to comply with all applicable laws and industry standards that apply to advertising and marketing to children. This includes compliance with the FCC's Children's Television Act as it applies to the promotion of commercial websites, the FTC's Children's Online Privacy Protection Act (COPPA), FTC advertising regulations, Children's Advertising Review Unit (CARU) guidelines and various trade organization regulations such as those set forth by the MPAA and ESRB.	CCS-24
2.4-3	All industry participants are also expected to ensure that the products being marketed are appropriate for the intended audience. As such, products that would be considered "mature" or might be considered dangerous or harmful to children (including, for example, alcohol, Rx and OTC medication, household cleaners, etc.) should not be marketed to children.	CCS-25
2.4-4	Marketing should not contain language that minimizes the price of a product or service (such as "only" or "just").	CCS-26
2.4-5	Advertisements should not contain language that exhorts children to buy or obtain a product or service.	CCS-27

| 2.4-6 | Advertisements should not contain language that conveys a sense of urgency about an offer or service that does not expire. | CCS-28 |
| 2.4-7 | Advertising must contain clear disclaimers in the audio and visual explaining, the cost of premium or other fees. | CCS-29 |

2.5 Viral Marketing

__Viral marketing__ is the communication via text message or other mobile content including ringtones, games and wallpaper by a process in which consumer A receives the message, identifies consumer B who they believe will be interested in the message, and initiates a process – such as inputting a phone number – by which consumer B automatically receives the message.   *CCS-13*

	Guideline	MMA ID
2.5-1	A viral message must disclose to the recipient (consumer B) that the message was forwarded by another consumer (consumer A), as well as the identity of that consumer.	CCS-16
2.5-2	Permitted viral marketing campaigns include those where: The originator (consumer A) is a non-commercial entity and manually intervenes to select a recipient (consumer B) to receive the message, e.g., by inputting the secondary recipient's mobile phone number (must identify the originator of the message); AND The forwarded message is directed to Consumer B's mobile telephone number. Note: If Consumer A is sending from the mobile web, Consumer A's identity must be verified prior to any message being sent from mobile web.	CCS-17
2.5-3	Some states have additional restrictions or flat prohibitions on commercial text messages. Before initiating any viral campaign, it is important to review the applicable state laws. Content providers/aggregators are responsible for ensuring compliance with all applicable laws.	CCS-18
2.5-4	Prohibited viral marketing practices include: • Messages forwarded by automatic means generally by means of an application, e.g., accessing a consumer's contact list or address book.	CCS-19
2.5-5	• Messages forwarded to an Internet domain name assigned to a wireless operator for mobile messaging service.	CCS-20
2.5-6	• Providing inducements – e.g., payments, discounts, free goods or services – in exchange for a consumer's agreement to forward a message.	CCS-21
2.5-7	• Origination is from commercial source	CCS-22
2.5-8	• Sending to deactivated numbers.	CCS-23

2.6 Opt-In

	Guideline	MMA ID
2.6-1	Content providers must obtain approval from subscribers before sending them commercial SMS or MMS messages and other content.	CCS-08
2.6-2	When keywords (such as YES or STOP) are referenced in this document, use of other languages is optional depending on the target demographic for the program.	CCS-10
2.6-3	For programs that use MMS, all keywords in this document should be supported via both SMS and MMS.	CCS-11
2.6-4	Regardless of type, the goal of any opt-in is to clearly communicate to the subscriber the financial obligation they are about to incur by entering the program.	CCS-37

2.6-5	Upon entering a program, the subscriber must be told how to opt-out of the program.	CCS-39
2.6-6	Beyond violating the subscriber opt-in policy, sending messages to third-party lists is not an effective interactive mobile marketing tactic.	CCS-14
2.6-7	Selling mobile opt-in lists is prohibited	CCS-15
2.6-8	When a subscriber ports his/her telephone number between carriers, he/she should be required to re-opt-in to all short code programs.	CCS-105
2.6-9	**Tobacco companies** engaging in promotional mobile marketing programs, defined as programs that DO NOT directly advocate or promote the use or consumption of tobacco, must maintain their commitment to responsible marketing via age verification practices compatible with mobile program opt-in methods.	CCS-75
2.6-10	Any program brief submitted for carrier approval on behalf of a **tobacco brand** must illustrate the integration of electronic age verification methods (use of third party vendors to confirm legal age and identity) into the program opt-in process.	CCS-76
2.6-11	Program opt-in is only completed once the mobile subscriber has been verified as an adult **tobacco consumer**.	CCS-77

2.6.1 Premium Rate Double Opt In via SMS

	Guideline	MMA ID
2.6.1-1	Premium rate programs require double opt-in	CCS-37
2.6.1-2	Premium subscribers must positively acknowledge the acceptance of a premium charge before premium charges are applied to their account.	CCS-120
2.6.1-3	Content providers must provide the following information to users before applying any premium charges: • The costs and conditions of the service • How to cancel the service • Where to find all the terms and conditions (website and/or toll free number) Sample Language: Msg&Data Rates May Apply. Call 888-888-8888/Text Help to XXX/www.XXX.com for terms. You will be charged $X.XX. Call 888-888-8888/Text HELP to XXX.www.XXX.com for terms. Msg&Data Rates May Apply. Call 888-888-8888/Text HELP to XXX/www.XXX.com for terms. [Disclose additional charges in message chain] "You must be 18 or older or have a parent or guardian's permission before downloading." "Call 888-888-8888 or text STOP to cancel."	CCS-36
2.6.1-4	The first time a subscriber participates in any premium program, they should be required to double opt-in. This requirement should apply to the first time a subscriber tries a specific program on a specific short code and is subject to specific carrier guidelines.	CCS-121
2.6.1-5	Separate programs, even if they are offered on the same short code, require a separate double opt-in.	CCS-122
2.6.1-6	If a match notification service is offered as part of a **chat** program, and the service generates premium charges, an additional opt-in should be obtained from the subscriber for this service.	CCS-214

2.6.1-7	There are three mechanisms for acceptable opt-in activity: Web-based, IVR, and handset-based. In all instances, however, the subscriber must take affirmative action to signify acceptance of the program criteria, and the content provider or aggregator should record and store the acceptance (i.e. the IVR system must store the opt-in). While there are different methods of subscriber opt-in and many ways to say the same thing, the basic tenet should be that all of the required information listed above is delivered to the subscriber in a clear and unambiguous manner.	CCS-124
2.6.1-8	Within the double opt-in flow, the following information (at a minimum) must be provided to the subscriber:	CCS-125.5
2.6.1-9	• Identity of program sponsor—Defined as the program name, company name or brand associated with the campaign.	CCS-125
2.6.1-10	• Contact details for the program sponsor— Either a toll free number, HELP via text message or a website address.	CCS-126
2.6.1-11	• Short description of program—For example, Fun Stuff Premium Chat.	CCS-127
2.6.1-12	• Pricing terms for the program—For example, $0.99 per mobile originated message; $3.99 per month.	CCS-128
2.6.1-13	• Opt-out information. Opt-out information does not need to be in the initial PIN (or Reply Y) MT message. • In replacement of STOP, HELP must be included in the initial PIN (Or Reply Y) MT message.	CCS-129
2.6.1-14	Examples of affirmative double opt-in responses include these: YES, Y, GO, OKAY, OK, K, O.K., SURE, YEP, YEAH	CCS-130
2.6.1-15	Content providers should not redirect subscribers from one type of program (i.e. Ringtone subscription) to another type of program (i.e. Horoscope alert subscriptions) due to handset or account limitations. The two offers cited above are materially different and should be treated as such in all advertising and promotion.	CCS-146
2.6.1-16	In all materials (advertising, opt in, terms and conditions) the price must be in numerical format including the "$" sign.	CCS-263

2.6.2 Premium Rate Double Opt In from Internet-MIN and PIN Entry Page

	Guideline	MMA ID
2.6.2-1	Many consumers prefer to provision and interact with SMS programs using the Internet. Initial opt in may be performed at the content provider hosted web MIN entry page. MIN and PIN entry pages must only be controlled by content providers.	CCS-264
2.6.2-2	If the second opt-in is from the Internet, the content provider must positively confirm that the authorized subscriber is acknowledging the opt-in. This can be done by the user inputting on the website a PIN code sent via an MT message to the mobile phone number that the consumer has provided on the website ("PIN Confirmation Message"), or by the consumer responding via an MO message, such as replying Y or YES, to an MT message that is sent to the mobile phone number the consumer has provided.	CCS-131
2.6.2-3	This PIN message must also include program pricing and terms.	CCS-132
2.6.2-4	For premium campaigns the PIN code, or "reply Yes" type text, must be after the program pricing information.	CCS-133
2.6.2-5	In addition, the content provider should use this channel to provide more detailed information about the program. Regardless of the web opt-in details, the goal is that the entire terms of the offer must be clear to the subscriber through the process.	CCS-134

| 2.6.2-6 | The following guidelines apply to MIN and PIN entry pages:
• The price must:
   o be within a 125-pixel range of the MIN entry field with no other text in between except text related to pricing. No marketing. No cross-sell or up-sell. Nothing distractive from pricing. (Sprint/Nextel individual carrier rules apply)
   o be at least size 16px/1em (Sprint/Nextel individual carrier rules apply)
   o have a color contrast of 125 (Sprint/Nextel individual carrier rules apply)
   o be in numerical format including the "$" sign.
   o The total price must be shown as it will appear on the customer's bill.
   o The price and term must not contain any other text besides the price and term.   See example **CCS-EG-11**.
• Disclosure of actual product/service, quantity, whether it is a subscription service and renewal term must be present as part of the main offer;
• There must not be unapproved or inappropriate content on the page as defined by individual carriers.
• Display only carrier logos distributed from or approved by carriers;
• The word 'free' must not be used inappropriately as per CCS-119
• When using a checkbox, no pre-checked T&Cs boxes are allowed. Pre-checked boxes are allowed by all carriers except Sprint when differentiating between different premium offers (i.e. subscription at $9.99 or single purchase at $2.99); There must be a link to the privacy policy on the MIN entry or PIN entry page or both.
• Indication that games/applications are not available for specific carriers, as applicable
• Do not promote binary programs for non-binary carriers

*Mobile Web and Premium WAP deck will not allow pixel measurement, Carrier specific rules apply here. | CCS-265 |
| 2.6.2-7 | The following guidelines apply to the Terms and Conditions on the MIN and PIN entry pages:
• Wording should be identical if both pages are used in the purchase flow
• Website MIN and PIN entry pages must display at least the first three lines above the fold of the screen as viewed on a 1024x768 resolution monitor. If the full terms of service are not displayed, then there must be a link to them as part of the summary T&Cs. (Some carriers/audit agencies measure 1024 x 632 pixels within the browser to equal resolution of 1024x768" using the Firefox web browser.)
• Information must apply to the specific product(s) being sold.
• Carrier compatibility should be stated
• If not all content is compatible with all handsets, that should be stated
• Give notice that would be participant is the account holder or has the account holder's permission to participate
• T&Cs can not be in scrolling box
• State price, billing frequency and "message and data rates may apply"
• If the service is a subscription, indicate the billing term, that renewal occurs automatically and that charges continue until cancelled by the customer
• Disclose that the premium charge will be added to the subscriber's | CCS-266 |

	wireless phone bill or deducted from their prepaid balance account • Give help instructions and toll free customer care number where available	

2.6.3 Premium Rate Double Opt In via IVR

	Guideline	MMA ID
2.6.3-1	Some consumers prefer to initiate new SMS services from an IVR (Interactive Voice Response) platform. The IVR phone number is used in the providers call to action. The caller dials into the IVR system initiating the first opt-in. The IVR prompts must clearly explain the service, pricing and/or billing and offer details to the consumer. After the details of the program have been relayed to the subscriber via the IVR system, the subscriber is prompted to press a key to enter into the IVR program. This key press is recorded by the system and constitutes the caller's second opt-in to the program. Regardless of the opt-in process, the goal is that the entire terms of the offer must be clear to the subscriber through the process. An example of Opt-in via IVR can be found at CCS-EG-04.	CCS-135
2.6.3-2	Some mobile related services are initiated from an IVR (Interactive Voice Response) platform. An IVR phone number (800 number, local number, premium rate number, pound (#) code or other) is used in the providers' call to action.	CCS-136
2.6.3-3	When the consumer dials into the IVR system (initial opt-in), the IVR should outline the service and offer details	CCS-137
2.6.3-4	The IVR system should then subsequently ask the consumer to confirm their purchase with a key press (secondary opt-in).	CCS-138
2.6.3-5	The user's input must be captured to record his consent (double opt-in).	CCS-139
2.6.3-6	The IVR should then send a confirmation MT message to the user's handset.	CCS-140
2.6.3-7	In cases where the number the user is calling from differs from the number the service will be billed to (for example in the case of land-line callers); a PIN verification message has to be sent out by the IVR to the mobile number the service will be billed on.	CCS-141
2.6.3-8	The consumer must input the PIN into the IVR system prior to the provider initiating and billing the service	CCS-142
2.6.3-9	The above confirmation step should be recorded and stored by the IVR system.	CCS-143
2.6.3-10	In the case where content is purchased, users should be informed of the next steps to download and install their new content on their phone.	CCS-144
2.6.3-11	Consumers should be re-informed of how to call back and get help in case of problems downloading or installing their content.	CCS-145

2.6.4 Premium Rate Double Opt In via Participation TV (PTV)

	Participation TV allows home viewers to interact with the TV program via their mobile device. There are three types of PTV programs. Participation TV programs can be FTEU, Standard Rate, or Premium Rated.	*CCS-147*
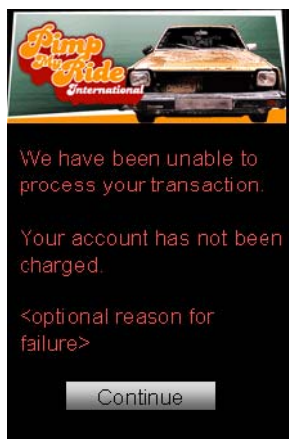
	Guideline	MMA ID
2.6.4-1	When there is a premium SMS rate associated with the PTV program there is a possible exception to the double opt-in rule. To qualify for the exception, the following pricing elements should exist and the call to action should contain the following conditions:	CCS-148
2.6.4-2	• The interaction is transaction-based messaging, not subscription.	CCS-149

2.6.4-3	• A thank you message, including advice of charge, should be sent following the MO. This is also where textual content can be added as well as the opportunity to ask if the participant would like to receive more information from the show. This message can be truncated not to exceed 320 characters (2 SMS messages).	CCS-150
2.6.4-4	• If there is a limit to the number of votes a subscriber may submit to the program, this limit needs to be communicated once the subscriber has passed the limit.	CCS-151
2.6.4-5	The on-air call to action and advice of charge needs to be clear and conspicuous, and needs to contain the following elements:	CCS-152
2.6.4-6	• Premium charges must be included in the first line of the CTA.	CCS-153
2.6.4-7	• The first call to action must include both verbal and visual instruction on program pricing. Subsequent calls to action may be visual only given that if the program extends beyond 60 minutes, one verbal call to action must be included every half hour.	CCS-154
2.6.4-8	• If there is a time frame to enter it should be included in verbal and visual instructions.	CCS-155
2.6.4-9	• The call to action (CTA) should communicate the location of legal terms and conditions and FAQs (Frequently Asked Questions).	CCS-156
2.6.4-10	• Visual call to actions should use a minimum of 22 or 23 scan lines or font size of 12 in order to ensure the details are legible in the CTA, when used in conjunction with a verbal call to action and be onscreen for 3 seconds for the first line of text and 1 second for each additional line. A minimum of 23 scan lines should be used when the call to action does not include a verbal call to action.	CCS-157
2.6.4-11	The call to action shall clearly identify verbally and textually any charges the consumer will incur on their mobile invoice by interacting with participation TV program. Examples of verbal scripts or textual language that should be included in the CTA by tariff type can be found.	CCS-158

2.6.5 Premium Rate Double Opt In via Mobile Web/ WAP

Please refer to specific carrier guidelines on Mobile Web and Premium WAP details requirements and the difference between them.

	Guideline		MMA ID
2.6.5-1	Best practice includes ensuring that the consumer is advised of any failures in the WAP payment flow. A payment failure page should be presented in the event that the billing request is unsuccessful.		CCS-169
2.6.5-2	The page should contain the text set out in the items below.: • Clicking "Continue" from this failure page should take the user back to the content provider site."		CCS-170

2.6.5-3	• There is an optional field to provide more detail on the reasons for failure (out of funds, unsuccessful connection, etc.) where the billing platform provides this information in real-time.	CCS-171
2.6.5-4	• Carrier ability to waive double opt-in—In certain instances, carriers may waive the double opt-in on a program-by-program basis.	CCS-172
2.6.5-5	Because opt-in and opt-out messages are administrative in nature, they should not result in any premium charges for the subscriber.	CCS-173

2.7 Program Termination and Opt Out

	Guideline	MMA ID
2.7-1	Directions on how to unsubscribe from the program should be included in program messaging on a regular basis.	CCS-08
2.7-2	Content providers must offer subscribers the opportunity to cancel the service at anytime. Charges for services that are billed daily may only be applied for services received up to the date of cancellation.	CCS-35
2.7-3	It is fundamental to the concept of control that a subscriber maintains the ability to stop participating and receiving messages from a short code program when desired. To facilitate this capability, the following general rules govern program opt-out:	CCS-38
2.7-4	A subscriber can stop participating and receiving messages from any program by sending STOP to the short code used for that program. • END, CANCEL, UNSUBSCRIBE or QUIT should also be opt-out key words for all programs; however, content providers should feature the word STOP in their advertising and messaging. • The opt out keyword STOP sent by the subscriber cannot be case sensitive • The STOP keyword must work in the native language of the program. In a non-English program, the English keyword must not return an error message.	CCS-40
2.7-5	Programs can support other opt-out words, but at a minimum, they must support these five words outlined above.	CCS-42

2.7-6	If the subscriber is participating in multiple programs on the short code, there are two options for the content provider when a subscriber sends an opt-out request:
	• The content provider sends a menu of the programs the subscriber is subscribed to and the subscriber has the responsibility to reply with the specific keyword to the specific program they would like to be opted out of. To ensure subscribers also have a way to opt-out of all programs within this menu, STOP ALL must be added to the menu choices. The stop menu message does NOT need to contain
	  i) "Msg&Data Rates May Apply"
	  ii) Pricing
	  iii) Sponsor contact information.
	• Or if the subscriber sent STOP ALL to the short code, they are opted-out of all programs they were enrolled in on that short code.
		CCS-41

2.7-7	This STOP command applies to all programs, including one-time use programs where the subscriber will not receive additional messages. This is to avoid subscriber confusion around the use of the STOP command.	CCS-43
2.7-8	The STOP command should never result in an error being sent back to the subscriber.	CCS-44
2.7-9	Short codes running MMS programs should handle the STOP keyword correctly, regardless whether the subscriber sends the keyword via MMS or SMS.	CCS-45
2.7-10	Short code programs should support mixed case opt-out commands and ignore subsequent non-keyword text.	CCS-46

2.7-11	When sent, these words cancel the subscriber's previous opt-in for messaging.	CCS-47
2.7-12	An MT message confirming the opt-out should be sent to the subscriber. This should not be a premium message. This message should reference the specific program the subscriber has opted-out from. No further messages should be sent to the subscriber from this program, including marketing messages for any related or unrelated programs.	CCS-48
2.7-13	Any IVR system that offers the possibility to opt-in to a mobile service must also offer the possibility to opt-out. This should be available through the IVR, customer service, a web site, or SMS.	CCS-49
2.7-14	When STOP, or any of the opt-out keywords above, is sent to a program, the program should respond with an MT message, whether or not the subscriber is subscribed to the program or not.	CCS-50
2.7-15	Content providers should periodically scan their MO logs for subscribers that are clearly trying to unsubscribe to a service, but are not following the programmed rules. And then take the action to end their subscription based on those MO logs.	CCS-51
2.7-16	The content provider (or the aggregator) should record and store all opt-out transactions.	CCS-52
2.7-17	If a subscriber is inactive in any program for six months, the opt-in should expire. At that time, it is permissible to send the subscriber one final MT message notifying them that his/her username and other subscription information will be deleted from the program. No messages to the subscriber after the expiration are permitted. This provision does not apply to programs where the subscriber may have stored value (i.e., remaining credits) with the content provider.	CCS-106
2.7-18	No additional premium charges should be applied to the subscribers account after the opt-out command is received from the subscriber.	CCS-174
2.7-19	Subscribers should be able to terminate their participation in a subscription program as specified in the opt-out section. Below are additional requirements for terminations of subscription programs:	
2.7-20	• When a subscriber opts-out of a program, no further premium charges should be submitted by that program for that subscriber.	CCS-198
2.7-21	• There should be no minimum subscription periods for any program. For clarity, this does not mean that pro-ration is required.	CCS-199
2.7-22	• For subscription services that do not originate from an MO text message, but originate for example from a direct URL entry or search link to a WAP site, the payment advice page must clearly and conspicuously present the following program details:	CCS-200
2.7-23	• Identification of the program as a subscription and the billing interval.	CCS-201
2.7-24	• Contact details for the program sponsor—Either a toll-free number or a Web site address for opt-out details.	CCS-202
2.7-25	This should include use of the STOP command or its variants, as set out above, and a mobile or PC website where the user can list live subscriptions and cancel any or all of these.	CCS-203
2.7-26	**For chat programs**, the subscriber should be opted-out after 90 days of inactivity. An informational message informing the subscriber of the opt-out may be sent.	CCS-213
2.7-27	Regardless of the subscriber's status, he/she should be able to opt-out of the program at any time.	CCS-225

2.8 Customer Care and HELP Guidelines

	Guideline	MMA ID
2.8-1	It is important for subscribers to understand and be in control of their participation in short code programs; therefore, program information should be transparent. Regardless of manner of entry for a subscriber, help messaging commands, phone numbers, URL's, and email address' should result in the subscriber receiving help with their issue. Dead ends that do not the result in the ability for subscribers to resolve their issues are not acceptable.	CCS-53
2.8-2	Subscribers must be able to reach customer service through the **IVR** for assistance with the IVR mobile program.	CCS-67
2.8-3	A subscriber can receive help information by sending the word HELP to any program. HELP or HLP key words should work for all subscriber requests. HLP is optional for HELP, but not required. • The HELP keyword sent by the consumer cannot be case sensitive • The HELP keyword must work in the native language of the program. In a non-English program, the English keyword must not return an error message.	CCS-68
2.8-4	For short codes running MMS programs, a help response should be returned whether the subscriber sends in HELP to the short code via MMS or SMS.	CCS-54
2.8-5	HELP messages should not result in premium charges to the subscriber's bill.	CCS-56
2.8-6	Responses to HELP requests should be available to anyone who requests help information from the short code via SMS.	CCS-57
2.8-7	To help subscribers understand their participation, each program should respond with the program details listed below when the subscriber sends the keyword HELP to the program short code if they are only subscribed to one service.	CCS-57.5
2.8-8	• Identity of program sponsor—This is defined as the program name, company name, or brand associated with the campaign.	CCS-58
2.8-9	• Customer support info — Either a toll-free number or Web address.	CCS-59
2.8-10	• Service description of program — For example, Fun Stuff Premium Chat.	CCS-60
2.8-11	• Service price—For example, $0.99 per mobile originated message; $3.99 per month.	CCS-61
2.8-12	• Opt-out information	CCS-62
2.8-13	• Privacy statement, if applicable.	CCS-63
2.8-14	Help messages do not need to contain renewal date information.	CCS-64
2.8-15	If the short code has multiple programs (keywords) on the same short code, the application should respond in one of two ways: If the subscriber has opted in to only one program, the application should supply the information for the program the subscriber is opted-in to. If the subscriber is opted-in to multiple programs, the application should present a multiple-choice question asking the subscriber what program they would like help on. The help menu does NOT need to include: "Msg&Data Rates May Apply", STOP, Pricing, Or Sponsor Contact Information The menu should contain a question of what the subscriber seeks help with and a list of options for the user to get help on.	CCS-55
2.8-16	Should there be multiple programs running on the short code, the subscriber can be directed to a Web site, WAP site, SMS quiz session, or toll-free number that provides a better customer care experience, as long as basic information about the program is in the help reply message. A help menu is preferred over sending the consumer to these places for help. The help menu content descriptions are outlined above.	CCS-65

2.8-17	Where there is no short code initiating access to the service, help must be provided as a link from WAP payment presentation pages. This page containing help should, at a minimum, identify services that are currently opted into, opt-out (cancellation) information, pricing and payment terms. It is recommended that a PC-accessible web site be provided into which a user entering their cell phone number can retrieve detailed information on all live services provided by that program sponsor.	CCS-66
2.8-18	For premium rated programs, HELP should be advertised in the confirmation and second MT message.	CCS-176

2.9 Customer Record Maintenance

	Guideline	MMA ID
2.9-1	To the extent that carriers supply deactivation and recycled number information, content providers and aggregators are required to have appropriate and effective systems and processes for managing deactivation and recycled number information. These systems and processes should be designed to ensure that mobile content programs subscribed to by previous holders of a specific phone number do not continue to be delivered or billed to a subsequent holder of that number when it is reassigned. Content providers and aggregators should process deactivation information within three business days of receipt.	CCS-69
2.9-2	Independent of method of entry (SMS, MMS, Web, WAP, IVR) opt-in and opt-out records - including single, double and triple opt-in records – should be retained from the time the subscriber opts-in until a minimum of six months after the subscriber has opted-out of the program (minimum opt-in archiving period is one calendar year). These records should be made available to the aggregator or carrier upon request.	CCS-107
2.9-3	The content provider/aggregator is responsible for tracking program opt-in information by subscriber.	CCS-123

2.10 Promotional Content

	Guideline	MMA ID
2.10-1	This section describes the use of promotional content. Regardless of the descriptions of pricing below, all marketing and promotion of content must comply with the Best Practices articulated in the Advertising section of this document, specifically the use of the word FREE.	CCS-78
2.10-2	*Marketers sometimes want to use mobile content as a marketing technique to entice consumers to participate in mobile programs. Mobile Marketing content falls into two different categories: Promotional Content, Premium Content*	*CCS-79*
2.10-3	***Promotional Content*** *- This content is usually proprietary (e.g., a corporate mascot logo as a wallpaper, or a promotional wallpaper from a content provider) and not for sale elsewhere in the mobile channel. Since it is not possible to purchase this content, and offering it to consumers promotes the use of data services, programs that include this type of content are generally approved by the carriers.*	*CCS-80*

| 2.10-4 | **_Premium Content_** – _This is content that consumer pays associated fees to obtain, and is generally available for sale elsewhere in the mobile channel. There are two possible uses of free of charge premium content in a mobile marketing context:_

    Premium Content Given Away _- To Increase Content Sales – An example of how Premium Content may be used to increase content sales is a program where a content provider gives away Premium Content to entice the consumer to purchase additional content, or to enter a content subscription. These programs are usually run by the content provider themselves, or by other service providers whose main goal is to increase premium content sales. Programs that provide content without charge to entice consumer to participate in the program will be approved by the carriers on a case-by-case basis._

    Premium Content Used In Advertising _- An example of how Premium Content may be used in advertising is a program where the advertiser is not a content provider and gives away content that is also for sale elsewhere in the mobile channel. An example is a consumer packaged goods (CPG) company that gives away a ringtone from a recording artist they have a relationship with. These programs will be approved by the carriers on a case-by-case basis._ | _CCS-81_ |

2.11 Sweepstakes & Contests

Sweepstakes and contests, including those conducted on the mobile platform, are among the most regulated of marketing tactics. — _CCS-94_

**Mobile Sweepstakes and Contests definitions:** — _CCS-95_

Sweepstakes _- A sweepstakes is a legal game that includes a prize, and a game of chance. No consideration is allowed._

Contest _- A contest is a promotional mechanism that includes a prize, and a game of skill. Consideration is allowed, but there cannot be any element of chance._

Lottery _- A lottery is a game that includes a prize, a game of chance, and consideration. Federal legislation and State laws govern (and disallow) all lotteries for promotional purposes._

Consideration _- Although the definition of consideration varies from state to state, generally, consideration means that a willing participant is required to purchase something or pay for access to be eligible to enter a game._

	Guideline	MMA ID
2.11-1	Consideration may be monetary or non-monetary (an example of non-monetary consideration is a sweepstakes where the participant is required to provide detailed consumer information to be eligible).	CCS-96
2.11-2	All sweepstakes must offer a free Alternative Method Of Entry (AMOE). Allowing participants to enter via mail, internet, fax or Interactive Voice Recognition (IVR) via a toll free number are all forms of AMOE, but are not the only forms of free AMOE.	CCS-97
2.11-3	Anyone running a sweepstakes should seek legal guidance when drawing up rules. This is especially important if premium SMS is being considered as part of the sweepstakes.	CCS-98
2.11-4	Poorly written and/or incomplete sweepstakes rules can, and will, result in delays in carrier program approval and/or carrier rejection, even for non-premium sweepstakes.	CCS-99

2.12 Use of 'Free' and 'Bonus' Terminology

	Guideline	MMA ID
	The FTC defines the use of '**free'** in its 'FTC Guide Concerning Use of the Word "Free" and Similar Representations'. The FTC defines 'Free' as: *(Excerpt) The public understands that, except in the case of introductory offers in connection with the sale of a product or service (See paragraph (f) of this section), an offer of ``Free'' merchandise or service is based upon a regular price for the merchandise or service which must be purchased by consumers in order to avail themselves of that which is represented to be ``Free''. In other words, when the purchaser is told that an article is ``Free'' to him if another article is purchased, the word ``Free'' indicates that he is paying nothing for that article and no more than the regular price for the other. Thus, a purchaser has a right to believe that the merchant will not directly and immediately recover, in whole or in part, the cost of the free merchandise or service by marking up the price of the article which must be purchased, by the substitution of inferior merchandise or service, or otherwise.*	CCS-283
2.12 - 1	The program is not promoted as "free" when premium fees are associated with the program that the subscriber will pay with a reasonable level of participation in the program. If there are obligations associated with the term 'free', the full commercial offer should be disclosed in the same manner at point of offer as the 'free' promotion. The entire offer must be presented in same place (i.e. banner ad, top of ad, etc.). It is important that if the word FREE is used in promoting the service that it be accompanied by WITH SUBSCRIPTION for premium subscription content, or FREE with transport charges. Free should never be promoted alone and should always have an indication or means of transport. 'Bonus' or 'Complimentary' are acceptable alternative terms to the word 'free' provided there is terminology that indicates the consumer is signing up for a program in order to receive the bonus or complimentary content.	CCS-119

2.13 Terms & Conditions

	Guideline	MMA ID
2.13-1	Terms and Conditions must contain the following: • Carrier pricing and messaging frequency	CCS-111
2.13-2	• If the service is a subscription	CCS-112
2.13-3	• Information disclosing that the premium charge will be added to the subscriber's wireless phone bill or deducted from their prepaid account	CCS-113
2.13-4	• Contact info (#800, email address, or website)	CCS-114
2.13-5	• The above terms apply to WAP sites IF the subscriber is charged for accessing the WAP site home (or landing) page. Otherwise, all advice of charges must be clearly and conspicuously presented within the site, as shown in the example **CCS-EG-06**.	CCS-115
2.13-6	• That the payment will be made to the subscriber's wireless phone bill.	CCS-165
2.13-7	• That the user will be advised of all charges before being billed.	CCS-166
2.13-8	• The description that will appear on the subscriber's phone bill or deducted from their pre-paid balance.	CCS-167
2.13-9	• There should be a link providing customer care contact information and advice that other ancillary charge, such as carrier data charges, that may be incurred.	CCS-168

2.14 Bill Face Descriptors

	Guideline	MMA ID
2.14-1	Where applicable, the content provider or vendor may remind the subscriber of the bill-face descriptor that will appear on their wireless phone bill. This reminder could take the form of a text message, web based copy, an audio prompt or text within a print ad. The ability of vendors to provide this information accurately depends upon the disclosure and accuracy of the carrier bill-face formats provided by the carriers.	CCS-236
2.14-2	Bill Face Descriptor: Carriers may choose to include bill face descriptors for FTEU messages, consistent with those described in the section "Customer Care" in this document. In this case, the descriptors should be clearly denoted as free of charge.	CCS-251

2.15 Premium Billing Dispute Resolution

Customer satisfaction is essential to the ongoing health of the mobile ecosystem, and is a key to the continued growth of mobile marketing. As such, we understand the importance of establishing a mechanism that empowers consumers to address questions or concerns regarding a mobile transaction.

	Guideline	MMA ID
2.15-1	Potential Scenarios requiring Dispute Resolution: • Subscriber cannot cancel text-messaging service. • Subscriber ordered content (e.g., Ringtone, Games and Movies), but content either did not stream, download or does not load properly. • Subscriber disputes a PSMS charge on his phone bill (one-time). • Subscriber disputes a SMS subscription service. • Subscriber feels he has been deceived by a mobile marketing message and/or program. Dispute Resolution Principle: • Dispute resolution is in the sole discretion and management of each wireless carrier for their respective customers.	CCS-237

2.16 Affiliate Marketing

Affiliate Marketing *is a process whereby a content provider provides financial consideration to one or more persons or entities in exchange for their agreement to offer content providers' products and/or services to consumers.*   *CCS-116.5*

	Guideline	MMA ID
2.16-1	To ensure that advertising of mobile products and services offered via Affiliate Marketing is clear and accurate, content providers engaging in Affiliate Marketing agree that: • Marketing via the email channel shall comply with the CAN-SPAM Act of 2003 (Controlling the Assault of Non-Solicited Pornography & Marketing Act) and any and all implementing regulations promulgated by the Federal Trade Commission and the Federal Communications Commission, and;	CCS-116
2.16-2	• Mobile Identification Number (MIN) entry, and Personal Identification (PIN) entry pages (including but not limited to pages that provide a mechanism for users to make a purchase of content providers' products and services) must be controlled and monitored by the applicable 3.7-content provider for compliance to applicable law and MMA Guidelines.	CCS-117

2.16.1 Affiliate Marketing Web-based Carrier Select Page

	Guideline	MMA ID
2.16.1-1	Content providers should terminate their relationship with any party engaged in Affiliate Marketing on their behalf that is found to be non-compliant. Web pages used for affiliate marketing are commonly known as Jump Pages. Jump pages, which are third party hosted pages that redirect a consumer to one or more content provider's websites, are known as Carrier-Select Jump Pages. The following describes what is required and not allowed on Carrier-Select Jump Pages: **Required** - If any alternative wireless content is being advertised it must be disclosed in a font no smaller than 1/2 the font size of the primary offer description and no further than 20 pixels from the primary offer description with a minimum of 25 point font size - Carrier logos distributed from or approved by carriers. **Not allowed** - Purchase flow; - Request/take MIN or PIN information; - Inappropriate or unapproved content per individual carrier guidelines - Inappropriate use of the word 'free' (CCS-30) - Use of carrier logo or name if advertising any service when that service is not supported by that carrier.	CCS-118

2.17 Premium WAP Sites

	Guideline	MMA ID
2.17-1	Access to content presented in the form of browse-able WAP sites may be initiated by SMS short code, by WAP push from a PC website, by direct entry of a URL, by clicking a search link, etc. While opt-in may not originate through an SMS short code, subscribers are still billed "on-net" through PSMS or direct carrier billing connections, placing such sites under the governance of these Consumer Best Practice Guidelines.	CCS-159
2.17-2	The same opt-in rules apply for WAP sites as for SMS program double opt-in IF there is any charge associated with accessing the first page of a WAP site presented when the subscriber selects a service message (embedded link or WAP push message), or browses to that page by any other means.	CCS-160
2.17-3	There is no requirement for opt-in text messages IF the first page of a WAP site presented to the user does not incur a charge, and any subsequent charges are clearly setout, requiring an explicit user action as described below.	CCS-161
2.17-4	Before any billing events can be generated, the advice of charge must be presented clearly to the customer, in substantially the same format as the payment flow shown below.	CCS-162
2.17-5	There must be an explicit "Buy" button visible to the user on the first screen of the payment details page. Only when the user clicks this button should a billing event be generated. "Buy" may be replaced with "Subscribe" or "Purchase" terminology.	CCS-163
2.17-6	There must be an explicit "Cancel" button available to the user on the first screen of the payment details page immediately below the Buy button and visible without requiring the user to scroll down the screen.	CCS-164

2.17-7	There must be an explicit "Terms and conditions" link available to the user, listed directly after the "Cancel" button. The Terms and conditions page shown to the user should contain at a minimum the following information:	CCS-166.5
2.17-8	• That the payment will be made to the subscriber's wireless phone bill.	CCS-165
2.17-9	• That the user will be advised of all charges before being billed.	CCS-166
2.17-10	• The description that will appear on the subscriber's phone bill or deducted from their pre-paid balance.	CCS-167
2.17-11	• There should be a link providing customer care contact information and advice that other ancillary charges, such as carrier data charges, that may be incurred.	CCS-168

2.18 Subscription Programs
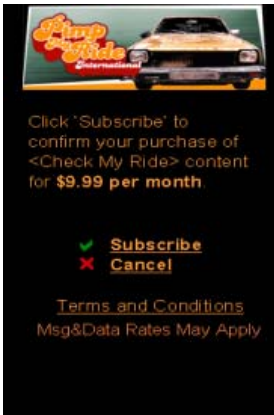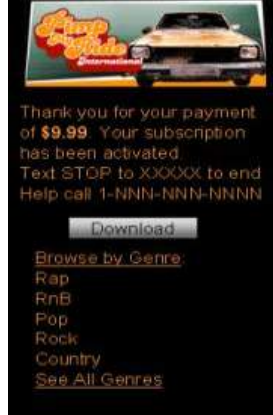
A __subscription program__ is any program the subscriber opts-in to where the result is that the subscriber passively incurs premium charges over time for content delivery. There are two kinds of subscription programs:
1) A program for a set period of time, such as one month.
2) A program for a set number of uses, after which the subscriber may be charged for another "bucket" of uses.

	Guideline	MMA ID
2.19-1	In addition to the information required in the double opt-in mechanisms in section 3.1 Premium Rate Double Opt In via SMS, the opt-in flow for a subscription program must also include the following: • Identification of the program as a subscription and the billing interval.	CCS-178
2.19-2	• The word "subscription" or equivalent must be used in the advertising and T&Cs.	CCS-267
2.19-3	• Contact details for the program sponsor—Either a toll free number or a Web site address for opt-out details.	CCS-179
2.19-4	Subscription periods should not be longer than one month.	CCS-180
2.19-5	Regardless of the subscription period (daily, weekly, monthly, for example), the subscriber should be notified of the subscription pricing in conjunction with the subscription period	CCS-181
2.19-6	Before the program is renewed, or at a minimum of once per month, a renewal message must be sent to the participating subscriber's handset containing these details:	CCS-193.5
2.19-7	• The name of program	CCS-192
2.19-8	• The fact that the program is a subscription and is being renewed	CCS-193
2.19-9	• Billing period and advice of charge for the program	CCS-194
2.19-10	• Opt-out details	CCS-195
2.19-11	This information may be supplied in other program-related messaging to the handset but should coincide with the subscription anniversary.	CCS-196
2.19-12	Each subscription service must be renewed independently of when the subscription was originally ordered.	CCS-197

2.18.1 Subscription Double Opt In via Mobile Web/ WAP

Please refer to specific carrier guidelines on Mobile Web and Premium WAP details requirements and the difference between them.

	Guideline	MMA ID
2.18.1-1	For subscriptions opted-in to through the WAP flow, the advice of charge page shown below must be presented to the subscriber by the content provider. This page describes the purchase terms of the subscription including the billing frequency and the purchase link name is changed from "Buy" to "Subscribe".	CCS-182
2.18.1-2	The payment advice page should include the following content: • "Click <Subscribe> to confirm your purchase of <content description> for <price> per <billing period>."	CCS-183
2.18.1-3	• A link or button that activates the subscription. The name of this link should clearly convey to the subscriber that clicking on the link will activate the subscription. e.g. "Subscribe", "Buy Now", "Charge my phone bill"	CCS-184
2.18.1-4	• A link or button directly below the activation link that says "Cancel".	CCS-185
2.18.1-5	• A link saying "Terms & Conditions". This link must lead to a page listing detailed terms and conditions of the service, including at a minimum the name and contact details of the content provider.	CCS-186
2.18.1-6	• A link saying "Msg&Data Rates May Apply". This link must lead to a page describing the standard rate data and messaging charges that may apply, depending on a subscriber's plan	CCS-187
2.18.1-7	When the subscriber clicks the "Subscribe" or subscription activation link, the page to which they are re-directed containing the content for download should display the following confirmation text: • Thank you for your payment of <price>. Your subscription has been activated	CCS-188
2.18.1-8	This confirmation page must also state how to use the HELP and STOP text commands to the relevant short code.	CCS-189
2.18.1-9	Once a subscriber has successfully opted into the program via a Mobile Web browser, an MT message should be sent notifying the subscriber of the purchase, serving as the notice of charge for the transaction. This message should be sent to the subscriber within twelve hours of opting in and should include the following information: program name, price of subscription, billing period, HELP to receive help, and STOP to opt-out.	CCS-190
2.18.1-10	Example of WAP Subscription First Opt-in Second Opt-In Confirmation Page	CCS-191

2.19 Spending Cap Limits – Non Chat Programs

	Guideline	MMA ID
2.19-1	Spending Cap Limits for non-chat programs (Chat programs use spending cap limits as defined in the Chat section) is defined as follows. The policy on spending cap limits is set by individual carriers. These guidelines are intended to support policy synchronization to enable a consistent customer experience and enable more efficient compliance and monitoring. The guidance is as follows:	CCS-230
2.19-2	• Spending cap limits are set on a per short code basis.	CCS-231
2.19-3	• Spending cap limits are based on an operational month based on date of initial sign up (example: user signs up on April 4th, all months will end on the 4th of each month).	CCS-232
2.19-4	• There should be an additional opt-in required from the subscriber once they have reached $50 of premium charges on a short code, with additional opt-ins required from the subscriber every $25 of premium charges incurred thereafter. These additional opt-ins are referred to as triple opt-ins.	CCS-233
2.19-5	• Each carrier may have their own policy regarding hard spending caps (i.e. spending limits that cannot be exceeded, regardless of additional triple opt-ins), check with your aggregator for details.	CCS-234
2.19-6	• Triple opt-in messages should express cumulative premium charge dollar amounts reached (for example $50, $75), not the number of messages billed.	CCS-235

2.20 Chat Programs

There are two types of chat: __one-to-one__ and __group (or community) chat__.   *CCS-204*

These chat programs come in two types: __Peer to Peer__ or __Operator Assisted__.   *CCS-205*

Peer-to-Peer chat programs include interactions between two individuals, neither of whom are paid "chat professional".

Group chat programs are typically designed so that multiple chat participants may interact with each other during a chat session. As a result, many premium messages are distributed to an end user after the end user has initiated interaction with a member of the group   *CCS-207*

	Guideline	MMA ID
2.20-1	Group chat programs must be monitored 24x7 by chat providers for compliance with the specific carrier agreements, policy, and all applicable laws and regulations.	CCS-208
2.20-2	The number of participants in a group chat session should be limited to provide a good subscriber experience.	CCS-209
2.20-3	Bots should not be used in chat. This does not apply to registration or administrative chats or to match interactions.	CCS-210
2.20-4	Chat participants should have the ability to report and block members whose activities are perceived as abusive, threatening, or inappropriate, or that promote illegal activity.	CCS-211
2.20-5	Administrative messages associated with opting into a Chat program and setting up profiles should not incur premium charges.	CCS-212

2.20.1 Chat Programs- Messaging Frequency

	Guideline	MMA ID
2.20.1-1	At a maximum, two premium chat messages—or five standard rate chat messages—may be sent in a 24-hour period.	CCS-215

2.20.1-2	While the subscriber is in PAUSED status, no premium charges should be applied to their account.	CCS-226
2.20.1-3	The content providers should not be allowed to queue messages to send to the PAUSED subscriber for re-transmission later.	CCS-227
2.20.1-4	Operator Assisted chat programs are all chat programs that are not peer-to-peer. For Operator Assisted chat, the interaction should be a one-to-one message ratio.	CCS-206

2.20.2 Advertising for Chat Programs

	Guideline	MMA ID
2.20.2-1	Advertising for chat programs should not imply unapproved content.	CCS-228
2.20.2-2	For operator-assisted chat, appropriate disclosure should be made in the advertising and terms and conditions of the program. Example disclosure wording: This program employs operators who are paid to participate in chat.	CCS-229

2.20.3 Spending Cap Limits –Chat Programs

	Guideline	MMA ID
2.20.3-1	Subscription, bundle, or per-message billing are billing options given when the subscriber is notified and opts in for $25 in premium charges. The policy on spending cap limits is set by individual carriers. These guidelines are intended to support policy synchronization to enable a consistent customer experience and enable more efficient compliance and monitoring. The guidance is as follows:	CCS-216
2.20.3-2	• Spending cap limits are set on a per short code basis.	CCS-217
2.20.3-3	• Spending cap limits are based on an operational month based on date of initial sign-up (example: user signs up on April 4th, all months will end on the 4th of each month).	CCS-218
2.20.3-4	There should be an additional opt-in required from the subscriber once they have reached $25 of premium charges on a short code, with additional opt-ins required from the subscriber every $25 of premium charges incurred thereafter. These additional opt-ins are referred to as triple opt-ins.	CCS-219
2.20.3-5	Triple opt-in messages should express cumulative premium charge dollar amounts reached (for example $25, $50), not the number of messages billed.	CCS-220
2.20.3-6	No MTs should be sent to the subscriber other than a continuation message until the subscriber has replied affirmatively. If the subscriber tries to chat without opting in, additional continuation messages or solicitations may be sent. If the subscriber does not attempt to chat, no additional messages should be sent. This chat participant should be considered in a PAUSED status.	CCS-221
2.20.3-7	HELP and OPT OUT keywords should be included in the continuation message.	CCS-222
2.20.3-8	If the subscriber does not reply affirmatively to the continuation message, the system should pause until the subscriber's anniversary date.	CCS-223
2.20.3-9	Suggested keywords are the same as the opt-in keywords defined earlier in this paper. In addition, MORE, ADD or CONTINUE should be supported as re-opt-in words.	CCS-224

2.21 Charitable Giving

2.21-1	The approval of **charitable giving programs** is at each carrier's discretion. Each carrier has individual guidelines for charitable campaigns.	CCS-238

Premium Rate Examples

EXAMPLE: HELP Messages (CCS-EG-01)

Help (Single Service)

Step 1: User sends HELP Mobile Originating (MO) Msg

Step 2: Help MT response:

Program sponsor →
Service Description & Frequency→

Customer Support Info →

Additional Carrier Costs →
Opt Out Info →
Sprint family requires: Renewal date/credits remaining →

> *AcmeMobileRingtonesClub:*
>
> *Subscribed for 5 Ringtones for $5.99/mo.*
>
> *800-000-0000. www.HELPURL.com.*
>
> *Msg&Data Rates May Apply*
>
> *Reply STOP to cancel,*
>
> *Renews: 10/10*

Help (Multiple Services)

Step 1: User sends HELP Mobile Originating (MO) Msg

Step 2: Help menu MT response to a HELP MO from a user

Program sponsor →

Option A →

Option B →

> *AAcmeMobileRingtonesClub:*
>
> *Send HELP TONE1 for Poly club or*
>
> *HELP TONE2 for Truetone club STOP to cancel*

Step 3: User responds HELP TONE1.

Program sponsor →
Service Desc & Freq→

Customer Support Info →

Additional Carrier Costs →
Opt Out Info →
Sprint family requires: Renewal date/credits remaining →

> *AcmeMobileRingtonesClub:*
>
> *Subscribed for 5 Polytones for $5.99/mo.*
>
> *800-000-0000. www.HELPURL.com.*
>
> *Msg&Data Rates May Apply*
>
> *Reply STOP to cancel,*
>
> *Renews: 10/10*

Step 4: User responds HELP TONE2.

Program sponsor →
Service Desc & Freq→

Customer Support Info →

Additional Carrier Costs →
Opt Out Info →
Sprint family requires: Renewal date/credits remaining →

> *AcmeMobileRingtonesClub:*
>
> *Subscribed for 5 Truetones for $5.99/mo.*
>
> *800-000-0000. www.HELPURL.com.*
>
> *Msg&Data Rates May Apply*
>
> *Reply STOP to cancel,*
>
> *Renews: 10/10*

EXAMPLE: STOP Messages (CCS-EG-02)
Stop (Single Service)

User receives the following Mobile Terminating (MT) Message:

Program sponsor →
Discontinuation of Service →

Discontinuation of Charges →
Additional Carrier Costs→
Customer Support Info →

> *AcmeMobileRingtonesClub:*
>
> *Your Ringtone subscription is cancelled.*
>
> *You will get no more messages or charges.*
>
> *Msg&Data Rates May Apply.*
> *www.HELPURL.com*

Stop (Multiple Services)

Step 1: User sends STOP Mobile Originating (MO) Msg

Step 2: Help menu MT response to a STOP MO from a user

Program sponsor →

Option A →

Option B →

> *AAcmeMobileRingtonesClub:*
>
> *Send STOP TONE1 for Polytone club or*
>
> *STOP TONE2 for Truetone club*

Step 3: User responds STOP TONE1.

Program sponsor →
Discontinuation of Service →

Discontinuation of Charges →
Additional Carrier Costs→
Customer Support Info →

> *AcmeMobileRingtonesClub:*
>
> *Your Polytone subscription is cancelled.*
>
> *You will get no more messages or charges.*
>
> *Msg&Data Rates May Apply.*
> *www.HELPURL.com*

Step 4: User responds STOP TONE2.

Program sponsor →
Discontinuation of Service →

Discontinuation of Charges →
Additional Carrier Costs→
Customer Support Info →

> *AcmeMobileRingtonesClub:*
>
> *Your Truetone subscription is cancelled.*
>
> *You will get no more messages or charges.*
>
> *Msg&Data Rates May Apply.*
> *www.HELPURL.com*

EXAMPLE: PREMIUM **Rate IVR (Initial Opt In IVR) (CCS-EG-04)**

Call to Action	The following is advertised on web, television, in-store promotional poster, etc.:

Program sponsor →	WOD: Weather on Demand.
Service Description →	Call 888-222-2222 to get current weather for your area sent to your phone. Dial 0 for help.
Price and Frequency →	$5.99/mo for daily info (7 per week)
Customer Support Info →	Text HELP for help.
Opt Out Info →	To stop text STOP.
Additional Carrier Costs →	Msg&Data Rates May Apply.

Step 1: User responds to Call to Action	User calls 888-222-2222 [Mobile subscriber calls and is prompted to select SMS to phone]

Step 2: Mobile Content MT	User receives the following MT Message:

Mobile Content →	WOD: Partly sunny with chance of showers in late afternoon. Highs in the 70 during the day, and 62 at night. Reply Help for Help.

EXAMPLE: Premium Rated Double Opt In— Alert Subscription (CCS-EG-05)

Call to Action: The following is advertised on web, television, in-store promotional poster, etc.:

Program sponsor → | Farm league baseball!
Service Description → | Txt us your farm town zip code. Txt <Your Zip Code> to 12345.
Service Cost → | We send game day reminder for $3.99/month, charged to your wireless bill.
Frequency of Messaging → | Get 4 msg/month.
Customer Support Info → | Txt HELP for help.
Opt Out Info → | To stop txt STOP.
Additional Carrier Costs → | Msg&Data Rates May Apply.

Step 1: User responds to Call to Action — Text '44521' to 12345.

Step 2: User receives the following MT Message:

Program sponsor → | Farm League Baseball Alerts!
Service price → | To confirm $3.99 monthly alerts, reply YES.
Frequency of messaging → | Get 4 msgs/month.
How to get help → | Reply HELP for help
Additional carrier costs → | Msg&Data Rates May Apply.

Step 3: Double Opt In — User sends MO message "YES"

Step 4: Confirmation MT

Service description → | Thanks for subscribing to Farm League
Service price → | Baseball alerts for $3.99/month!
Frequency of messaging → | Get 4 msgs/month.
How to get help → | Reply HELP for help.
How to stop → | Reply STOP to cancel.
Additional carrier costs → | Msg&Data Rates May Apply.

Step 4: MT Alert — User receives the following MT Message:

Alert → | Farm League Baseball Alert! Crosstown Rebels battle the Lakeview Titans on 11/11/08 @ 6pm in Dolores Park. Support your local team. Reply Help for Help.

EXAMPLE: Premium Rated Opt In for WAP (CCS-EG-06)
Please refer to specific carrier guidelines on Mobile Web and Premium WAP details requirements and the difference between them.

Call to Action | The following is advertised on web, television, in-store promotional poster, etc.:

Program sponsor →	CheckMyRide Tones!
Service Description →	Visit wap.checkmyride.com on your phone microbrowser. Visit HELP for help.
Customer Support Info →	Txt HELP for help.
Opt Out Info →	To stop txt STOP.
Additional Carrier Costs →	Msg&Data Rates May Apply.

Step 1: User responds to Call to Action

User visits wap.checkmyride.com

Step 2: WAP Opt In 1 | User sees the following WAP/ xHTML page with product offer:

Program sponsor →	Checkmyride.com!
Service Description →	The hottest ringtones sent to your phone every month.
Service price →	Get 5 ringtones for $9.99/month.
Link to terms→	Terms and Conditions
Additional Carrier Costs →	Msg&Data Rates May Apply.

Step 3: WAP Opt In 2 | Mobile subscriber sees the following WAP/xHTML page after selecting subscription.

Program sponsor →	Checkmyride.com!
Service Description →	Click "Subscribe" to confirm your purchase of "Check my Ride" tones
Service price →	for $9.99 per month.
	Subscribe **Cancel**
Link to terms→	Terms and Conditions
Additional Carrier Costs →	Msg&Data Rates May Apply.

Step 4: WAP Confirmation | Mobile subscriber sees the following WAP/xHTML page after being billed.

Service Description & cost →	Thank you for your payment of $9.99 per month. Your subscription has been activated.
Frequency of messaging →	Get 5 ringtones per month.
How to get help→	Reply HELP for help to NNNNN.
How to Stop →	Reply STOP to cancel to NNNNN

Step 5: Confirmation MT   User receives the following MT
                                   Message:

Service Description & cost → | Thank you for your payment of $9.99
                             | per month for Check my Ride tones.
How to get help→ | Reply HELP for help.
How to Stop → | Reply STOP to cancel

EXAMPLE: Premium Rated Chat Opt In (CCS-EG-07)

Call to Action   The following is advertised on web, television, in-store
                               promotional poster, etc.:

Program sponsor → | Sports Talk:
Service Description → | Chat with top sports executives . Txt 'talk' to 54321.
Customer Support Info → | Txt HELP for help.
Opt Out Info → | To stop txt STOP.
Service Cost → | One-to-one txt chat for $0.50/msg, charged to your wireless bill +
Additional Carrier Costs → | Msg&Data Rates May Apply.

Step 1: User responds to   Text 'Talk' to 54321.
Call to Action

Step 2: Opt In   User receives the following MT
                                   Message:

Program sponsor → | Welcome to Sports Talk chat.
Service price → | To confirm $0.50 per msg received,
                           | reply YES to start.
How to get help → | Reply HELP for help.
Additional carrier costs → | Msg&Data Rates May Apply.

Step 3: Double Opt In   User sends MO message with
                                   "YES"

Step 4: Confirmation MT

Service description → | Thanks for joining Sports Talk chat.
                           | Ask us a question for $0.50 per
                           | answer!
How to get help → | Reply HELP for help.
How to stop → | Reply STOP to cancel.

Step 5: Mobile subscriber   User sends MO message with
chat   "What is John Madden's next
                                   career move?"

Step 6: Mobile Content ($.50)

User receives the following MT Message:

Chat →

> Madden is working on a new version of his popular PS3 game with EA.

Step 7: Reminder MT

User receives the following MT Message:

Program sponsor →
Indication of spend limit →
Cost of service →
How to get help →
How to stop →
Additional carrier costs →

> Sports Talk chat!
> You have spent $25.00 this month.
> The service cost is $0.50 per message received. To continue txt MORE.
> Reply HELP for help.
> Reply STOP to cancel.
> Msg&Data Rates May Apply.

Step 8: Triple Opt In

User sends MO message with "MORE." May also use ADD, CONTINUE as keywords.

EXAMPLE: Billing Renewal Message (CCS-EG-10)

	Sample Billing Renewal Message	
Type	**Sample Text**	**Charge**
MT	Your XYZ Alerts Subscription Renewed, 5 msg/month for $5.99/mo.800-000-0000 Msg&Data Rates May Apply.www.HELPURL.com.Reply HELP for help, STOP to cancel	Std

EXAMPLE: Bill Face Descriptor by Carrier (CCS – EG-11)

	Bill-Face Descriptor Format by Carrier
Carrier	**Format**
AT&T Mobility	62 Characters <Content Provider Name, Program Description, Merchant Name, Short Code and Campaign ID>
Sprint/Nextel	22 Characters <Provider, Short code, Brief Program Description>
T-Mobile	2 Fields: 15 and 25 Characters respectively Field 1 <Service Provider> Field 2 <Short code Description>
Verizon Wireless	30 Characters <Short code & Brief Program Description> Note: No content provider toll free # allowed

Premium Rate Cross Carrier Standards Matrix

This matrix is designed to give a high level overview of the premium rate programs allowed, by Carrier. These programs must comply with the CBP Guidelines and are still subject to review and approval by the Carrier.

Premium Services

Y = Allowed	N/A = Not Available
N = Not Allowed	CBC = Case by Case Basis

Service	Frequency	Verizon	AT&T	T-Mobile	Sprint
Alerts	Subscription	Y	Y	Y	Y
Mobile Content (text)	Subscription	Y Day, Month	Y Month	Y Month	Y Day,Month
Chat	Subscription	CBC	Y	Y	Y
Mobile Content (URL)	One Time	Y, MMS Only	Y	Y	Y
Mobile Content (URL)	Subscription	Y, MMS Only	Y	Y	Y
Full Music Downloads	One Time	N	Y	N	N
PIN	N/A	Y	CBC	Not Needed	Y
PTV	One Time	CBC	Y	Y	CBC
Sweepstakes	One Time	CBC	Y	CBC	N
Contests	One Time	CBC	Y	CBC	CBC
Gifting	One Time	CBC	CBC	N	CBC
Reverse Auction	One Time	CBC	CBC	CBC	N
Charity	One Time	CBC	CBC	CBC	CBC
M-Commerce	N/A	N	CBC	CBC	CBC
Micropayment	One Time	N	CBC	CBC	N
Mobile Content (MMS)	One Time	Y	Y	N	N
Mobile Content (MMS)	Subscription	Y	Y	N	N
WAP (Double Opt In)	One Time	Y	Y	Y	Y
WAP (Double Opt In)	Subscription	CBC	Y	Y	Y
Games	One Time	N	Y	Y	Y
MIM	One Time	CBC	Y	N	CBC
Streaming Video	One Time	N	N	N	N
Double Opt In	One Time	Y	Y	Y	CBC
800 Number provided	Ongoing	Y	Y	Y	Y
Subscription	Ongoing	Y	Y	Y	Y
Sweepstakes	Ongoing	CBC	CBC	CBC	N
Chat	Ongoing	CBC	Y	Y	Y

Section 3: Free To End User (FTEU)

Free to End User Cross Carrier Guidelines

3.0 General Guidelines

	Guideline	MMA ID
3.0–1	At a minimum, programs should be run in a manner that is congruous with the letter and spirit of the MMA Global Code of Conduct for Mobile Marketing. The Code of Conduct is located at:http://www.mmaglobal.com/codeofconduct.pdf	CCS-01
3.0-2	At all times, programs must be in accordance with applicable federal and state laws, rules and regulations.	CCS-02
3.0-3	Wireless subscribers have a right to privacy.	CCS-07
3.0-4	Not all carriers support FTEU messaging.	CCS-244
3.0-5	An individual program may be set up as FTEU on carriers which support the functionality and standard rate (SR) on carriers who do not support FTEU, provided that the application does not inherently have to be delivered as FTEU (for example, for legal reasons), and further provided that Content Providers ensure that all advertising, marketing and other consumer materials regarding the program clearly indicate on which carriers the program is offered as a standard rate program. The guidelines for FTEU programs and SR programs should apply on each carrier as appropriate.	CCS-245
3.0-6	Charging Disclosure: FTEU Mobile Terminate (MT) messages sent to subscribers by the program should be disclosed as such. The prefix "Free msg:" should be added to the message text. These characters consume part of the total character limit for the message.	CCS-248
3.0-7	FTEU programs are approved based on the following information submitted by the content provider through the carrier:	CCS-241 CCS-260
3.0-8	• The information submitted to the carrier for program approval should include the estimated frequency with which end users will receive FTEU messages.	CCS-242 CCS-261
3.0-9	• A formal restriction should not be placed on the number of messages, which may be sent as part of an individual FTEU program. However, carrier approval may be given on a case-by-case basis for programs where the estimated number and frequency of FTEU messages is determined by the carrier to be appropriate for the application and approved by carrier. Note that many potential FTEU applications will involve event-triggered alert messages, the frequency of which cannot precisely be predetermined.	CCS-243 CCS-262

3.1 Guidelines for Advertising Messaging Programs

	Guideline	MMA ID
3.1-1	When promoting programs, content providers should ensure that their advertising in all forms is clear and conspicuous regarding all terms and conditions associated with offers and adheres to all state and federal regulations.	CCS-12

3.2 Free To End User Opt In

	Guideline	MMA ID
3.2-1	Content providers must obtain opt-in approval from subscribers before sending them any SMS or MMS messages or other content from a short code.	CCS-08
3.2-2	FTEU programs require single opt-in	CCS-37

| 3.2-3 | As with standard rate programs, FTEU programs should be subject to single opt-in mechanisms. The mechanism should be sufficient to establish the subscriber's willingness to participate in the program and possession of the handset. The opt-in applies to the specific program and should not be used as a blanket approval to promote other programs, products or services. | CCS-246 |

3.3 Free to End User Opt Out

	Guideline	MMA ID
3.3-1	Subscribers should be able to stop participation in a FTEU program when desired, except for messages related to their underlying mobile service.	CCS-250 CCS-38
3.3-2	Content providers must offer subscribers the opportunity to cancel the service at anytime. The following rules govern program opt-out:	CCS-38
3.3-3	A subscriber must be able to stop participating and receiving messages from any program by sending STOP to the short code used for that program. • END, CANCEL, UNSUBSCRIBE or QUIT should also be opt-out key words for all programs; however, content providers should feature the word STOP in their advertising and messaging. • The opt out keyword STOP sent by the subscriber cannot be case sensitive • The STOP keyword must work in the native language of the program. In a non-English program, the English keyword must not return an error message. • Short code programs must ignore subsequent non-keyword text included in STOP MOs. • Short codes running MMS programs should handle the STOP keyword correctly, regardless whether the subscriber sends the keyword via MMS or SMS. • When sent, these words cancel the subscriber's previous opt-in for messaging.	CCS-40
3.3-4	If the subscriber is participating in multiple programs on the short code, there are two options for the content provider when a subscriber sends an opt-out request: 1) The content provider sends a menu of the programs the subscriber is subscribed to and the subscriber has the responsibility to reply with the specific keyword to the specific program they would like to be opted out of. To ensure subscribers also have a way to opt-out of all programs within this menu, STOP ALL must be added to the menu choices. The stop menu message does NOT need to contain i) "Msg&Data Rates May Apply" ii) Sponsor contact information. 2) Or if the subscriber sent STOP ALL to the short code, they are opted-out of all programs they were enrolled in on that short code.	CCS-41
3.3-5	When STOP, or any of the opt-out keywords above, is sent to a program, the program must respond with an MT message, whether or not the subscriber is subscribed to the program or not.	CCS-50
3.3-6	When the user is a subscribed to a recurring program, an MT message confirming the opt-out should be sent to the subscriber. This should not be a premium message. This message should reference the specific program the subscriber has opted-out from. No further messages should be sent to the subscriber from this program, including marketing messages for any related or unrelated programs.	CCS-48

3.3-7	When the user is not currently subscribed to a recurring program, or the program is one-time program where the subscriber will not receive additional messages, then an MT message may be sent that only confirms that the user is not subscribed to any programs on this short code and indicates that no further messages will be sent.	CCS-284
3.3-8	This STOP command functionality requirement applies to all programs, including one-time use programs where the subscriber will not receive additional messages. This is to avoid subscriber confusion around the use of the STOP command.	CCS-43
3.3-9	The STOP command should never result in an error being sent back to the subscriber.	CCS-44
3.3-10	The content provider must record and store all opt-out transactions.	CCS-52

3.4 Terms & Conditions

	Guideline	MMA ID
3.4-1	Terms and Conditions at a minimum must contain the following:	
3.4-2	• STOP instructions in BOLD lettering	CCS-82
3.4-3	• HELP instructions in BOLD lettering	CCS-83
3.4-4	• Program sponsor information, defined as the program name, company name, or brand associated with the campaign	CCS-84
3.4-5	• For free to end user programs: Disclose that standard carrier messaging charges do not apply to messages received as part of the service (where relevant, listing on a carrier-by-carrier basis whether this applies).	CCS-239
3.4-6	• Customer Service Contact Information: either a toll-free number, a web submission form or an email address.	CCS-285
3.4-7	• Guidance on the frequency with which the subscriber may expect to receive messages for the duration of the program. Note that for many applications, this cannot be precisely predetermined by the content provider. In this case, the guidance should relate to the expected message frequency under normal circumstances.	CCS-240
3.4-8	All material terms and conditions of the program should be clearly communicated.	CCS-88
3.4-9	Carrier compatibility - clearly and conspicuously disclose that content is not available on all carriers, as applicable. Include list of supported carrier names whilst excluding all other carrier names.	CCS-90
3.4-19	If the content provider offers multiple services, separate T&C's per service should be provided instead of generic T&C's that cover all offered services.	CCS-91
3.4-11	If a checkbox is used to indicate a consumers' acceptance of the terms and conditions, it is not permissible for the checkbox to be pre-checked.	CCS-89

3.5 Free to End User HELP Guidelines

	Guideline	MMA ID
3.5-1	Help messaging commands, phone numbers, URL's, and email addresses should result in the subscriber receiving help with his issue. Dead ends that do not provide a manner in which the subscriber may resolve his issue is not acceptable.	CCS-53
3.5-2	A subscriber can receive help information by sending the word HELP to any program. The HELP keyword should work on all short code programs. HLP is optional for HELP, but not required. • The HELP keyword sent by the consumer cannot be case sensitive • For short codes running MMS programs, a help response should be returned	CCS-68

		whether the subscriber sends in HELP to the short code via MMS or SMS • The HELP keyword must work in the native language of the program. In a non-English program, the English keyword must not return an error message.	
3.5-2		To help subscribers understand their participation, each program should respond with the program details listed below when the subscriber sends the keyword HELP to the program short code.	CCS-57.5
3.5-3		• Identity of program sponsor—This is defined as the program name, company name, or brand associated with the campaign.	CCS-58
3.5-4		• Customer support info — Either a toll-free number or Web address, or e-mail address	CCS-59
3.5-5		• Service description of program — For example, Fun Stuff Chat.	CCS-60
3.5-6		• Opt-out information	CCS-62
3.5-7		If the short code has multiple programs (keywords) on the same short code, the application should respond in one of two ways: 1) If the subscriber has opted in to only one program, the application should supply the information for the program the subscriber is opted-in to. 2) If the subscriber has opted-in to multiple programs, the application should present a multiple-choice question asking the subscriber what program they would like help on. The first help menu does NOT need to include: "Msg&Data Rates May Apply", STOP, Or Sponsor Contact Information The menu should contain a question asking what the subscriber seeks help with and a list of options for the user to get help on. Once the user has identified the program they want help with, the appropriate help information must be in the subsequent MT.	CCS-55
3.5-8		When HELP is sent to a program, the program must respond with an MT message, whether or not the subscriber is subscribed to the program, and whether the program is a subscription program or not. HELP must always result in a response.	CCS-286

FTEU Examples

EXAMPLE: FTEU Single Opt In

Call to Action   The following is advertised on web, television, in-store promotional poster, etc.:

Program sponsor →	Lenders Bank daily bank balance alerts.
Service Description/Cost →	Txt 'balance' to 43210 to get daily bank balance.
Customer Support Info →	Txt HELP for help.
Opt Out Info →	To stop txt STOP.
Frequency of messaging →	Get 1 msg/day.

Step 1:   User responds to call of action and sends MO "balance".

Step 2: Confirmation MT   User receives the following MT Message:

Free message declaration →	**Free msg**:
Service description →	Thanks for joining Lenders Bank daily bank balance alerts.
Frequency of messaging →	Get 1 msg/day.
How to get help →	Reply HELP for help.
How to stop →	Reply STOP to cancel.

Step 3: MT Alert   User receives the following MT Message:

Free message declaration →	**Free msg**:
Alert →	Lenders Bank - The balance for account #009221 is $12,998.23.

Free to End User Cross Carrier Standards Matrix

This matrix is designed to give a high level overview of the programs allowed, by Carrier. These programs must comply with the CBP Guidelines and are still subject to review and approval by the Carrier.

Free To End User (FTEU) Services

		Y = Allowed	N/A = Not Available
		N = Not Allowed	CBC = Case by Case Basis

Service Type/Requirement	Frequency	Verizon	AT&T	T-Mobile	Sprint
Alerts (Single Opt In)	One Time	Y	Y	Y	Y
SMS2TV/pTV	One Time	CBC	Y	Y	CBC
Mobile Banking	Ongoing	CBC	Y	Y	CBC
Mobile Advertising	Ongoing	CBC	CBC	CBC	CBC

Verizon

Provisioning

Section	Standard	MMA Id
Additions to VZW BP Guidelines	**VZW Best Practices – Additions to the VZW BP Guidelines – ~~Dated June 12, 2009~~ – Revised December 15, 2009** Proper Disclosure To Consumers – Programs that include any premium charges must disclose: (1) any premium charges associated with the program including whether any charges are recurring and (2) the nature of the program, including the type of content delivered to the consumer's mobile device. This disclosure must be clear and conspicuous throughout all marketing materials including on-line, print, or television advertisements, throughout any Internet sites associated with the program, and throughout the opt-in process. For example, programs such as an on-line quiz that require a subscription to a premium charge program to obtain the results of the quiz must include proper disclosures in any advertisements, on each web page associated with the quiz, and during the opt-in process in order to make the consumer aware that the actual program being offered is a premium charge program rather than an on-line quiz. For programs, such as on-line quizzes, in which non-messaging content is offered to consumers as an inducement to participate in a premium charge program, or in cases where a single delivery of content (for example: survey results, quiz results) is promoted in order to induce a consumer to opt-in to a subscription-based program, aggregators are required to: (1) disclose all affiliate marketing and websites within which the program will be advertised including keyword advertisements; (2) provide examples of the actual advertising used and/or text used in keyword advertisements; and (3) provide a fully operational website that details full consumer experience in conjunction with the program. **In order for disclosures to meet the above-stated requirement of being clear and conspicuous, the actual nature of programs must not be obscured by unrelated, tangential material. For instance, a premium charge program that provides a 'joke of the day' subscription should not be advertised, positioned or promoted as something else (e.g., an IQ quiz, a way to find out the name of a secret admirer, etc.). Premium charge programs should not be operated on a 'bait and switch' basis where something like an IQ quiz is used as a ruse to lure consumers to opt-in to a completely unrelated premium charge program such as a 'joke of the day' subscription. The advertising, positioning and promotion of premium charge programs, including all affiliate**	VZW-01

advertising and any associated web sites, **must be focused primarily on the content to be provided in exchange for the premium charge and not on unrelated, tangential material.**

VZW Best Practices – Additions to the VZW BP Guidelines – Dated September 30, 2009

Repeat Offender Policy:

Effective October 1, 2009, the following policy will be in effect with regard to functional program monitoring and advertising enforcement:

- o If a program is found to have the same Severity 2 rule violation in two out of three consecutive months (e.g. 1/2009 and 3/2009, or 2/2009 and 3/2009), then the campaign will be barred from acquiring any new Verizon Wireless subscribers for a period of 90 days, commencing within 3 business days after the second violation.

- o If a program is found to have the same Severity 2 rule violation as (1) above during the 90 penalty period, then the program will be terminated and all VZW users will be unsubscribed from the program.
  - o Programs will be terminated with a 30 day "wind-down" period, during which VZW subscribers will be sent a termination MT in lieu of the renewal MT.

- o New programs from the affected content provider will be considered at the sole discretion of Verizon Wireless after a 90 day period from the last VZW user being unsubscribed.

Advertising Disclosure Requirements:

Effective November 1, 2009, the following policy will be in effect:

15) Website Call to Action (CTA) for Premium Charge Programs – The requirements listed below apply to any web page, whether hosted by affiliate marketers, content providers, aggregators or any other party, that contains a material representation, or CTA, about a premium charge program. A material representation includes, without limitation, any information about the type, quantity, quality or cost (or lack thereof) of content accessible through the program.

- • The pricing and billing frequency must be displayed prominently in the CTA on the web page, including any web page where the user enters their cell phone number AND on the PIN code page (if a PIN is used). **At least one pricing and billing period disclosure will be 12 point font and have a 125 color contrast value (using the W3C brightness formula). The above listed advertising disclosure placement must be within 125 pixels above or below or to the right or left of the cell number submit and P.I.N. submit fields. The price point must be numerical including the dollar sign (i.e. $9.99 per**

month).   A reasonable person reviewing the web page should be able to readily notice and understand the pricing and billing frequency associated with premium charge programs.

- The CTA must not suggest that content, such as ringtones or sports ringtones are available to customers of VZW, if no such content is available through the program. To the extent the content available to customers of VZW is different than that available to the customers of other carriers, this must be made clear in the CTA. To the extent the CTA indicates that specific content is available, such as ringtones or wallpaper for the Atlanta Braves, then such content must be available. **If alternative wireless content is available, this disclosure must be 20 or less pixels from the primary offer description and no less than one half the font size for the primary offer (i.e. Get 10 Ringtones [50 font] or a Cool Text service [minimum 25 font].)**

- A summary of the terms and conditions, **or the full text of the terms and conditions**, must be displayed, **with a minimum of three lines of text above the fold (if there are more than three lines of text to the terms and conditions)** on the page where the user enters their cell phone number AND on the PIN code page (if PIN is used). It is not acceptable to have only a link to the terms and conditions.

- The terms and conditions must also include pricing **disclosures**, **subscription disclosures**, instructions on how to opt-out of/**cancel** the program, get Help, describe the billing method description (charges will appear on their wireless bill or be deducted from their prepaid balance on your cellphone account), billing frequency, and disclose that **Msg&Data Rates May Apply**.

	VZW Best Practices – Additions to the VZW BP Guidelines – Dated June 12, 2009 Proper Disclosure To Consumers – Programs that include any premium charges must disclose: (1) any premium charges associated with the program including whether any charges are recurring and (2) the nature of the program, including the type of content delivered to the consumer's mobile device. This disclosure must be clear and conspicuous throughout all marketing materials including on-line, print, or television advertisements, throughout any Internet sites associated with the program, and throughout the opt-in process. For example, programs such as an on-line quiz that require a subscription to a premium charge program to obtain the results of the quiz must include proper disclosures in any advertisements, on each web page associated with the quiz, and during the opt-in process in order to make the consumer aware that the actual program being offered is a premium charge program rather than an	VZW-02

	on-line quiz. For programs, such as on-line quizzes, in which non-messaging content is offered to consumers as an inducement to participate in a premium charge program, or in cases where a single delivery of content (for example: survey results, quiz results) is promoted in order to induce a consumer to opt-in to a subscription-based program, aggregators are required to: (1) disclose all affiliate marketing and websites within which the program will be advertised including keyword advertisements; (2) provide examples of the actual advertising used and/or text used in keyword advertisements; and (3) provide a fully operational website that details full consumer experience in conjunction with the program.	

Mobile Banking/Commerce/Payments	**VZW Best Practices – Additions to the VZW BP Guidelines – Dated September 29, 2008**
	
	*These guidelines supersede prior published guidelines dated June 23, 2008.
	
	Allowable Content:
	
	Content of the types indicated below may be delivered via short code-based mobile banking messaging programs for purposes of alerts, notifications and core banking services such as intra-bank transfers among accounts of a single bank customer. Banks may offer mobile banking service only to their own customers. Personally identifiable information, however, must not be included in messages. Some examples of personally identifiable information include, but are not limited to, account number, credit card number, billing address, expiration date, SSN, etc. or a combination of these. The last 4 digits of credit card numbers, bank account names and bank customer designated account names may be allowed at the discretion of VzW:
	
	• Core banking, brokerage and investment services may be allowed if they fall under any of the categories below:
	
	   o Alerts and notifications related to account balances and transaction histories as long as they do not contain any personally identifiable information per above.
	   o "Call me back" request related to promotions or offers from the banks on an opt-in basis.
	   o Account alerts and reminders related to low balance, fraud alerts, authentication message and bill payment reminders.
	   o Money transfers between multiple accounts within the same bank and that belong to the same bank customer, but not money transfers among different banks and/or different bank customers.
		VZW-03

| | Enrollment:

Customers must enroll for mobile banking access with their bank or financial institution using a secured enrollment option to enable opt-in to short code-based mobile banking messaging programs, including an option to opt-out at any time. Industry guidelines will apply to all such programs. Customers should not be able to use mobile banking without enrollment with their bank or financial institution.

Banks or their application providers must store opt-in consent for all customers who have opted in to their short code-based messaging programs and they must also record opt-out timestamps when customers opt-out of such programs.

Security, Privacy and Fraud Control:

Banks, financial institutions and their application providers must (i) ensure that any technology used for short code-based mobile banking messaging programs is secure, (ii) have controls in place to protect bank customer privacy, confidentiality and the integrity of customer information and (iii) employ anti-fraud mechanisms for detecting fraudulent transactions or unusual transaction patterns related to these programs.

Customer Care:

Banks should implement customer support for mobile banking and would be responsible for any customer complaints and issues related to transaction disputes. Bank customers must be notified of help information for all such issues by the bank during the enrollment process.

Mobile Commerce/Payments:

- Payment support services alerts and notifications may be allowed if they fall under any of the categories below:

  o Account balance, available credit and transaction alerts for payment support services, but inter-bank money transfers, bill payment using sms, and/or adding value to loyalty cards will not be allowed.
  o Notification for approval for card purchase but the use of SMS to apply for new services such as a credit card, sign ups for financing offers or opening new accounts will not be allowed.

- SMS merchant services may be allowed if they fall under any of the categories below:

  o Notification for placing purchase orders online, but payment for online goods purchased using SMS as the billing mechanism will not be allowed except purchases of digital content for wireless devices (ringtones, wallpapers, | |

	alerts etc) will be allowed. ○ Order status alerts for shopping cart and reminders for purchase orders.	
URL Submissions	**VZW Best Practices – Additions to the VZW BP Guidelines – Dated June 23, 2008** If a content provider modifies the list of URLs (add or delete) for an existing program, including any URLs by marketing affiliates or other third parties to drive consumers to the URLs of a content provider, they should receive prior approval of the URLs of a content provider by submitting the changes to Product Development. All URLs require prior approval before they can be used in connection with a program. There is no need to clone the program. Product Development will update the CAT tool with the new URL list. For new programs, the content provider should include a full list of URLs on page 1 of the CAT tool application.	VZW-04
White Label Solutions	For both Standard and Premium campaigns, content providers/aggregators must provide full disclosure of all keywords and URLs. Also, a complete list of all content providers associated with the campaign must also be provided. If new content providers are added after launch, the CAT tool application should be cloned and resubmitted for approval.	VZW-05
Single Host	Content provider must be the single host of all pages which require a mobile number submittal or PIN entry. Content provider shall not grant access for any third party to be able to alter offer pages in a production environment. Legacy programs must be compliant with this requirement within 60 days (i.e., by August 23, 2008).	VZW-06
Single Opt-In by Web, IV or Handset	Content provider/aggregator must record and store all single opt-ins and maintain the records of those opt-ins for at least one year past the date of the associated opt-outs.	VZW-07
Double Opt-In by Web, IVR or Handset	Content provider/aggregator must record and store all double opt-ins and maintain the records of those opt-ins for at least two years past the date of the associated opt-outs.	VZW-08
Opt Out (STOP)	Content provider/aggregator must record and store all opt-out transactions for at least one year past the date of the opt-out.	VZW-09
Spending Cap Limits	VZW spending cap limits are based on a calendar month based on the date of initial opt-in. For example, if a user signs up on April 4th, the spending cap for the month will be calculated until April 30th. Spending cap limits for subsequent months shall restart the 1st day of each calendar month.	VZW-10
Subscriptions Renewal Reminder	For all premium charge subscription programs, VZW requires the following: A reminder must be sent to the participating subscriber's handset, 3-5 days prior to renewal, containing program name, short description of program, advice of charge, frequency of content delivery (i.e.3msg/wk), renewal date xx/xx/xx, opt out information, and HELP information.	VZW-11
Contests and Sweepstakes	If a program incorporates either a contest or sweepstakes, the requirements described below apply.* 1) Contests – A contest is promotional mechanism that includes a	VZW-12

prize and a game of skill. A premium charge can be assessed to enter a contest, but there cannot be an element of chance.

    a. Any contest that is associated with a program must be approved in advance by VZW. This can be accomplished at the time a new program is submitted or by modifying an existing program to include a contest.

    b. Content provider/aggregator must submit a complete copy of the rules for the contest. The rules cannot be generic (e.g., covering multiple contests of a particular type that may be run in connection with a program), but must relate to an actual contest. The rules must include, at a minimum, the name and contact information for the contest sponsor, any eligibility restrictions applicable to participants or winners (e.g., age, state of residence, etc.), a description of means of entry, a description of the prize(s), the method for awarding the prize(s), the date(s) the prize(s) will be awarded, a description of how the winners will be contacted and a method for obtaining a list of winners. The rules must be prominently located on the web site associated with the contest.

    c. The prize(s) must be age appropriate (e.g., contests open to 13 year olds should not include a trip to Las Vegas as a prize).

    d. A legal opinion must also be provided that describes how the contest qualifies as a game of skill and how all elements of chance have been excluded from the contest.

2) Sweepstakes – A sweepstakes is a promotional mechanism that includes a prize and a game of chance. A premium charge can be assessed to enter a sweepstakes subject to the following requirements.

    a. Any sweepstakes that is associated with a program must be approved in advance by VZW. This can be accomplished at the time a new program is submitted or by modifying an existing program to include a contest.

    b. Content provider/aggregator must submit a complete copy of the rules for the sweepstakes. The rules cannot be generic (e.g., covering multiple sweepstakes of a particular type that may be run in connection with a program), but must relate to an actual sweepstakes. The rules must include, at a minimum, the name and contact information for the sweepstakes sponsor, any eligibility restrictions applicable to participants or winners (e.g., age, state of residence, etc.), a description of means of entry, a description of the prize(s), the method for awarding the prize(s), the date(s) the prize(s) will be awarded, a description of how the winners will be contacted and a method for obtaining a list of winners. The rules must be prominently located on the web site associated with the sweepstakes.

    c. The prize(s) must be age appropriate (e.g.,

	sweepstakes open to 13 year olds should not include a trip to Las Vegas as a prize). d. Any sweepstakes involving a premium charge must include an alternate free method of entry, such as a mail in or web entry option, and must prominently indicate that no purchase is necessary to enter or win. Any sweepstakes involving a premium charge must also provide entrants with something of tangible, commensurate value in exchange for the premium charge (e.g., ringtone, wallpaper, etc.). The premium charge to enter a sweepstakes cannot vary. *These guidelines supersede prior published guidelines	
Superseded by VZW - 3		VZW-13
Mobile Giving	CTIA and its industry partners have created a task force to examine mobile charitable giving and to develop best practices for implementation and ongoing support. VZW expects that process to be quick and to address issues important to charities as well as to citizens who deserve to know their contributions are having the impact they intended. VZW will consider new requests to enable mobile giving programs once the industry adopts best practices.	VZW-14
Peer to Peer Communication	Peer-to-peer programs enable person-to-person messaging where message recipients, initially, have not opted-in to the program. These programs are sometimes referred to as word of mouth marketing or viral programs and are distinguished from other social networking programs, such as chat programs, where messages are sent only to those who have opted-in to the programs. Until the MMA establishes parameters for peer-to-peer programs that are acceptable to VZW, VZW will review such programs on a case-by-case basis and will only approve those programs if they are standard rate programs, the recipients of messages are able to determine who sent the messages and the recipients of messages are provided an acceptable measure of control over their receipt of messages.	VZW-15
Superseded by VZW - 01	<rule superseded>	VZW-16

Section	Standard	MMA Id
	VZW Best Practices – Additions to MMA Consumer Best Practice Guidelines – Dated November 9, 2007 Daily Pricing – VZW has instituted a maximum daily pricing cap of $0.32. New programs need to adhere to the new policy immediately. New programs that are submitted with daily pricing over $0.32 per day ($10 per month) will be returned by Business Development through the CAT tool. The Content Provider will need to revise the daily price point and message flow and resubmit the program. Legacy programs need to transition to this daily price cap by December 10, 2007.	VZW-17
	VZW Best Practices – Additions to MMA Consumer Best Practice Guidelines – Dated July 16, 2007 1) Keywords – If a Content Provider modifies the list of keywords	VZW-18

	(add or delete) for an existing program, they should submit the changes to Product Development. There is no need to clone the program. Product Development will update the CAT tool with the new keyword list. For new programs, the Content Provider should include a full list of keywords on Page 1 of the CAT tool application.	
	Superseded by VZW –12	
	3) Monthly Subscription Pricing – VZW has instituted a maximum monthly subscription pricing cap of $10. New programs need to adhere to the new policy immediately. New programs that are submitted with subscription pricing over $10 will be returned by Business Development through the CAT tool. The Content Provider will need to revise the price point and message flow and resubmit the program. Legacy programs need to transition to this subscription price cap by September 27th	
	4) Customer Care – Content Providers should no longer put Toll Free Help number on the bill face descriptor. Aggregators need to update "Purchase Names" to exclude/remove Toll Free Help numbers on the VZW bill face by September 27th.	
	5) Request for 3rd party information - VZW will not accept any program that allows the user to increase their odds of winning by providing third party information, especially without the third party's explicit consent.	
	6) Content Ratings – Content providers must provide a Content Rating with all new program submissions. The Content Ratings should adhere to the guidelines presented by VZW. Legacy programs must be rated by August 1, 2007.	
	7) Urgent Alerts - Alert notifications should not have an "Urgent" status unless they are critical breaking news. For example, a program notification for TV shows is not urgent.	

VZW Examples

Compliance Matrix Chart: Initial Opt In (First MT)

VZW-EG-01

	SMS Opt In	Web Opt In	Advert-ising	Subscription Billing Reminder	Standard	WAP
		(pin message)				
Program Sponsor	X	X		X	X	X
Program Name/Description	X	X		X	X	X
Sponsor contact/Help	X	X		X	X	X
Price	X	X	X	X		X
Subscription Duration	X	X	X	X	X	X
Opt-Out Instructions (VZW req. use of word "STOP")			X	X		
Billed to Wireless Bill or deducted from prepaid account			X			
Msg&Data Rates May Apply			x		x	
Service availability on carrier by carrier basis			X			
Renewal date				X		
MTC - age qualifier			X (where applicable)			

X = required

Confirmation MT

VZW-EG-02

	*SMS Opt In Confirmation	*Web Opt In Confirmation	WAP
Program Sponsor	X	X	X
Program Name/Description	X	X	X
Sponsor contact/Help	X	X	X
Price	X	X	X
Subscription Duration	X	X	X
Opt-Out Instructions	X	X	X

Verizon Certification

Certification process overview to be provided by VZW in future revision.

Verizon Audit

Rule ID	Category	Name	Description	Severity
1	GENERAL CONDUCT	The active program matches the description of the approved program	Details listed for the approved program must match active program including, program description and contact info.	3
2	GENERAL CONDUCT	The active program must match the pricing information in the approved program	All pricing details listed for the approved program must match active program.	2
4	GENERAL CONDUCT	VZW references must be correctly presented.	Verizon Wireless' participation in a program must not be misrepresented. References to the company must be "Verizon Wireless." Examples of incorrect references include "Verizon" or "VZW."	3
6	GENERAL CONDUCT	Verizon Wireless must be supported as a carrier.	Verizon Wireless must be listed on the website as a supported carrier. HELP must return information about the program - and must not state that Verizon Wireless is not a supported carrier.	3
7	GENERAL CONDUCT	The program must be operational.	The approved website and keywords must be operational. Error messages must not be received. The content delivered and the delivery method must match the description provided at opt-in.	3
10	DOUBLE OPT-IN	Initial MT with price disclosure must be sent to the subscriber prior to content delivery or premium billing event.	All Premium rate services (Transaction and Subscription) and all subscription services (Premium and Standard rate) must have a double opt-in before content delivery or premium billing event. Double Opt-in process may utilize either, web or phone. Double opt-in MT must display correct pricing information and frequency, as approved in submitted campaign.	2
13	DOUBLE OPT-IN	Initial MT must include all required information.	Initial MT must display the following items: Program name & description, Program sponsor, Contact Details -- Phone number, URL or HELP information and disclosure that "Msg&Data Rates may apply." The	3

Rule ID	Category	Name	Description	Severity
			PIN/Password or "reply Yes" text must be listed after the price. Price must be in numerical format inc. $ sign. The initial MT must come from the SC in the approved program.	
18	CONTESTS	Contests must be based upon skill not chance. Contest prize must have actual value, must not consist of prohibited items, and must be age appropriate.	If the offering is a contest, it must be based upon skill not chance, and the prize must be something of value other than unauthorized prizes, such as alcohol and tobacco.	2
20	WEB SIGN-UP	User must be conspicuously informed of the actions implying consent of T&Cs.	When entering MIN or PIN, or sending an affirmative MO, user is conspicuously informed which action they must take, to imply consent of the program T&Cs.	3
21	WEB SIGN-UP	Web based opt-in must specify charges, duration of subscription details (daily or monthly only), opt-out details, charged to cell phone	Web based opt-in must specify correct pricing, duration of subscription details (daily or monthly only), opt-out details and info that offering will be charged to cell phone bill.	2
22	WEB SIGN-UP	Web Opt-In must include all required information per MMA Guidelines.	Website must include: program name & description, program sponsor, contact details and phone number, HELP information, disclosure that charges will appear on the wireless bill, or be deducted from pre-paid balance and disclosure that "Msg&Data Rates may apply."	3
23	WEB SIGN-UP	PIN/password entry on website must not require multiple attempts while program is being advertised	When entering the PIN/password entry on website, it must be accepted with the initial attempt. It must not require multiple attempts while program is being advertised.	3
24	DOUBLE OPT-IN	Confirmation MT must be sent to user during double opt-in. Pricing must be included.	Confirmation MT must be sent to user during double opt-in. Pricing must be included.	2
26	PRIVACY	Credit card or financial information may not be requested for PSMS offerings.	There must not be an alternative payment method for premium SMS services. No credit card, social security number or other financial information may be requested from end user.	2

Rule ID	Category	Name	Description	Severity
27	HELP	BEFORE opt-in: Service must provide HELP info (sponsor name | contact info - phone or website | program description | opt-out info) to users who send MO: HELP (not case-sensitive)	Service must provide HELP info when MO: HELP is sent by handset before service. Before opt-in a generic MT including generic program description and a pricing range for services offered on SC is acceptable. Price must be listed in numerical format including $ sign. HELP must be available from the contact number and/or the website listed in the HELP MT.	3
28	HELP	AFTER opt-in: HELP info must provide specific pricing terms of the program the subscriber is opted-into.	After a confirmation of opt-in, a HELP MT must include pricing information - including subscription terms for the specific program.	2
30	CHAT	Adult oriented chats must only occur within chat services with a content rating of M18+.	Chat service must not contain any adult oriented chat/sex service unless it is rated M18+.	2
31	CHAT	Matchmaking services which bill match results at premium rates require a third opt-in, prior to sending match results.	Additional opt-in must occur after the double opt-in confirmation, and immediately before results are sent. Generally, user will complete a profile, or other action, which prompts results. It is this prompt which should trigger the additional opt-in. User response to this additional opt-in should then trigger the results to be sent.	3
33	CHAT	Chat members must have the ability to block and report members who are abusive, threatening, etc. Not applicable for expert/operator services.	A chat member must have the ability to block and report other chat members via info on approved website or info returned on handset with instructions.	3
34	CONTINUATION	Subscribers must renew their opt-in following every $25 in premium charges within a single month of service to continue chat.	A continuation MT must be received by user in $25 increments. There should be an additional opt-in required for subscriber once they have received MT. Continuation MT must include HELP and opt-out info.	3
37	CONTINUATION	A subscriber must not receive additional premium charges once placed in paused status.	If user has not reached full $25 in chat charges or has not performed an opt-in renewal they should be placed in paused status. The user must not receive any premium content during this time.	3

Rule ID	Category	Name	Description	Severity
39	OPT-OUT	MO: STOP must immediately terminate the service. No further messages shall be sent to the subscriber, with the exception of the required acknowledgement MT.	A subscriber immediately terminates a service and all future messages from the service by sending a text message containing the word STOP (not case sensitive). If a service employs multiple keywords, STOP must pertain to the subscriber's most recently used service, all services, or a menu must be presented. This also must occur with STOP followed by a space and non-keyword text.	2
41	OPT-OUT	Services must treat the following words as identical to STOP: END, CANCEL, UNSUBSCRIBE, QUIT	Alternatives to MO: STOP are MO: END, CANCEL, UNSUBSCRIBE and QUIT. All noted STOP alternatives must receive the same response as STOP.	3
42	OPT-OUT	MO: STOP ALL must immediately terminate all services on the shortcode. No further messages shall be sent to the subscriber, with the exception of the required acknowledgement MT.	MO: STOP ALL (or a recognized STOP alternative) must opt user out of all services subscribed to associated with SC.	3
44	OPT-OUT	A STOP acknowledgement MT must be sent indicating the specific service that has been terminated.	A STOP acknowledgement MT must be received by user confirming opt-out/unsubscribed. The STOP acknowledgement MT must contain contact info.	3
46	ADVERTISING	All ads and promos must clearly state that a service is a recurring subscription and the subscription term is clearly stated (daily or monthly only)	Website/ads must clearly state that a service is a recurring subscription, if applicable, and the subscription term must be clearly stated (daily or monthly only)	3
47	ADVERTISING	All ads and promo must provide a clear explanation between multiple services on single short code and/or clear delineation between said services	There should be clear explanation of all price points and the differences between them i.e. what content or contents is/are offered on which price points and so on.	3

Rule ID	Category	Name	Description	Severity
48	ADVERTISING	Advertising material must not misrepresent VZW's participation in a program or misuse carrier logos.	Advertising material must not misrepresent Verizon Wireless' participation in a program. References to the company must be either "Verizon Wireless" or the Verizon Wireless Logo. Examples of incorrect references include "Verizon" "VZW" or unauthorized logos.	3
50	ADVERTISING	All terms and conditions must be clearly communicated including product quantity, billing method, and optout information, without scrollbox.	The terms and conditions must include pricing disclosures, subscription disclosures, instructions on how to opt-out of/cancel the program, get Help, describe the billing method description (charges will appear on their wireless bill or be deducted from their prepaid balance on your cellphone account), billing frequency, and disclose that Msg &Data Rates May Apply. (The word "Cancel" does not need to be specifically mentioned in T&C's).	3
53	ADVERTISING	Services must not be presented as free if reasonable usage incurs premium fees.	A service can not be promoted as Free when premium fees are associated with a subscription. If the word FREE is used in promoting the service it must be accompanied by "WITH SUBSCRIPTION."	2
56	ADVERTISING	Website/Advertising and placement must not be deceptive about functions, features or content. The CTA must not suggest that content is available, if no such content is available through the program.	Program advertising or its placement should not be deceptive about functionality, feature, or content of the underlying program. Any premium charges associated with a premium program including whether charges are recurring and nature of the program, including type of content delivered to customer's mobile device. This disclosure must be clear and conspicuous throughout all marketing materials including online, print, or TV advertisements, through out any internet sites associated with program, and throughout opt in process. The CTA must not suggest that content is available, if no such content is available through the program.	2

Rule ID	Category	Name	Description	Severity
57	ADVERTISING	Ads should not imply that unapproved content will be available	Ad should not have sexual representations, bent over poses, etc. which indicate that the content being offered is sexual or unapproved	1
58	CONTINUATION	A separate renewal message must be sent to the subscriber from each service subscribed upon the date of renewal (but at least once a month).	At the time of subscription renewal (but at least once per month), a renewal message must be sent to the subscriber for each service subscribed to.	2
59	CONTINUATION	The renewal MT must contain all required details.	The renewal MT must include program name, the fact that the subscription is being renewed, billing periods, advice of charge for program, and opt-out details.	3
63	BILLING	Billing intervals must be either daily or monthly.	Billing intervals must not exceed one month (only daily and monthly intervals are permitted).	3
64	BILLING	Programs must allow subscription cancellations at any time.	Subscription services can be pro-rated on bill face, but this is not required.	3
65	BILLING	A separate listing for each transaction, with approved format and billing details, must be provided on the bill face.	Charges on bill must match bill face description for approved program. Support numbers must not be listed on bill face. Charges must be listed separately for each transaction for which content was successfully delivered.	3
67	BILLING	Premium charges must not be levied on undelivered content.	Premium charges must not be levied on undelivered content.	2
68	BILLING	Administrative messages must be either Standard Rate or Free to End User.	Administrative messages, such as setting up a subscriber profile, HELP or opt-out MTs, must not have a premium charge.	2
71	ADVERTISING	The service must disclose if human operators are employed to participate in chat.	Website must disclose if a chat is peer-to-peer, group (community) chat, or with "Chat professionals." Bots must not be used in chats. This does not apply to registration, administrative chats or match services.	2

Rule ID	Category	Name	Description	Severity
74	ADVERTISING	The ad must not include an option to purchase premium content via credit card.	There must not be an alternative payment method for premium SMS services. No credit card, social security number or other financial information may be requested from end user.	2
76	ADVERTISING	The checkbox provided for T&C acknowledgement must not pre-checked.	The checkbox provided for T&C acknowledgement must not pre-checked.	3
78	ADVERTISING	The language used in ads marketed to children (under 13) clearly communicates the program offer in a manner likely to be understood by the target market.	All ads, when applicable, disclose clearly in the audio and visual that the program incurs a premium charge, the actual charge, and the fact that standard messaging fees also apply. The term "Free" is used only when no fees are associated with the program. All ads disclose clearly in the audio and visual that the subscriber must be age 18 or older or have a parent's permission to participate. All ads disclose clearly the subscription term, billing interval, and billing method (i.e., wireless phone bill or prepaid balance deduction). All ads disclose clearly the method for canceling the program and advise subscribers that they may cancel anytime. All ads cite a resource, such as a website or a toll-free number, where users can reference the program T&Cs	3
85	ADVERTISING	MIN/PIN entry pages must be provided/hosted by content provider, and represent only the program for which the consumer is requesting to purchase.	MIN/PIN entry is only allowable on pages directly provided/hosted by the Content Provider. Iframes are acceptable, when the URL has been listed in the approved program. Affiliates and other third parties may, in no way, alter the MIN/PIN entry page.	2
86	GENERAL CONDUCT	Content Standards - Illegal Content	Content Standards-Illegal Content	1

Rule ID	Category	Name	Description	Severity
87	GENERAL CONDUCT	Content Standards - Content Rating M18+	Content Standards- Inclusion of M18+ Content	2
88	GENERAL CONDUCT	Content Standards - Non-classification	Content Standards- Inclusion of other excluded content or inappropriate content or as detailed in Verizon Wireless General, User Generated or Short-Code Messaging Content Guidelines	2
89	GENERAL CONDUCT	Content Rating - Other	Content Standards-Inaccurately rated C7+, T13+, or YA 17+ content.	2
92	DOUBLE OPT-IN	Confirmation MT must contain all required details.	Confirmation MT sent to user and must include: program sponsor | program name/description | contact info/HELP | opt-out info | subscription duration (if applicable). Price must be listed in numerical format including $ sign. Must also have disclosure of additional carrier costs.	3
99	GENERAL CONDUCT	Missing Letter of Assurance	Content Standards	2
101	PRIVACY	Mobile billing must only be used for purchasing premium content for wireless devices. It must not be used for purchasing online goods or virtual goods (VZW does not allow micropayments)	Mobile billing must only be used for purchasing premium content for wireless devices. It must not be used for purchasing online goods or virtual goods (VZW does not allow micropayments)	2
103	CONTINUATION	A reminder MT must be sent to the participating subscriber's handset, 3-5 days prior to renewal message.	A reminder MT must be received by user 3-5 days prior to anniversary date of confirmed opt in. The reminder MT must contain price information.	2
104	ADVERTISING	The pricing and billing disclosure must be at least 12pt font and be within a 125 pixel range of the MIN/PIN entry field with no other text in between except text related to pricing.	The pricing and billing disclosure must be at least 12pt font and be within a 125 pixel range of the MIN/PIN entry field with no other text in between except text related to pricing. No marketing. No cross-sell or up-sell. Nothing distractive from pricing	2
105	ADVERTISING	The compliant pricing and billing disclosure	The MIN/PIN entry page should include at least one pricing and billing	2

Rule ID	Category	Name	Description	Severity
		near the MIN/PIN entry field must have a minimum contrast of 125.	disclosure with a minimum color contrast value of 125 (using the WC3 brightness formula).	
107	ADVERTISING	Price points must be published in numerical format with a $ sign. (Example $9.99, $.99)	Pricing must be in numerical format with a $ sign. (Example $9.99)	2
108	ADVERTISING	The Substitute program disclosure must be no further than 20 pixels from Primary Offer.	Substitute program disclosure must be no further than 20 pixels from Primary offer description.	2
109	ADVERTISING	The substitute program disclosure font must be no less than 50% of the Primary offer font size.	Substitute program disclosure must be no smaller than one half the font size of the Primary offer description.	2
110	ADVERTISING	Only approved campaigns can be offered to Verizon Wireless subscribers.	CTA must not suggest that content, such as ringtones or sports ringtones are available to Verizon Wireless, if no such content is available through approved program. Must state games are not offered to Verizon Wireless customers.	3
111	ADVERTISING	The summary or full text of the terms and conditions must be displayed with a minimum of three lines of text above the fold on the MIN/PIN page.	The top 3 lines of the Terms and Conditions must be visible above the fold, using a monitor resolution of 1024x768, with minimum chrome. A hyperlink to T&Cs is not acceptable.	2
112	ADVERTISING	Content may not be advertised using "Stacked Marketing" techniques.	A program may not during opt-in process redirect to another MIN or provide additional keywords that lead to other premium content other than the one subscribed.	2
113	GENERAL CONDUCT	A campaign in Repeat Offender status must block opt-in for all new Verizon Wireless subscribers.	When program is placed in a Repeat Offender status, opt-in must be disabled for all new Verizon Wireless subscribers. Existing subscribers may continue to use the service.	2
121	CONTESTS	Sweepstakes must be based upon chance not skill. Sweepstakes must include a prize of actual value, and may not consist of prohibited or age inappropriate items.	Sweepstakes must be based upon chance not skill. Sweepstakes must include a prize of actual value, and may not consist of prohibited or age inappropriate items.	2
122	CONTESTS	All Sweepstakes must	All Sweepstakes must offer a free	2

Rule ID	Category	Name	Description	Severity
		offer a free Alternative Method of Entry (AMOE).	Alternative Method of Entry (AMOE).	
123	CONTINUATION	The reminder MT must contain all required details.	The reminder MT must include short description, frequency of content, renewal date, HELP and opt-out info.	3
124	HELP	AFTER opt-in: HELP info must provide program information to the user, based on MMA requirements.	After a confirmation of opt-in, a HELP MT must include sponsor name, contact info (phone or web), program description and frequency, disclosure that "Msg&Data Rates may apply"and opt-out info. Price must be listed in numerical format including $ sign.	3
125	CHAT	Age query must occur for all programs rated M18+.	For programs rated M18+, an age verification process must be utilized.	2

Sprint/Nextel

Provisioning

Supported Campaign Matrix

	Sprint	Nextel	Boost
SMS			
Content - Ringer, Screensaver, Games	All Aggregators	Only specific aggregators who have been certified for downloadable binary delivery via Motorola	Not supported
Video downloads	All Aggregators - file limitations less than 200kb	Not supported at this time	Not supported at this time
Video Streaming	Not supported at this time	Not supported at this time	Not supported at this time
Chat	All Aggregators	All Aggregators	All Aggregators
Alert	All Aggregators	All Aggregators	All Aggregators
Vote	All Aggregators	All Aggregators	All Aggregators
Info	All Aggregators	All Aggregators	All Aggregators
MMS	Only specific aggregators who have been certified for MMS connectivity thru PMG	Not supported at this time	Not supported at this time
WAP	Aggregators if MDN is customer provided and not passed by carrier systems otherwise only Bango - due to encryption libraries & secure MDN exposure to approved CPs.	Not supported at this time	Not supported at this time
IVR	Abbreviated Dialing Codes - thru Verisign with SingleTouch	Not supported at this time	Not supported at this time
Full Track Downloads	Trialing soon	Not supported at this time	Not supported at this time

Section	Standard	MMA Id
Short Code Enablement Process	**New short code campaigns – Sprint, Nextel &/or Boost:** • All new campaigns must have formal, complete program brief for review. • Identify if the intent of the campaign is political or controversial in nature. • WAP is not a currently supported functionality for any new or existing short code campaigns. Sprint is in a trial with 1 aggregator only. If/when this changes Sprint will advise. • Website and print collateral should be validated by the aggregator to be MMA compliant prior to submission. Sprint Nextel Boost logos should not be included on websites prior to approval of the campaign • Opt in use case needs to be specific – if keyword – define what the keyword(s) are, if website opt in, identify the website within the use case. • Submission of a campaign to Sprint Nextel does not constitute or guarantee approval of the campaign. **Additional campaigns on existing short codes - Sprint, Nextel &/or Boost:** All campaigns must have formal, complete program brief for review. Email changes using the template identifying the additional attributes to be included with the brief.	SPR-21
	Migrations – Sprint, Nextel &/or Boost Requests to migrate a short code from 1 aggregator to another require: 1) transfer letter from the content provider. 2) Sprint will expire the current campaign and communicate expiration date to current aggregator 3) Sprint will provide start date to the new aggregator. 4) Upon receipt of start date, new aggregator should process as NEW campaign submission. **Sprint is not responsible to ensure the New aggregator has completed their submission process prior to provisioning cycle deadline. The short code will remain with the Current aggregator until the New aggregator has met all submission requirements.** **CSCA deactivations – Sprint, Nextel &/or Boost** • Sprint receives weekly notification of short codes which have not been renewed at www.usshortcodes.com • Sprint will notify the aggregator partner of the intent to expire the short code on Sprint Nextel Boost networks and provide a renew by date. • Sprint will check CSCA the day after the renew by date. If paid, we will remove the short code from the expiration file, if not paid, the short code will be submitted to Sprint Nextel Boost networks for termination from the network during network CMC event. • If the short code is allowed to expire, proof of payment is	SPR-22

Section	Standard	MMA Id
	required prior to submission as NEW short code campaign within standard provisioning cycle timelines.	

Sprint/Nextel Certification

Sprint/Nextel does not require certification for off-deck programs.

Sprint/Nextel Audit

Section	Standard	MMA Id
Compliance Reporting and Audits	MMA Consumer Best Practices compliance is the expectation for all short code campaigns. Non-compliant short code campaigns should expect consequences up to and including termination from Sprint Nextel Boost networks. Areas of compliance monitoring: • Collateral • Industry • MDN Recycling • Messaging errors destined to invalid or blocked Sprint MDN's >25% failure rate • Billing errors destined to invalid or blocked Sprint MDN's >25% failure rate • Billing/refund incidents	SPR-23
Campaign Violations		SPR-24
Content Policy	All Campaigns follow MMA CBP guidelines and Code of Content. The following are additional Content Policy guidelines that Sprint enforces for 3rd Party Mobile Marketing campaigns: PORNOGRAPHY AND OBSCENITY: Pornography and Obscenity: We do not allow images and video content that contains nudity, sexually graphic material, or material that is otherwise deemed explicit by Sprint. Pedophilia, Incest and Bestiality: Users may not publish written, image or video content that promotes pedophilia, incest and bestiality. Commercial Pornography: We do not allow content that exists for the primary purpose of monetizing porn content or driving traffic to a monetized pornography site. Child Pornography: Sprint has a zero-tolerance policy against child pornography, and we will terminate and report to the appropriate authorities any aggregator who attempts to publish or distribute child pornography. HATEFUL CONTENT: Users may not publish material that promotes hate toward groups based on race or ethnic origin, religion, disability, gender, age, veteran status, and sexual orientation/gender identity. VIOLENT CONTENT: Users may not publish direct threats of violence against any person or group of people. COPYRIGHT: It is Sprint's policy to respond to clear notices of alleged copyright infringement. PRIVATE AND CONFIDENTIAL INFORMATION: Sprint does not allow the unauthorized publishing of people's private and confidential information, such as credit card numbers, Social Security Numbers, and driver's and other license numbers. IMPERSONATION: Sprint does not allow impersonation of others through our services in a manner that is intended to or does mislead or confuse others. UNLAWFUL USE OF SERVICES: Sprint's products and services should not be used for unlawful purposes or for promotion of dangerous and illegal activities. Your campaign will be terminated and you will be	SPR-25

Section	Standard	MMA Id
	reported to the appropriate authorities. SPAM, MALICIOUS CODES AND VIRUSES: Sprint does not allow spamming or transmitting malware and viruses.	
MDN Recycling Enforcement	Three areas will continue to be the areas of focus and require written explanation: Repeat violations to the same MDN (day after day) Per Day – double digit violations for one MDN Multiple MDN occurrences (non voting campaigns) – mid-high double-digit per day, per content provider, per aggregator range	SPR-26
Compliance Monitoring and Enforcement on the Sprint Network	**Compliance Monitoring and Enforcement on the Sprint Network**	SPR-27
	As an integral part of initial program approval, before launch of a short code on its network, Sprint requires the aggregator to submit to support@psmsindustrymonitor.com a dedicated email address operated by the content provider to receive communications from the Sprint Compliance Team regarding, for example, login credentials. The content provider's email address must be live 24/7, and any changes to that email address must be provided to support@psmsindustrymonitor.com at least 30 days before taking effect. This address must originate from a domain name registered to the content provider; free email services such as Gmail or Yahoo are unacceptable. The addresses support@psmsindustrymonitor.com and compliance@psmsindustrymonitor.com must be white listed.	SPR-28

Compliance Monitoring Process	**Compliance Monitoring Process**
	Every week, the Sprint Compliance Team evaluates programs operating on the Sprint network against audit standards published as the:
	
	  ▪ Sprint In-Market Short code Violations and Actions Required,
	
	  ▪ Sprint Standard Rate Short code Violations and Actions Required,
	
	  ▪ Sprint WAP Billing Violations and Actions Required,
	
	  ▪ Sprint Message Flow Short code Violations and Actions Required, and
	
	  ▪ Sprint Standard Rate Message Flow Short code Violations and Actions Required lists.
	
	Known collectively as the Sprint audit standards, these lists appear in appendices A through E. Appendix F contains a sample compliant message flow and approved abbreviations for use in SMS messages.
		SPR-29

Section	Standard	MMA Id
	The violations and actions required on the Sprint In-Market Short code Violations and Actions Required and the Sprint Standard Rate Short code Violations and Actions Required lists apply to landing pages, defined as Web pages having a text-in command or MIN-entry field. All required disclosures, as captured in these lists in the appendices, must appear on these pages along with the primary call-to-action. Sprint also requires jump pages with a PSMS call-to-action or quiz environment resulting in a PSMS offer to include all of the required disclosures on every page served to the customer. Moreover, the disclosures must appear in print, TV, and radio ads as well as on WAP sites and other sources of PSMS calls-to-action. The violations and actions required on the Sprint WAP Billing Violations and Actions Required list applies to the page in the WAP Billing application with the "Pay on my phone bill" button. The violations and actions required on the Sprint Message Flow Short code Violations and Actions Required and Sprint Standard Rate Message Flow Short code Violations and Actions Required lists apply to five SMS message types: PIN/Opt-In, Confirmation, Help, Renewal, and Opt-Out. Violations, with their actions required, are organized in *all* the Sprint audit standards in five categories: Program, Pricing, Subscription, T&Cs, Charges and Billing. Elements within program advertising creative and related message flows that violate these standards are classified as Severity 1, Severity 2, or Severity 3, based on the seriousness of the infraction, with Severity 1 the most egregious. Each short code associated with these advertisements and message flows is then grouped by media type (e.g., online, print, TV) and designated either "Pass" or "Fail," with failures assigned the highest severity level as reflected in the audit. Compliance monitoring is ongoing, throughout 52 weeks of the year. Consequently, noncompliant advertisements intercepted in market at any time result in the related short code being cited, even if a previously open audit on that short code has just been closed. The descriptor "closed audit" simply means that the message flow or the advertisement or advertisements on that audit have been brought into compliance or are no longer in market; nevertheless, all violations cited on that audit still incur the prescribed penalty (e.g., loss of revenue share). The Sprint audit standards are updated regularly, and before the revisions take effect, the lists are distributed to the aggregators and content providers whose programs operate through the Sprint gateway. These updates are released at least 30 days before implementation. Please note that in some instances, and depending on the severity and risk level, immediate compliance might be mandated. ***Program Violation Notices*** To help content providers manage and correct violations cited on their advertising creative, Sprint distributes color-coded Program Violation Notices, or failure forms, each week. At the top of a failure form for an advertising audit is a unique audit number and the short code,	SPR-30

Section	Standard	MMA Id
	content provider, aggregator, number of total interceptions, and number of total unique interceptions as well as the notice date and the cure date. A **red** failure form indicates that the most serious violations committed on that short code are categorized as Severity 1. An **orange** failure form indicates that the most serious violations on the short code are categorized as Severity 2. And, a **yellow** failure form indicates all violations on the short code are categorized as Severity 3. Content providers and aggregators should consult the failure form for a complete list of violations committed on that short code and to learn what to do to bring the advertising into compliance with Sprint audit standards and Mobile Marketing Association (MMA) Consumer Best Practices (CBP). Below the list of violations and actions required are thumbnail images of each unique piece of advertising creative on that short code captured during the review period. For convenience, unique creative are organized and numbered in Groups with their duplicates. Therefore, the number of unique creative will correspond directly with the number of groups. Clicking on any thumbnail allows the user to view an itemized list of the specific violations on that individual unique creative and related duplicates, with severity levels and actions required to correct the violations. Clicking on the thumbnail just above the itemized list takes the user to a full-size screenshot or video clip of the creative as it appeared in market on the capture date. For online advertisements, the Intercept Location link leads to the actual Web site where the creative was intercepted. The URLs below the itemized list lead to related duplicate creative. In the event that the unique creative is an affiliate marketer's advertisement, the URLs titled "Page Links To" lead to the content provider's advertisements to which the affiliate advertisement is related. Message flow failure forms are similar to advertising failure forms, with an image of the advertisement from which the flow was generated followed by the messages subject to audit. The user can access the related advertisement by clicking on this image and following the link. Below each message in the flow is an itemized list of the violations committed in that message with corresponding severity levels and actions required to correct the violations. ***Accessing Program Violation Notices*** Where WMC Global detects violations of the Sprint audit standards, both the content provider and the relevant aggregator receive a compliance notification via email containing a URL link or links to their Program Violation Notices. Although the PSMS Industry Monitor ticketing system sends URLs directly to content providers, all aggregators still retain responsibility for working with the content providers they manage to resolve violations. Aggregators can log into the PSMS Industry Monitor In-Market Monitoring Portal (IMM Portal) directly and view all violations on short codes associated with the content providers they manage. Content providers also can log into the IMM Portal but only to view their own	

Section	Standard	MMA Id
	audit information. They access the details of their short code violations by clicking the URL link or links in the compliance notification email, entering their unique username and password when prompted, and clicking on the appropriate thumbnail images and links in the violation notice, which will take them to the relevant section of the portal or to the Internet. Both aggregators and content providers can access the IMM Portal at http://www1.psmsindustrymonitor.com/user/login. Content provider and aggregator staff who misplace their credentials or experience technical difficulties may reset their login credentials at http://www1.psmsindustrymonitor.com/user/requestReset or contact support@psmsindustrymonitor.com for assistance.	
Enforcement Process	**Enforcement Process** The term *enforcement* simply refers to the process by which the Sprint Compliance Team works with aggregators and content providers to help them resolve outstanding audits by the noted cure date.	SPR-31
	Within 48 hours of issue of a Program Violation Notice, the aggregator or content provider must confirm via the Sprint compliance email address (compliance@psmsindustrymonitor.com) that all violations have been resolved.	SPR-32
Q&A Process	**Q&A Process** On receipt of a Program Violation Notice, or failure form, content providers who have questions should read this "Compliance Monitoring and Enforcement on the Sprint Network" document thoroughly; the answers, in most cases, will be found here. They can also refer to Appendix G, which contains an advertisement for ringtones, wallpapers, videos, and games that complies with all Sprint audit standards, including displaying pricing and subscription disclosure adjacent to the cell-submit field. In the unlikely event that uncertainty remains, good faith questions may be submitted to compliance@psmsindustrymonitor.com by replying to the ticket. The reply, which must preserve the ticket subject field, should pose *specific* questions or outline issues relating to the cited violations (noting failure form number and short code). Aggregators and content providers should appreciate that Q&A is a courtesy extended to them solely for the purpose of entertaining good faith questions and helping them understand how they may bring their advertising into compliance. The PSMS Industry Monitor ticketing system and support email are not a venue for arguing about the MMA CBP or Sprint audit standards or for winding down the clock. Therefore, users of the ticketing system should refrain from pasting sections of the MMA CBP into, or attaching documents to, email.	SPR-33
	The Sprint Compliance Team responds to content provider concerns based strictly on the published actions that Sprint requires to correct any given published violation. The Compliance Team is unable to address creative design issues, for example, or offer advice on how to lay out a Web page so it would meet requirements for placement of critical information such as pricing and subscription disclosure. Nor will the carrier or the Team review and approve revised advertising creative. Asking about the number or status of a content provider's	SPR-34

Section	Standard	MMA Id
	violations monthly count also is inappropriate; therefore, questions of this nature will not be addressed. As often as not, careful reading of this *entire* document, including the relevant Sprint audit standards in the appendices, should suffice.	
	The Compliance Team responds promptly to all Q&A messages. Generally, except in extreme circumstances, no extension is given on time to bring failed creative into compliance, regardless of Q&A status.	SPR-35
Retests	**Retests** Responsibility for advising the Sprint Compliance Team when either the requisite changes have been made or the offending advertisement or message flow has been removed from market resides with the content provider. After 48 hours have passed and the Compliance Team has received no such advice, one proactive retest is performed on the advertisement or message flow. If all advertisements or messages on a failure form have been brought into compliance on or before the designated cure date, the Sprint Compliance Team closes the audit and updates the audit status from Open to Closed in the IMM Portal. If the Compliance Team fails to receive confirmation, regardless of cause, and the content provider fails to take the actions required, the short code is subject to further action—up to and including loss of revenue share and de-provisioning from the Sprint network. In this case, the audit status is changed to Escalated. In the case of TV or print advertisements with longer production cycles, content providers may submit a retest request for a future release date. Or content providers who have been unsuccessful in their attempts to correct their other types of advertising or there message flows might require an additional retest or retests. Retest requests must be made in good faith, with a clear explanation of the changes implemented. Audits at this status are categorized as Pending Retest. Depending on the results of this retest, the audit status is updated to Closed or Retest Failed. Audits that remain in the Retest Failed state beyond the cure date will be reported along with Escalated audits for carrier action.	SPR-15.5
Appeals Process	**Appeals Process** Content providers who feel they have a legitimate claim may challenge an audit by responding appropriately to compliance@psmsindustrymonitor.com within 48 hours of receiving a Program Violation Notice. The email message should state explicitly why the content provider deems the audit incorrect and should include proof to validate this claim. Appeals must be directed at the application of violations to the specific audit in question; the legitimacy of the audit standards themselves is not open for debate. Although content providers are encouraged to include all details relevant to the appeal, this presentation should be a straightforward account of the facts with evidence. A multiple-page thesis is not the appropriate format in which to couch an appeal. The Sprint Compliance Team assumes primary responsibility for handling appeals as it does for compliance monitoring, enforcement, and Q&A. When necessary, the Team engages Sprint management personnel to resolve issues, but explanations the Team provides govern the appeals process. The outcome of the appeals process will	SPR-36

Section	Standard	MMA Id
	be validated on a per-creative basis at Sprint's discretion. The descriptor "appeal valid" indicates that Sprint deems the content provider's claim legitimate and that the relevant violation or violations are removed from the audit and, therefore, the month end count. "Appeal denied" indicates that Sprint has rejected the claim as unsubstantiated and that the prescribed penalty applies. Content providers who are dissatisfied with the outcome of their appeal may choose to take their claim directly to Sprint via their aggregator. The aggregator should use the appropriate form to raise audit-appeal issues with a Sprint representative, presenting it within seven days of the appeal denial.	
Penalties	**Penalties** For purposes of determining penalties involving revenue share, at the end of every calendar month, the Sprint Compliance Team counts and categorizes all failed creative intercepted during that month. The Compliance Team reviews individually the screenshot of every piece of creative that failed an audit, assessing it subjectively and grouping it by visual similarities with other failed creative. In this way, multiple similar creative, necessarily cited for the same violations, are categorized as one failure even when their URLs might differ. This categorization produces results similar to the groups of duplicates that appear on failure forms, except the revenue share penalty is assessed over the entire month rather than weekly. For this calculation, message flows contain up to five distinct groups, one for each message type. A running tally of violations is kept for a given short code while reviewing relevant creative across all severity levels. Please note that Sprint neither considers nor accepts violation counts that aggregators suggest. In other words, Sprint determines all violation counts, which the carrier considers *final*.	SPR-37
Compliance Timelines and Accountability	**Compliance Timelines and Accountability** The Sprint audit standards express the violations encountered in advertising creative, message flows, WAP billing applications, and other sources of PSMS calls-to-action and among short codes operating through the Sprint gateway. These violations, which contravene Sprint policies and MMA CBP, are assigned a severity level—1, 2, or 3—corresponding to the seriousness of the violation. Each violation is also associated with an action that Sprint requires for the advertising campaign's continued operation. Sprint expects content providers to respond to Program Violation Notices promptly: ▪ Violations pertaining to adult content (Severity 1) must be resolved *immediately* on notification from Sprint. Content providers must remove from the Sprint network, without delay, creative that advertises adult content or implies availability of adult content for download to the mobile handset or to any other device or equipment. ▪ All other Severity 1 violations as well as Severity 2 and Severity 3 violations must be resolved *within 48 hours* of distribution of URLs to Program Violation Notices to the aggregators and content providers. Content providers must take the specific actions required that are associated with their violations listed on the Program Violation Notices.	SPR-21

Section	Standard	MMA Id
	Please note that in the case of online advertisements these violations and actions required apply to all forms of jump and quiz pages as well as to traditional landing pages. Moreover, although content providers need not own or manage the pages representing their offers, they nevertheless assume full responsibility for ensuring that their affiliate partners market their offers in a manner consistent with these documented standards.	SPR-22
	A content provider's failure to comply promptly and completely with Program Violation Notices will result in Sprint's swift action against both aggregator and content provider. Sprint reviews all open tickets weekly, including tickets at the Escalated and Retest Failed statuses. Failure to take corrective action within 48 hours of final notice from Sprint will result in short code suspension. Suspended short codes will remain suspended until all overdue tickets are brought into compliance. Consequences of repeated noncompliance include the following: ▪ Aggregators will face financial penalties for failure to manage their content providers within these documented standards. ▪ Content providers' noncompliance with the action required for any violation, regardless of severity level, will result in suspension of approval for new programs until the violating program is brought into compliance. ▪ Content providers' repeated noncompliance, or even obvious efforts to skirt the spirit of these documented standards, might result in temporary or permanent suspension of the short codes in question.	SPR-23
	Sprint monitors creative in market, and this document is updated regularly to address new violations as soon as they arise. With each update, the carrier expects content providers to ensure that all of their creative, current in addition to new, meets the most recent standards. In the absence of content provider action, aggregators, ultimately, assume full responsibility for resolving all compliance issues.	SPR-24
	Please keep in mind that . . . ▪ Landing pages must identify the content provider (by short code) and the service provider; display the pricing and subscription disclosure, when applicable, in the main offer; and spell out the offer terms and conditions, including billing method, other charges, and opt-out information. In addition, landing pages must comply fully with all other Sprint policies and MMA CBP. ▪ A jump page is defined as any advertisement that "jumps" a customer between offers for programs on more than one short code. Jump pages often are controlled by affiliate marketers but also might jump between different short codes belonging to the same content provider. Examples of jump pages include traditional "Select-your-carrier" button bars or dropdown menus as well as MIN-entry "host 'n' post" pages that direct customers to different PIN-entry pages based on handset information.	SPR-25

- Jump pages may not serve as a collection site for phone numbers and PINs; this information may be entered only on landing pages controlled by content providers themselves.
- Select-your-carrier jump pages containing information in addition to carrier logos must comply fully with Sprint policies and MMA CBP.
- Use of the term *free* is prohibited in advertising creative for PSMS offers, and Sprint will continue to cite this violation vigorously. The only exceptions include Free as a proper noun—such as in song titles (e.g., "Free Bird," "Love Is Free") and artist names (Free, Free the Robots, Sugar Free)— free in common expressions (e.g., hassle-free, toll-free, sugar-free), and other similar usage that clearly does not imply the customer will receive something without charge. The term *free* in gibberish text also is prohibited.
- The "cell-submit field" in PSMS advertisements is the box designated for entry of the customer's mobile phone number; it is *not* the Submit button that the customer must click after entering his or her phone number in the cell-submit field. The action required "Display pricing [or subscription disclosure] within one line break of the cell-submit field" means the pricing and subscription disclosure (e.g., $9.99/month) must appear immediately adjacent to (i.e., above or below) the cell-submit field and must not be displayed in a graphic, such as a starburst or bubble. One line break refers to one *physical line break the point size of the pricing and subscription disclosure* rather than to an HTML line break. In other words, the space between the pricing and subscription disclosure and the cell-submit field should be insufficient in which to display another line of text. See appendix E for an example of an advertisement in which pricing and subscription disclosure are displayed adjacent to the cell-submit field.
- The descriptor "stacked marketing," a deceptive form of advertising, refers to cross-selling of several PSMS promotions from the same or different sponsors, sometimes on multiple different short codes, within the same online user flow, whereby a customer is shown a series of offers in close succession, often with his or her mobile phone number pre-populated in subsequent pages. A Web site's initial pitch might solicit the customer's number by offering "free" MP3s or ringtones, then cycle the customer through the series of offers before he or she can claim the free content.
- Screenshots are taken on a screen size of 1024x768 pixels using the default configuration on a major Web browser, including Internet Explorer, Safari, Firefox, and Chrome.
- The PSMS offer and all terms and conditions must be clear and visible using only the default browser scroll bar. Disclosures may not be truncated or obscured by frames or secondary scroll boxes, and the terms and conditions may not be contained within a scroll-box.

Appendix A: In-Market Short code Violations & Actions Required

	Sprint In-Market Short code Violations and Actions Required		
	Violations	Severity	Actions Required
Program	Contains illicit, violent, or adult content	1	Remove illicit, violent, or adult content
	Implies illicit, violent, or adult content will be available	1	Remove implication that illicit, violent, or adult content will be available
	Affiliated with unapproved marketing practices or content	1	Reconcile product or service with original program brief on record, or submit new, accurate program brief for review
	Displays viewer data or hash code	1	Remove from advertisement information that identifies viewer
	User experience modified for select viewers in manner that subverts monitoring	1	Deliver compliant, functional user experience to all viewers
	Contains profanity	1	Remove profanity
	Contains reference to abuse of controlled substance (e.g., alcohol, drugs, tobacco)	1	Remove reference to abuse of any controlled substance
	Promotes alcohol consumption	1	Remove promotion for alcohol consumption
	No product or service disclosure	1	Disclose product or service in main offer
	No product quantity	1	Display product quantity in main offer
	Unclear product quantity for Sprint customers	1	Disclose actual product quantity for Sprint customers
	Substitute program details point size too small for Sprint customers	1	Increase point size of Sprint program details to at least 50% the size of primary offer description
	Substitute program for Sprint customers not displayed adjacent to primary offer description	1	Disclose Sprint program details in main offer within 20 pixels of primary offer description
	Substitute program for Sprint customers hidden in T&Cs	1	Disclose Sprint program details in main offer within 20 pixels of primary offer description
	Substitute program details point size too small for Nextel customers	1	Increase point size of Nextel program details to at least 50% the size of primary offer description
	Substitute program for Nextel customers not displayed adjacent to primary offer description	1	Disclose Nextel program details in main offer within 20 pixels of primary offer description
	Substitute program for Nextel customers hidden in T&Cs	1	Disclose Nextel program details in main offer within 20 pixels of primary offer description
	Misrepresentation of product offering	1	Reconcile, among main offer, CA, and T&Cs, all references to product type
	Misrepresentation of product quantity	1	Display only actual product quantity per subscription term (e.g., 15 ringtones/mo.)
	Product offering associated with stacked marketing	1	Remove offer from stacked marketing flow
	Customer mobile phone number pre-	1	Require customer to enter full phone

	populated or saved		number for each offer
	Program sponsor not identified	1	Identify program sponsor by short code
	Unapproved carrier endorsement	1	Remove carrier endorsement
	Superimposed text	1	Remove superimposed text
	Unclear keyword	1	Reconcile, among audio and video, all references to keyword
	Cell-submit function located on affiliate-controlled (host _n' post) page	1	Move cell-submit function to program sponsor–controlled page
	Preselected radio button or checkbox	1	Leave all radio buttons or checkboxes empty for customer action
	Product or service disclosure hidden in T&Cs	2	Disclose product or service in main offer
	Product quantity hidden in T&Cs	2	Display product quantity in main offer
Pricing	No pricing	1	Display program pricing in main offer
	No Sprint pricing	1	Display Sprint pricing in main offer
	No Nextel pricing	1	Display Nextel pricing in main offer
	Pricing point size too small	1	Increase pricing disclosure to at least 12-point font
	Pricing indistinguishable from background color	1	Alter color scheme to minimum color contrast value125
	Pricing not displayed adjacent to cell-submit field [online]	1	Display pricing within 125 pixels of cell-submit field with no intervening text
	Pricing not displayed adjacent to cell-submit field [mobile Web]	1	Display pricing within one line break of cell-submit field
	Pricing hidden in T&Cs	1	Display program pricing in main offer
	Sprint pricing hidden in T&Cs	1	Display Sprint pricing in main offer
	Nextel pricing hidden in T&Cs	1	Display Nextel pricing in main offer
	Conflicting pricing	1	Display correct pricing
	Pricing illegible	1	Increase point size and alter color scheme to improve contrast
	Per-message pricing for chat	1	Migrate to unlimited monthly subscription
	Use of the term free	1	Remove the term free
	Carrier-specific pricing unspecified	1	Specify pricing for each carrier individually
	Unclear Sprint pricing	1	Specify Sprint pricing individually
	Unclear Nextel pricing	1	Specify Nextel pricing individually
	Incorrect pricing format	1	Display full pricing clearly as numerals with dollar sign (e.g., $9.99)
	Pricing disclosure and billing term separated by intervening text	1	Display pricing disclosure and billing term with no intervening text

	Sprint In-Market Short code Violations and Actions Required *continued*		
	Violations	*Severity*	*Actions Required*
Subscription	No subscription disclosure	1	Display subscription disclosure in main offer
	Subscription disclosure not displayed adjacent to cell-submit field [online]	1	Display subscription disclosure within 125 pixels of cell-submit field with no intervening text
	Subscription disclosure not displayed	1	Display subscription disclosure within

	adjacent to cell-submit field [mobile Web]		one line break of cell-submit field
	Subscription disclosure hidden in T&Cs	1	Display subscription disclosure in main offer
	Nextel subscription disclosure hidden in T&Cs	1	Display Nextel subscription disclosure in main offer
	No subscription term	1	Display subscription term in main offer
	Unclear subscription term	1	Reconcile, among main offer, CA, and T&Cs, all references to subscription term
	Subscription term not displayed adjacent to cell-submit field [online]	1	Display subscription term within 125 pixels of cell-submit field with no intervening text
	Subscription term not displayed adjacent to cell-submit field [mobile Web]	1	Display subscription term within one line break of cell-submit field
	Subscription term hidden in T&Cs	1	Display subscription term in main offer
	Weekly subscription	1	Migrate to monthly subscription immediately
	Daily subscription	1	Migrate to monthly subscription immediately
T&Cs	No account holder authorization disclosure	1	Display disclosure indicating all purchases must be authorized by account holder
	Account holder authorization disclosure below fold	1	Display account holder authorization disclosure above fold at screen resolution 1024x768
	No privacy policy or link to privacy policy[1]	1	Display privacy policy or link to privacy policy
	Scrolling T&Cs	1	Make T&Cs static
	Ad contained within invisible frame	1	Reveal scroll bar
	T&Cs contained in separate scroll-box	1	Remove scroll from offer
	No opt-out information	1	Display STOP as opt-out command
	Incorrect opt-out information	1	Associate opt-out command with short code and preface with ―Send‖ or ―Text‖
	Unclear opt-out information	1	Associate opt-out command with short code and preface with ―Send‖ or ―Text‖
	No HELP contact information	1	Display HELP text command, phone number, or both
	Unclear HELP contact information	1	Associate HELP command with short code and preface with ―Send‖ or ―Text‖
Charges and Billing	No customer cancellation disclosure	1	Disclose clearly that service charges will automatically renew until customer cancels by sending STOP to short code
	No mention of billing method	3	Disclose billing method (i.e., charges will appear on customer's mobile phone bill or be deducted from his or her prepaid balance)

	Conflicting billing methods	3	Disclose correct billing method only
	No mention that message and data rates may apply	3	Disclose that message and data rates may apply

Appendix B: Standard Rate Short code Violations and Actions Required

	Sprint Standard Rate Short code Violations and Actions Required*		
	Violations	*Severity*	*Actions Required*
Program	Contains illicit, violent, or adult content	1	Remove illicit, violent, or adult content
	Implies illicit, violent, or adult content will be available	1	Remove implication that illicit, violent, or adult content will be available
	Affiliated with unapproved marketing practices or content	1	Reconcile product or service with original program brief on record, or submit new, accurate program brief for review
	Displays viewer data or hash code	1	Remove from advertisement information that identifies viewer
	User experience modified for select viewers in manner that subverts monitoring	1	Deliver compliant, functional user experience to all viewers
	Contains profanity	1	Remove profanity
	Contains reference to abuse of controlled substance (e.g., alcohol, drugs, tobacco)	1	Remove reference to abuse of any controlled substance
	Promotes alcohol consumption	1	Remove promotion for alcohol consumption
	No product or service disclosure	1	Disclose product or service in main offer
	No product quantity	1	Disclose product quantity in main offer
	Unclear product quantity for Sprint customers	1	Disclose actual product quantity for Sprint customers
	Misrepresentation of product offering	1	Reconcile, among main offer, CA, and T&Cs, all references to product type
	Misrepresentation of product quantity	1	Display only actual product quantity per subscription term (e.g., 15 ringtones/mo.)
	Program sponsor not identified	1	Identify program sponsor by short code
	Unapproved carrier endorsement	1	Remove carrier endorsement
	Superimposed text	1	Remove superimposed text
	Unclear keyword	1	Reconcile, among audio and video, all references to keyword
	Preselected radio button or checkbox	1	Leave all radio buttons or checkboxes empty for customer action
	Product or service disclosure hidden in T&Cs	2	Disclose product or service in main offer
	Product quantity hidden in T&Cs	2	Display product quantity in main offer
Pricing	Use of the term free	1	Remove the term free
Subscription	No subscription disclosure	1	Display subscription disclosure in main offer
	Subscription disclosure not displayed adjacent to cell-submit field	1	Display subscription disclosure within one line break of cell-submit field
	Subscription disclosure hidden in T&Cs	1	Display subscription disclosure in main offer

T&Cs	No privacy policy or link to privacy policy	1	Display privacy policy or link to privacy policy
	No opt-out information	1	Display STOP as opt-out command
	Incorrect opt-out information	1	Associate opt-out command with short code and preface with —Send‖ or —Text‖
	Unclear opt-out information	1	Associate opt-out command with short code and preface with —Send‖ or —Text‖
	No HELP contact information	1	Display HELP text command, phone number, or both
	Unclear HELP contact information	1	Associate HELP command with short code and preface with —Send‖ or —Text‖
Charges and Billing	No mention that message and data rates may apply	3	Disclose that message and data rates may apply

*Sprint Standard Rate Short code Violations and Actions Required are effective immediately.

Appendix C: WAP Billing Violations and Actions Required

		Sprint WAP Billing Violations and Actions Required		
		Violations	*Severity*	*Actions Required*
Opt-In Screen	*Program*	Contains illicit, violent, or adult content	1	Remove illicit, violent, or adult content
		Implies illicit, violent, or adult content will be available	1	Remove implication that illicit, violent, or adult content will be available
		Affiliated with unapproved marketing practices or content	1	Reconcile product or service with original program brief on record, or submit new, accurate program brief for review
		Contains profanity	1	Remove profanity
		Failure to place or format disclosures in main offer as prescribed2	1	Display and arrange all disclosures in main offer in prescribed format
		No product or service disclosure	1	Disclose product or service in main offer
		No product quantity	1	Disclose product quantity in main offer
		Misrepresentation of product offering	1	Reconcile, among main offer, CA, and T&Cs, all references to product type
		Misrepresentation of product quantity	1	Display only actual product quantity per subscription term (e.g., 15 ringtones/mo.)
		Program sponsor not identified	1	Identify program sponsor by short code
		Unapproved carrier endorsement	1	Remove carrier endorsement
		Superimposed text	1	Remove superimposed text
	Pricing	No pricing	1	Display program pricing directly above "Buy", "Purchase," or Subscribe button
		Pricing point size too small	1	Increase pricing point size to at least 50% as large as CA point size
		No explicit "Buy", "Purchase," or Subscribe button	1	Display explicit "Buy," "Purchase," or "Subscribe" button
		Conflicting pricing	1	Display correct pricing
		Pricing illegible	1	Increase point size and alter color scheme to improve contrast
		Use of the term free	1	Remove the term free
		Pricing spelled out in main offer	1	Express pricing as numerals in main offer
		No pricing	1	Display program pricing directly above "Buy", "Purchase," or Subscribe button
		Pricing point size too small	1	Increase pricing point size to at least 50% as large as CA point size
		No explicit "Buy", "Purchase," or Subscribe button	1	Display explicit "Buy", "Purchase," or Subscribe button
	Subscription	No subscription disclosure	1	Display subscription disclosure directly above "Buy", "Purchase,"

				or Subscribe button
		No subscription term	1	Display subscription term directly above "Buy", "Purchase," or Subscribe button
		Weekly subscription	1	Migrate to monthly subscription immediately
		Daily subscription	1	Migrate to monthly subscription immediately
		Unclear subscription term	1	Reconcile, among main offer, CA, and T&Cs, all references to subscription term
	T&Cs	No T&Cs link	1	Implement T&Cs link directly below "Cancel" button
		Abbreviated T&Cs illegible	1	Increase point size and change color scheme to improve contrast
		Automatic opt-in to unrelated ads and promos with current program opt-in	1	Discontinue automatic opt-in to unrelated ads and promos
		No link to privacy policy	1	Display link to privacy policy directly below "Terms and Conditions" link
		T&Cs contained in separate scroll-box	1	Remove scroll from offer
		No opt-out information	1	Display STOP as opt-out command
		Incorrect opt-out information	1	Associate opt-out command with short code and preface with "Send" or "Text"
		Unclear opt-out information	1	Associate opt-out command with short code and preface with "Send" or "Text"
		No HELP contact information	1	Display HELP text command, phone number, or both
		Unclear HELP contact information	1	Associate HELP command with short code and preface with "Send" or "Text"
	Charges & Billing	No mention of billing method	3	Disclose billing method
		Conflicting billing methods	3	Disclose correct billing method only
		No mention that message and data rates may apply	3	Disclose that message and data rates may apply directly below "Privacy Policy" link
Purchase Confirmation Screen	Program	Failure to initiate double opt-in	1	Require user to agree to offer conditions by selecting "Buy, "Purchase, or "Subscribe" before displaying purchase confirmation screen
		Contains illicit, violent, or adult content	1	Remove illicit, violent, or adult content
		Implies illicit, violent, or adult content will be available	1	Remove implication that illicit, violent, or adult content will be available
		Affiliated with unapproved marketing practices or content	1	Reconcile product or service with original program brief on record, or submit new, accurate program brief for review
		Contains profanity	1	Remove profanity
		Failure to place or format disclosures in main offer as prescribed[3]	1	Display and arrange all disclosures in main offer in prescribed format
		No product or service disclosure	1	Disclose product or service in main offer
		No product quantity	1	Disclose product quantity in main offer

		Violation	Severity	Action
		Misrepresentation of product offering	1	Reconcile, among main offer, CA, and T&Cs, all references to product type
		Misrepresentation of product quantity	1	Display only actual product quantity per subscription term (e.g., 15 ringtones/mo.)
		Program sponsor not identified	1	Identify program sponsor by short code
		Unapproved carrier endorsement	1	Remove carrier endorsement
		Superimposed text	1	Remove superimposed text
	Pricing	No pricing	1	Display program pricing in main offer
		Pricing point size too small	1	Increase pricing point size to at least 50% as large as CA point size
		No explicit "Pay on My Phone Bill" button	1	Display explicit "Pay on My Phone Bill" button
		Conflicting pricing	1	Display correct pricing
		Pricing illegible	1	Increase point size and alter color scheme to improve contrast
		Use of the term *free*	1	Remove the term *free*
		Pricing spelled out in main offer	1	Express pricing as numerals in main offer
	Subscription	No subscription disclosure	1	Display subscription disclosure in main offer
		No subscription term	1	Display subscription term on same screen as CA, visible without scrolling
		Weekly subscription	1	Migrate to monthly subscription immediately
		Daily subscription	1	Migrate to monthly subscription immediately
		Unclear subscription term	1	Reconcile, among main offer, CA, and T&Cs, all references to subscription term

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3 refer to Appendix F, Exhibit 3, for the prescribed main offer format.

Compliance Monitoring and Enforcement on the Sprint Network rev 4.21 12/08/2010

SPRINT PROPRIETARY AND CONFIDENTIAL ►Yellow highlights indicate all changes and additions since the previous revision. Unless otherwise noted, updates to the Sprint Short code Violations and Actions Required lists become effective January 1, 2011.

		Sprint WAP Billing Violations and Actions Required (continued)		
		Violations	*Severity*	*Actions Required*
Purchase Confirmation Screen continued	T&Cs	No T&Cs link	1	Implement T&Cs link directly below "Cancel" button
		Abbreviated T&Cs illegible	1	Increase point size and change color scheme to improve contrast
		Automatic opt-in to unrelated ads and promos with current program opt-in	1	Discontinue automatic opt-in to unrelated ads and promos
		No link to privacy policy	1	Display link to privacy policy directly below "Terms and Conditions" link
		T&Cs contained in separate scroll-box	1	Remove scroll from offer
		No opt-out information	1	Display *STOP* as opt-out command
		Incorrect opt-out information	1	Associate opt-out command with short code and preface with "Send" or "Text"
		Unclear opt-out information	1	Associate opt-out command with short

				code and preface with "Send" or "Text"
		No HELP contact information	1	Display HELP text command, phone number, or both
		Unclear HELP contact information	1	Associate HELP command with short code and preface with "Send" or "Text"
		No "Cancel" button	2	Implement facility for immediate opt-out with "Cancel" button directly below "Pay on My Phone Bill" button
		No T&Cs link	1	Implement T&Cs link directly below "Cancel" button
	Charges and Billing	No mention of billing method₄	3	Disclose billing method
		Conflicting billing methods	3	Disclose correct billing method only
		No mention that message and data rates may apply	3	Disclose that message and data rates may apply directly below "Privacy Policy" link
		No mention of billing method₄	3	Disclose billing method
Confirmation SMS	Program	Failure to confirm program enrollment	1	Send confirmation message
		Program message delivered without standard rate short code	1	Initiate all program messaging from dedicated standard rate short code
		Misrepresentation of product quantity	1	Display only actual product quantity per subscription term (e.g., 15 ringtones/mo.)
		Unclear product quantity	1	Disclose actual product quantity
		Failure to identify program	2	Display program name
		Failure to identify program clearly	2	Choose one program name and cite it consistently throughout message flow
		No product or service disclosure	2	Disclose product or service
		Misrepresentation of product offering	2	Reconcile, among all messages, references to product type
		No product quantity	2	Disclose product quantity
	Pricing	No pricing	1	Display program pricing
		Unclear pricing	1	Display program and carrier-specific pricing
		Conflicting pricing	1	Reconcile, among all messages and ad, references to pricing
		Use of the term *free*	1	Remove the term *free*
	Subscription	No subscription disclosure	1	Display subscription disclosure
		No subscription term	1	Display subscription term
		Weekly or daily subscription	1	Migrate to monthly subscription immediately
	T&Cs	No HELP contact information	1	Display HELP text command, phone number, or both
		Unclear HELP contact information	1	Display Help contact information as "Reply HELP for help"
		No opt-out information	1	Display opt-out information as "Reply *STOP* to cancel"
		Unclear opt-out information	1	Display opt-out information as "Reply *STOP* to cancel"
	Charges and Billing	No mention that message and data rates may apply	3	Disclose that message and data rates may apply
HELP SMS	Program	Failure to respond to customer message for HELP	1	Send HELP message
		Program message delivered without standard rate short code	1	Initiate all program messaging from dedicated standard rate short code

		Misrepresentation of product quantity	1	Display only actual product quantity per subscription term (e.g., 15 ringtones/mo.)
		Unclear product quantity	1	Disclose actual product quantity
		Failure to identify program	2	Display program name
		Failure to identify program clearly	2	Choose one program name and cite it consistently throughout message flow
		No product or service disclosure	2	Disclose product or service
		Misrepresentation of product offering	2	Reconcile, among all messages, references to product type
		No product quantity	2	Disclose product quantity
		Failure to inform user of participation status	2	Display remaining credits or renewal date
	Pricing	No pricing	1	Display program pricing
		Unclear pricing	1	Display program and carrier-specific pricing
		Conflicting pricing	1	Reconcile, among all messages and ad, references to pricing
		Use of the term *free*	1	Remove the term *free*
	Subscription	No subscription disclosure	1	Display subscription disclosure
		No subscription term	1	Display subscription term
		Weekly or daily subscription	1	Migrate to monthly subscription immediately
	T&Cs	No toll-free HELP contact information	1	Display toll-free HELP phone number
		No opt-out information	1	Display opt-out information as "Reply *STOP* to cancel"
		Unclear opt-out information	1	Display opt-out information as "Reply *STOP* to cancel"
	Charges and Billing	No mention that message and data rates may apply	3	Disclose that message and data rates may apply
Renewal Reminder	*Program*	Failure to notify customer of subscription renewal	1	Send renewal reminder message at least 24 hours before billing event
		Program message delivered without standard rate short code	1	Initiate all program messaging from dedicated standard rate short code
		Misrepresentation of product quantity	1	Display only actual product quantity per subscription term (e.g., 15 ringtones/mo.)
		Unclear product quantity	1	Disclose actual product quantity
		Failure to identify program	2	Display program name
		Failure to identify program clearly	2	Choose one program name and cite it consistently throughout message flow
		No product or service disclosure	2	Disclose product or service
		Misrepresentation of product offering	2	Reconcile, among all messages, references to product type
		No product quantity	2	Disclose product quantity
		Failure to inform user of participation status	2	Display renewal date
		Incorrect participation status	2	Inform user of correct participation status
	Pricing	No pricing	1	Display program pricing
		Unclear pricing	1	Display program and carrier-specific pricing
		Conflicting pricing	1	Reconcile, among all messages and ad, references to pricing
		Use of the term *free*	1	Remove the term *free*
	Subscription	No subscription disclosure	1	Display subscription disclosure
		No subscription term	1	Display subscription term
		Weekly or daily subscription	1	Migrate to monthly subscription

				immediately
	T&Cs	No HELP contact information	1	Display HELP text command, phone number, or both
		Unclear HELP contact information	1	Display Help contact information as "Reply HELP for help"
		No opt-out information	1	Display opt-out information as "Reply *STOP* to cancel"
		Unclear opt-out information	1	Display opt-out information as "Reply *STOP* to cancel"
	Charges and Billing	No mention that message and data rates may apply	3	Disclose that message and data rates may apply
Renewal Confirmation	*Program*	Failure to confirm subscription renewal	1	Send renewal confirmation message
		Program message delivered without standard rate short code	1	Initiate all program messaging from dedicated standard rate short code
		Misrepresentation of product quantity	1	Display only actual product quantity per subscription term (e.g., 15 ringtones/mo.)
		Unclear product quantity	1	Disclose actual product quantity
		Failure to identify program	2	Display program name
		Failure to identify program clearly	2	Choose one program name and cite it consistently throughout message flow
		No product or service disclosure	2	Disclose product or service
		Misrepresentation of product offering	2	Reconcile, among all messages, references to product type.
	Pricing	No pricing	1	Display program pricing
		Unclear pricing	1	Display program and carrier-specific pricing
		Conflicting pricing	1	Reconcile, among all messages and ad, references to pricing
		Use of the term *free*	1	Remove the term *free*
	Subscription	No subscription disclosure	1	Display subscription disclosure
		No subscription term	1	Display subscription term
		Weekly or daily subscription	1	Migrate to monthly subscription immediately
	T&Cs	No HELP contact information	1	Display HELP text command, phone number, or both
		Unclear HELP contact information	1	Display Help contact information as "Reply HELP for help"
		No opt-out information	1	Display opt-out information as "Reply *STOP* to cancel"
		Unclear opt-out information	1	Display opt-out information as "Reply *STOP* to cancel"
	Charges and Billing	No mention that message and data rates may apply	3	Disclose that message and data rates may apply
Opt Out	*Program*	Failure to respond to customer message to STOP service	1	Send message informing customer that service has been terminated and that no more messages will be sent
		Program message delivered without standard rate short code	1	Initiate all program messaging from dedicated standard rate short code
		Failure to confirm service termination	1	Inform user that service has been terminated
		Failure to confirm message flow termination	1	Inform user that no more messages will be sent
		STOP command case sensitive	1	Recognize STOP command regardless of text case
		User STOP message with subsequent text	1	Ignore subsequent text in user STOP

		not recognized		message
		Failure to identify program	2	Display program name
	Pricing	Use of the term *free*	1	Remove the term *free*

Appendix D: Message Flow Short code Violations and Actions Required

		Violations	Severity	Actions Required
		Sprint Message Flow Short code Violations and Actions Required		
PIN/Opt In	*Program*	Affiliated with unapproved marketing practices or content	1	Reconcile product or service with original program brief on record, or submit new, accurate program brief for review
		Failure to send PIN/Opt In message	1	Send PIN/Opt In message with PIN or response command for double opt in
		Misrepresentation of product quantity	1	Display only actual product quantity per subscription term (e.g., 15 ringtones/mo.)
		Unclear product quantity	1	Disclose actual product quantity
		Failure to provide user PIN or response command	1	Display PIN or response command
		Failure to locate PIN or response command after pricing information only[5]	1	Display PIN or response command after pricing information only
		Failure to identify program	2	Display program name
		Failure to identify program clearly	2	Choose one program name and cite it consistently throughout message flow
		No product or service disclosure	2	Disclose product or service
		Misrepresentation of product offering	2	Reconcile, among all messages, references to product type
		No product quantity	2	Disclose product quantity
	Pricing	No pricing	1	Display program pricing
		Unclear pricing	1	Display program and carrier-specific pricing
		Conflicting pricing	1	Reconcile, among all messages and ad, references to pricing
		Use of the term free	1	Remove the term free
	Subscription	No subscription disclosure	1	Display subscription disclosure
		No subscription term	1	Display subscription term
		Weekly or daily subscription	1	Migrate to monthly subscription immediately
	T&Cs	No HELP contact information	1	Display HELP text command, phone number, or both
		Unclear HELP contact information	1	Display Help contact information as "Reply HELP for help"
	Charges and Billing	No mention that message and data rates may apply	3	Disclose that message and data rates may apply
Confirmation	*Program*	Failure to initiate double opt-in	1	Require customer to enter PIN online or reply "Yes," "Go," "Okay," "Sure," or similar affirmative to PIN/Opt in message before sending billed MT
		Failure to confirm program enrollment	1	Send confirmation message
		Misrepresentation of product quantity	1	Display only actual product quantity per subscription term (e.g., 15 ringtones/mo.)
		Unclear product quantity	1	Disclose actual product quantity
		Failure to identify program	2	Display program name
		Failure to identify program clearly	2	Choose one program name and cite it consistently throughout message flow
		No product or service	2	Disclose product or service

		disclosure		
		Misrepresentation of product offering	2	Reconcile, among all messages, references to product type
		No product quantity	2	Disclose product quantity

*Neither PIN nor response command may be displayed before pricing information at any time

		Sprint Message Flow Short code Violations and Actions Required *continued*		
		Violations	*Severity*	*Actions Required*
Confirmation *continued*	*Pricing*	No pricing	1	Display program pricing
		Unclear pricing	1	Display program and carrier-specific pricing
		Conflicting pricing	1	Reconcile, among all messages and ad, references to pricing
		Use of the term *free*	1	Remove the term free
	Subscription	No subscription disclosure	1	Display subscription disclosure
		No subscription term	1	Display subscription term
		Weekly or daily subscription	1	Migrate to monthly subscription immediately
	T&Cs	No HELP contact information	1	Display HELP text command, phone number, or both
		Unclear HELP contact information	1	Display Help contact information as "Reply HELP for help"
		No opt-out information	1	Display opt-out information as "Reply STOP to cancel"
		Unclear opt-out information	1	Display opt-out information as "Reply STOP to cancel"
	Charges and Billing	No mention that message and data rates may apply	3	Disclose that message and data rates may apply
HELP	*Program*	Failure to respond to customer message for HELP	1	Send HELP message
		Misrepresentation of product quantity	1	Display only actual product quantity per subscription term (e.g., 15 ringtones/mo.)
		Unclear product quantity	1	Disclose actual product quantity
		Failure to identify program	2	Display program name
		Failure to identify program clearly	2	Choose one program name and cite it consistently throughout message flow
		No product or service disclosure	2	Disclose product or service
		Misrepresentation of product offering	2	Reconcile, among all messages, references to product type
		No product quantity	2	Disclose product quantity
		Failure to inform user of participation status	2	Display remaining credits or renewal date
		Incorrect participation status	2	Inform user of correct participation status
	Pricing	No pricing	1	Display program pricing
		Unclear pricing	1	Display program and carrier-specific pricing
		Conflicting pricing	1	Reconcile, among all messages and ad, references to pricing
		Use of the term *free*	1	Remove the term free
	Subscription	No subscription disclosure	1	Display subscription disclosure
		No subscription term	1	Display subscription term
		Weekly or daily subscription	1	Migrate to monthly subscription immediately
	T&Cs	No toll-free HELP contact information	1	Display toll-free HELP phone number
		No opt-out information	1	Display opt-out information as "Reply STOP to cancel"

		Unclear opt-out information	1	Display opt-out information as "Reply STOP to cancel"
	Charges and Billing	No mention that message and data rates may apply	3	Disclose that message and data rates may apply
Renewal Reminder	*Program*	Failure to notify customer of subscription renewal	1	Send renewal reminder message at least 24 hours before billing event
		Misrepresentation of product quantity	1	Display only actual product quantity per subscription term (e.g., 15 ringtones/mo.)
		Unclear product quantity	1	Disclose actual product quantity
		Failure to identify program	2	Display program name
		Failure to identify program clearly	2	Choose one program name and cite it consistently throughout message flow
		No product or service disclosure	2	Disclose product or service
		Misrepresentation of product offering	2	Reconcile, among all messages, references to product type
		No product quantity	2	Disclose product quantity
		Failure to inform user of participation status	2	Display renewal date
		Incorrect participation status	2	Inform user of correct participation status

		Sprint Message Flow Short code Violations and Actions Required *continued*		
		Violations	*Severity*	*Actions Required*
Renewal Reminder	*Pricing*	No pricing	1	Display program pricing
		Unclear pricing	1	Display program and carrier-specific pricing
		Conflicting pricing	1	Reconcile, among all messages and ad, references to pricing
		Use of the term *free*	1	Remove the term free
	Subscription	No subscription disclosure	1	Display subscription disclosure
		No subscription term	1	Display subscription term
		Weekly or daily subscription	1	Migrate to monthly subscription immediately
	T&Cs	No toll-free HELP contact information	1	Display toll-free HELP phone number
		No opt-out information	1	Display opt-out information as "Reply STOP to cancel"
		Unclear opt-out information	1	Display opt-out information as "Reply STOP to cancel"
	Charges and Billing	No mention that message and data rates may apply	3	Disclose that message and data rates may apply
Renewal Confirmation	*Program*	Failure to confirm subscription renewal	1	Send renewal confirmation message
		Misrepresentation of product quantity	1	Display only actual product quantity per subscription term (e.g., 15 ringtones/mo.)
		Unclear product quantity	1	Disclose actual product quantity
		Failure to identify program	2	Display program name
		Failure to identify program clearly	2	Choose one program name and cite it consistently throughout message flow
		No product or service disclosure	2	Disclose product or service
		Misrepresentation of product offering	2	Reconcile, among all messages, references to product type
		No product quantity	2	Disclose product quantity
	Pricing	No pricing	1	Display program pricing
		Unclear pricing	1	Display program and carrier-specific pricing
		Conflicting pricing	1	Reconcile, among all messages and ad, references to pricing
		Use of the term *free*	1	Remove the term *free*
	Subscription	No subscription disclosure	1	Display subscription disclosure
		No subscription term	1	Display subscription term
		Weekly or daily subscription	1	Migrate to monthly subscription immediately
	T&Cs	No HELP contact information	1	Display HELP text command, phone number, or both
		Unclear HELP contact information	1	Display Help contact information as "Reply HELP for help"
		No opt-out information	1	Display opt-out information as "Reply *STOP* to cancel"
		Unclear opt-out information	1	Display opt-out information as "Reply *STOP* to cancel"
	Charges and Billing	No mention that message and data rates may apply	3	Disclose that message and data rates may apply
Opt	*Program*	Failure to respond to customer message to STOP service	1	Send message informing customer that service has been terminated and that no more messages will be sent

		Failure to confirm service termination	1	Inform user that service has been terminated
		Failure to confirm message flow termination	1	Inform user that no more messages will be sent
		STOP command case sensitive	1	Recognize STOP command regardless of text case
		User STOP message with subsequent text not recognized	1	Ignore subsequent text in user STOP message
		Failure to identify program	2	Display program name
		Failure to identify program clearly	2	Choose one program name and cite it consistently throughout message flow
	Pricing	Use of the term *free*	1	Remove the term free

Appendix E: Standard Rate Message Flow Short code Violations and Actions Required

		Sprint Standard Rate Message Flow Short code Violations and Actions Required*		
		Violations	*Severity*	*Actions Required*
PIN/Opt In	*Program*	Affiliated with unapproved marketing practices or content	1	Reconcile product or service with original program brief on record, or submit new, accurate program brief for review
		Misrepresentation of product quantity	1	Display only actual product quantity per subscription term (e.g., 15 ringtones/mo.)
		Unclear product quantity	1	Disclose actual product quantity
		Unauthorized marketing material	1	Discontinue embedded marketing campaign
		Failure to identify program	2	Display program name
		Failure to identify program clearly	2	Choose one program name and cite it consistently throughout message flow
		No product or service disclosure	2	Disclose product or service
		Misrepresentation of product offering	2	Reconcile, among all messages, references to product type
		No product quantity	2	Disclose product quantity
	Pricing	Use of the term free	1	Remove the term free
	T&Cs	No HELP contact information	1	Display HELP text command, phone number, or both
		Unclear HELP contact information	1	Display Help contact information as "Reply HELP for help"
	Charges and Billing	No mention that message and data rates may apply	3	Disclose that message and data rates may apply
Confirmation	*Program*	Misrepresentation of product quantity	1	Display only actual product quantity per subscription term (e.g., 15 ringtones/mo.)
		Unclear product quantity	1	Disclose actual product quantity
		Failure to confirm program enrollment	1	Send confirmation message
		Unauthorized marketing material	1	Discontinue embedded marketing campaign
		Failure to identify program	2	Display program name
		Failure to identify program clearly	2	Choose one program name and cite it consistently throughout message flow
		No product or service disclosure	2	Disclose product or service
		Misrepresentation of product offering	2	Reconcile, among all messages, references to product type
		No product quantity	2	Disclose product quantity
	Pricing	Use of the term *free*	1	Remove the term free
	T&Cs	No HELP contact information	1	Display HELP text command, phone number, or both
		Unclear HELP contact information	1	Display Help contact information as "Reply HELP for help"
		No opt-out information	1	Display opt-out information as "Reply STOP to cancel"
		Unclear opt-out information	1	Display opt-out information as "Reply STOP to cancel"
	Charges and	No mention that message	3	Disclose that message and data rates may

	Billing	and data rates may apply		apply
HELP	Program	Failure to respond to customer message for HELP	1	Send HELP message
		Misrepresentation of product quantity	1	Display only actual product quantity per subscription term (e.g., 15 ringtones/mo.)
		Unclear product quantity	1	Disclose actual product quantity
		Unauthorized marketing material	1	Discontinue embedded marketing campaign
		Failure to identify program	2	Display program name
		Failure to identify program clearly	2	Choose one program name and cite it consistently throughout message flow
		No product or service disclosure	2	Disclose product or service
		Misrepresentation of product offering	2	Reconcile, among all messages, references to product type
		No product quantity	2	Disclose product quantity
	Pricing	Use of the term *free*	1	Remove the term free

*Sprint Standard Rate Message Flow Short code Violations and Actions Required are effective immediately.

Sprint Standard Rate Message Flow Short code Violations and Actions Required* continued				
		Violations	Severity	Actions Required
HELP continued	T&Cs	No toll-free HELP contact information	1	Display toll-free HELP phone number
		No opt-out information	1	Display opt-out information as "Reply STOP to cancel"
		Unclear opt-out information	1	Display opt-out information as "Reply STOP to cancel"
	Charges and Billing	No mention that message and data rates may apply	3	Disclose that message and data rates may apply
30-Day Subscription Reminder	Program	Failure to deliver 30-day subscription reminder message	1	Send 30-day subscription reminder message
		Misrepresentation of product quantity	1	Display only actual product quantity per subscription term (e.g., 15 ringtones/mo.)
		Unclear product quantity	1	Disclose actual product quantity
		Unauthorized marketing material	1	Discontinue embedded marketing campaign
		Failure to identify program	2	Display program name
		Failure to identify program clearly	2	Choose one program name and cite it consistently throughout message flow
		No product or service disclosure	2	Disclose product or service
		Misrepresentation of product offering	2	Reconcile, among all messages, references to product type
		No product quantity	2	Disclose product quantity
	Pricing	Use of the term free	1	Remove the term free
	T&Cs	No HELP contact information	1	Display HELP text command, phone number, or both
		Unclear HELP contact information	1	Display Help contact information as "Reply HELP for help"
		No opt-out information	1	Display opt-out information as "Reply STOP to cancel"
		Unclear opt-out information	1	Display opt-out information as "Reply STOP to cancel"
	Charges and Billing	No mention that message and data rates may apply	3	Disclose that message and data rates may apply
Opt Out.	Program	Failure to respond to customer message to STOP service	1	Send message informing customer that service has been terminated and that no more messages will be sent
		Failure to confirm message flow termination	1	Inform user that no more messages will be sent
		STOP command case sensitive	1	Recognize STOP command regardless of text case
		User STOP message with subsequent text not recognized	1	Ignore subsequent text in user STOP message
		Unauthorized marketing material	1	Discontinue embedded marketing campaign
		Failure to identify program	2	Display program name
		Failure to identify program clearly	2	Choose one program name and cite it consistently throughout message flow
	Pricing	Use of the term free	1	Remove the term free

*Sprint Standard Rate Message Flow Short code Violations and Actions Required are effective immediately
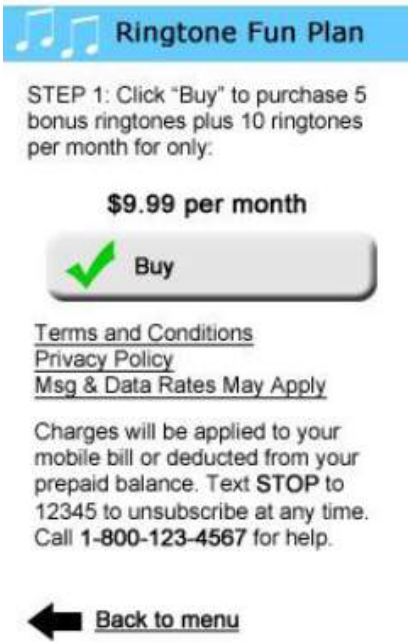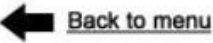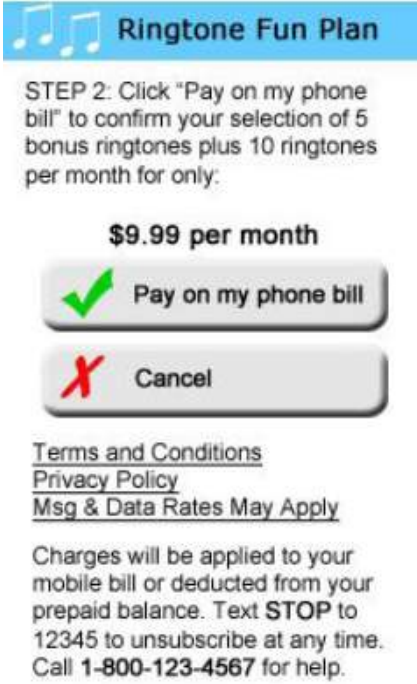
Appendix F
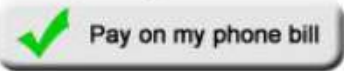
Exhibit 1: Sample Compliant PSMS Message Flow

Category	Message	Characters
PIN/Opt In	LuckyBag Ringtones. 10 bonus credits + 10 more ea. mo, $9.99/mo. Enter PIN 2182! Msg&Data Rates May Apply. Reply HELP for help.	128
Confirmation	Welcome to LuckyBag Ringtones! 10 bonus credits + 10 more ea. mo, $9.99/mo. Msg&Data Rates May Apply. Reply HELP for help. Reply STOP to cancel.	147
HELP	LuckyBag Ringtones. $9.99/mo. for 10 credits. Msg&Data Rates May Apply. You have 8 credits. Renews 10/01/10. Help: 8001234567. Reply STOP to cancel.	152
Renewal Reminder	Your $9.99/mo. LuckyBag Ringtones subscription renews on 10/01/10. 10 credits/mo. Msg&Data Rates May Apply. Help: 8001234567. Reply STOP to cancel.	147
Renewal Confirmation	Thanks for renewing LuckyBag Ringtones! 10 credits for $9.99/mo. Msg&Data Rates May Apply. Reply HELP for help. Reply STOP to cancel.	133
Opt Out	Your LuckyBag Ringtones subscription is cancelled. You'll receive no more messages.	86

Exhibit 2: Sample Compliant Standard Rate Message Flow

Category	Message	Characters
Confirmation	Welcome to Actual World News daily news alerts. No charge but msg&data rates may apply. Reply HELP for help. Reply STOP to cancel.	130
HELP	You are subscribed to Actual World News daily news alerts. Msg&data rates may apply. For help call 1-800-555-NEWS. Reply STOP to cancel.	136
30-Day Subscription Reminder	Reminder: U are subscribed to Actual World daily news alerts. No charge but msg&data rates may apply. Reply HELP for help. Reply STOP to cancel.	144
Opt Out	Your subscription to Actual World News has been cancelled and you will receive no more messages. For help call 1-800-555-NEWS.	126

Exhibit 3: Sample Compliant WAP Billing Flow

Category	Message		Characters
Opt-In Screen		All disclosures in the main offer must be displayed in the following order with no intervening text: • Program description, including product or service disclosure and product quantity • Price and subscription term, if applicable • "Buy", "Purchase," or "Subscribe" button • Terms and Conditions link • "Privacy Policy" link • Message and data rates disclosure Summary terms and conditions must include: • Billing method • Opt-out information • Program sponsor (short code) • Help information	N/A
Purchase Confirmation Screen		All disclosures in the main offer must be displayed in the following order with no intervening text: • Program description, including product or service disclosure and product quantity • Price and subscription term, if applicable • "Pay on my phone bill" button • "Cancel" button • "Terms and Conditions" link • "Privacy Policy" link • Message and data rates disclosure Summary terms and conditions must include: • Billing method • Opt-out information • Program sponsor (short code) • Help information	N/A

Confirmation (SMS)	Welcome to RingtoneFunPlan! 5 bonus tones + 10 more ea. mo, $9.99/mo. Msg&Data Rates May Apply. Reply HELP for help. Reply STOP to cancel.	138
HELP (SMS)	RingtoneFunPlan. $9.99/mo. for 10 tones. Msg&Data Rates May Apply. You have 8 credits. Renews 11/01/10. Help: 8001234567. Reply STOP to cancel.	143
Renewal Reminder (Subscriptions only)	Your RingtoneFunPlan subscription renews on 11/01/10. $9.99/mo. for 10 tones. Msg&Data Rates May Apply. Help: 8001234567. Reply STOP to cancel.	143
Renewal Confirmation (Subscriptions only)	Your RingtoneFunPlan subscription has been renewed. $9.99/mo. for 10 tones. Msg&Data Rates May Apply. Reply HELP for help. Reply STOP to cancel.	144
Opt Out (SMS)	Your RingtoneFunPlan subscription is cancelled. You'll receive no more messages.	80

Exhibit 4: Sprint Message Flow Abbreviation Guidelines

Term or Phrase	Abbreviation Guidelines
Message	Msg
Per	/
Reply	No abbreviations allowed. Must use "reply."
For	No abbreviations allowed. Must use "for."
To	No abbreviations allowed. Must use "to."
You	No abbreviations allowed. Must use "you."
Text	Txt
Per Month	/mo ea. mo. /mth
Plus	+
Cancel	No abbreviations allowed. Must use "cancel."
Numbers	Use the numeric format only.
Message and Data Rates May Apply	Msg&Data Rates May Apply Msg&Data Rates May Apply
Help	No abbreviations allowed. Must use "help."
Stop	No abbreviations allowed. Must use "stop."
Reply HELP for help	No abbreviations allowed. Must use "Reply HELP for help."
Reply STOP to cancel	No abbreviations allowed. Must use "Reply STOP to cancel."
Acceptable variations of "HELP" & "STOP" instructions	"Reply HELP for help. Reply STOP to cancel." "Reply HELP for help, reply STOP to cancel." "Reply HELP for help, STOP to cancel."

SPR-AP-05

This advertisement for a wallpaper subscription complies with all Sprint audit standards, including displaying pricing and subscription disclosure adjacent to the cell-submit field and disclosing product quantity in the main offer.

T-Mobile

Provisioning

Section	Standard	MMA Id
Service Advertising	"Service Advertising" means any medium used as a call to action for Consumers of the Service. This includes, but is not limited to: Print, Radio, and TV. Unless otherwise specifically referenced below to particular service types, these guidelines apply to ALL services offered. Any use of the Web is considered a medium of Service Advertising and, as such, must comply with the following guidelines:	TMO-01
	Clear disclosure of Program Sponsor and Service;	TMO-02
	Clear disclosure of terms of service prior to any purchase – including, but not limited to, indication that the Service includes an automatically renewing subscription, one-time charge, or other applicable service commitment;	TMO-03
	Pricing and frequency of billing must appear in **bold print** and be presented legibly and in a location easily viewable to the viewer and/or reader;	TMO-04
	For online World Wide Web advertising, pricing and frequency of billing must be disclosed on the initial landing page.	TMO-05
	For online World Wide Web opt-in, pricing and frequency of billing must be disclosed to the user prior to any request for a MSISDN from the user;	TMO-06
	You must disclose to all users when they register for your Service that "Msg & Data Rates May Apply;"	TMO-07
	Online, font colors for pricing and Service disclosure must clearly contrast with background color and be presented in a legible manner;	TMO-08
	All terms and conditions (T&Cs) of the program are clearly communicated. In the case of a Web storefront, affirmative response from user that they have read the T&Cs is required (e.g. user checks a box prior to "purchase", replies "Yes" to a text message, etc. Pre-populated check boxes are NOT allowed;	TMO-09
	Services with multiple plans or service offerings (e.g. download content and text alerts) must have T&Cs supplied for each service offering and an affirmative response is required by the user. Example: user signing up for a $9.99 Ringtone plan and offered to sign up for $9.99 alerts plan, must affirmatively opt-in to TWO sets of T&Cs clearly disclosing these are two plans and two charges. Each of the affirmative opt-ins must clearly state the fees associated with the program in bold font that is visible from the same screen, at the same time, as each affirmative opt-in. It must be absolutely clear and obvious to the subscriber that they are purchasing two separate Services and the associated fees of each;	TMO-10
	All advertising and promotional material must clearly display opt-out information. **The "Opt-Out" command** must be presented legibly and in a location easily accessible to the viewer and/or reader; text **MUST be in bold**;	TMO-11

	All advertising and promotional material must clearly display Help information. The **Help information** must be presented in a location easily accessible to the viewer and/or reader; text **MUST be in bold**;	TMO-12
	In instances where a Service delivers **"next best" content** in the event original request cannot be fulfilled, **Service Advertising** must disclose that the Service operates in this manner. This text **MUST be in bold**;	TMO-13
	The term "Free" can only be used when offering a Service or item without charge of any kind (FTEU) and without commitment or obligation on the part of the T-Mobile Customer. See the discussion of the use of "Free" in the MMA Consumer Best Practices Guidelines for additional information;	TMO-14
	Sweepstakes as a means for enticing purchase of premium one-time Services or recurring premium Services is NOT allowed (i.e. sweepstakes entry must be independent of any payment for a Service or subscription;	TMO-15
	Service Advertising offering services where a portion of the Service or content is not available to T-Mobile Customers must disclose the portion of the content that is not supported for T-Mobile Customers. Neither premium charges nor opt-in flow can continue with the Customer until Customer has been advised of the limitation and acknowledgement received;	TMO-16
	"Device Not Supported" is a permissible response in the instance of signifying a specific device is not supported. It is not an acceptable "synonym" response for a Service not supported for T-Mobile Customers. Example, "Device not supported" supplied for a handset that supports Java applications is not acceptable if the real issue is that the program hasn't been approved by T-Mobile (either due to timelines or an outright rejection of the program). In such case, the response should indicate "Program/Application is not available to T-Mobile Customers at this time;"	TMO-17
	Service advertising must indicate all applicable charges appear on the T-Mobile Customer's wireless phone bill;	TMO-18
	"STOP" must be the commonly advertised keyword for discontinuing services/opt-out. Synonyms for the word STOP can also be supported on the back end; and	TMO-19
	"HELP" must be the commonly advertised keyword for message-based support of Services	TMO-20
	In addition, any and all associated advertising must comply with the COGA Agreement applicable laws, rules, and regulations, and general industry best practices including but not limited to the MMA Consumer Best Practices Guidelines.	TMO-21
	T-Mobile recognizes there may be marketing affiliates that provide traffic and prospective subscribers to Content Providers. Each Content Provider is responsible and liable for the activities of all such marketing affiliates as it relates to such Content Provider's relationship with T-Mobile. To the extent marketing affiliates engage in any conduct on behalf of the Content Provider or aggregator, such actions will be deemed to be actions of the Content Provider or aggregator for purposes of the Playbook and the COGA Agreement (including application of all penalties and revenue share adjustments). See also the MMA guidance on affiliate marketing in the MMA Consumer Best Practices Guidelines.	TMO-22
Direct	Using SMS messaging for direct marketing purposes either directly	

Marketing through Messaging	related to a Service or related to different Services is limited. This function must comply with the following guidelines:	
	Before sending any direct marketing to a T-Mobile Customer, specific opt-in consent must be obtained. The opt-in consent must be for the particular direct marketing campaign and must include consent to send marketing to a wireless device via text message.	TMO-23
	The message text must state that the message is a Free Message. Any direct marketing messages must be free to the Customer. "Free to Customer" messages are Free to End User ("FTEU") messages and subject to applicable terms and rates in the COGA Agreement.	TMO-24
	Must contain Opt-out instructions; an opt-out must be treated as a STOP from any further solicitation related to the marketed Service or any other Services (i.e. STOP must stop all messages and no "discovery" is allowed to determine further specifics behind the STOP command)	TMO-25
T-Mobile Trademark Rules	Requirements you must comply with when using the T-Mobile trademark ("T-Mobile Marks") (e.g. in Print, Radio, TV, etc.) for your Service(s) include:	
	Each and every use of T-Mobile Marks must be in compliance with the COGA Agreement and the T-Mobile Marks Rules.	TMO-26
	Each separate use of T-Mobile's Marks and any and all advertising used for promotion of Services (including pre and post launch advertising) MUST be submitted to T-Mobile for review and approval, which T-Mobile may grant, withhold and/or condition in its sole discretion.	TMO-27
	In cases where you wish to list T-Mobile as a "supported carrier" in a text-only listing (e.g., a drop down list of carriers) that Customers may select from to indicate their carrier, you may list T-Mobile's name in text only provided that you list T-Mobile exactly as follows: "**T-Mobile®**". Abbreviations of the "T-Mobile" trademark or any T-Mobile Marks are not an authorized use of the T-Mobile Marks.	TMO-28
	NOTE: Inappropriate use of the T-Mobile Marks may result in immediate suspension of Service(s) and/or termination of the D2C Agreement.	TMO-29
D2C General Service Guidelines	These next sections provide general guidelines for your reference and use in reviewing proposed programs BEFORE you submit to T-Mobile. All programs **must** have a 5 or 6 digit CSC Short Code recognized and reserved by CTIA prior to any Campaign submittal. From time to time T-Mobile may, in its discretion, allow for the provisioning of "support" codes (Short Code extensions) as long as there is a valid relationship to the primary 5 or 6 digit Short Code(s) used with the Service. Refer to Section 6.5 for guidelines related to Short Code extensions. Key considerations that should always be taken into account when evaluating a potential program are: 1. Is it clear to the Customer what service(s) they are getting? 2. Is it clear to the Customer how much the Service(s) will cost? 3. Is it clear to the Customer how to get help – if applicable? 4. Is it clear to the Customer how they can discontinue the Service? 5. Does the program clearly indicate to the Customer that they	TMO-30

	will not receive unwanted and/or unnecessary messages? 6. Is service delivered through D2C for use on a mobile handset? (e.g., T-Mobile does not provide billing for services that are not consumed on a mobile device) 7. Does the Service live up to the letter and spirit of the MMA Consumer Best Practices Guidelines for Cross Carrier Mobile Content Services, the D2C Agreement and the Playbook? If the answers to these questions are not straightforward and addressed in the Campaign you submit, it is recommended you revisit and clarify your program prior to submission. The foregoing questions are all central to our consideration on the overall eligibility of the requested program.	
Universal Help Command	As addressed briefly in Section 4, **ALL Services must promote and support a universal 'HELP' command**. Information supplied when user requests help includes:	TMO-31
	Identity of program sponsor and Website Address – this is defined as the organization that markets the program and the brand the consumer recognizes.	TMO-32
	Contact details for the program sponsor – either a toll-free number, or e-mail address depending on Service. **All Premium Services must provide a toll-free number** with live operator support during standard business hours.	TMO-33
	Service Description (e.g. Billy Bob's Premium Chat).	TMO-34
	Pricing terms (incl. Billing frequency) for the Service (e.g. $0.99 per message received; $3.99 per month).	TMO-35
	Msg&Data Rates May Apply disclosure.	TMO-36
	Opt-out information.	TMO-37
	HELP interaction CANNOT be charged at a premium.	TMO-38
	If providing a phone number in the HELP MT, it must be a toll-free number.	TMO-39
	HELP may not be case sensitive – all case variants of the word HELP must be supported.	TMO-40
	For Services offered in a language other than English, relevant synonyms of the English equivalent of the HELP command must be supported.	TMO-41
	NOTE: In the event you offer multiple Services over one Short Code, it is your responsibility to determine what Services are applicable to the HELP inquiry. Discovery may be used to identify the specific Service that a user asks for assistance with. Recommended suggestion is providing a Help menu once Help is requested by Customer or requesting Mobile telephone # or other unique identifier and support appropriately with relevant, unique Service information supplied in addition to the points mentioned above.	TMO-42

Universal STOP command and Confirmation Message	As addressed briefly in Section 4.1, **ALL Services must promote and support STOP as the primary opt-out command**. Additional considerations include:	TMO-43
	Customer must be told how to opt-out of the program upon entering the program.	TMO-44
	Service must also recognize common synonyms for STOP which include: END, CANCEL, UNSUBSCRIBE, QUIT, STOP ALL	TMO-45
	In **_addition to_** "universal" STOP, when a user is registered for multiple Services additional discovery is permitted after a user sends '[keyword] STOP'. E.g. when a user sends a STOP message, the application may respond with a list of Services the user is subscribed to with a query as to which Service should be stopped. The user must be able to use '[keyword] STOP' to opt out of applicable Services, if the user sends another STOP message and does not indicate a specific Service, the message **MUST** be treated as a STOP ALL message (see below).	TMO-46
	Sending the command STOP ALL must also function. It must be a supported means to discontinue all Services a user is subscribed to and provide a list of said Services user has been unsubscribed from. If a user sends a 'STOP ALL' message no additional discovery is allowed. Users must automatically be opted out of all Services and a confirmation message must be sent.	TMO-47
	In the event the Service is **Standard Rated**, **Opt-Out** command must be followed with an MT stating, at a minimum, and in this order, "This message confirms that you have discontinued this Service. Questions contact [Service Provider Customer Support]."	TMO-48
	In the event the Service is **Premium Rated**, **Opt-Out** command must be followed with a non-premium MT stating, at a minimum, and in this order, "This message confirms that you have discontinued and will no longer receive messages or charges for this Service. Questions contact [Service Provider Customer Support]."	TMO-49
	Once a user opts-out and is sent a confirmation message, no further messages can be sent to the user including marketing messages for any related or unrelated Services.	TMO-50
	Opt-Out informational messages CANNOT be charged at a Premium.	TMO-51
	STOP command may not be case sensitive – all case variants of the STOP command must be supported.	TMO-52

	For Services offered in a language other than English, relevant synonyms of the English equivalent opt-out commands listed above must be supported.	TMO-53
	NOTE: Again, if you offer multiple Services on one Short Code and cannot tell what Services are relevant to the Customers 'STOP' command, you must either use discovery to identify what Service to 'STOP' or treat as the equivalent of 'STOP ALL' command and discontinue Customer from all Services opted in to.	TMO-54
Customer Support	All services require customer support. New program requests must include "commercial ready" Customer Support Information. This information will be supplied to Customers of the Service. In structuring your support program, please take into account the following guidelines:	
	When submitting a new Campaign via the 3PG Partner Center, the Campaign must reflect commercial ready Customer Support Information including the Content Provider Name, Customer Support Phone, Customer Support E-mail and Customer Support URL. This information will show up in both the customer care and self care tools. Once submitted, any subsequent changes to customer support information must be referenced in a new Campaign submitted to T-Mobile. Any failure to keep customer support information current by submitting a new Campaign with updates can result in suspension of the Campaign.	TMO-55
	At minimum, e-mail support is required for **ALL** Services; Web form via Website will suffice for "e-mail support" as long as the appropriate contact information is also provided. All e-mail support requests must trigger a confirmation e-mail to the recipient indicating estimated time they can expect for follow up or resolution. This e-mail should also contain any applicable company contact information including but not limited to Brand Name relevant to the T-Mobile Customer, Name of Legal Entity, company address, contact phone number and all pertinent information related to the Service.	TMO-56
	All Premium Services and "banking" type Services MUST offer a toll-free Support number – at a minimum the number must be clearly disclosed in the HELP message, confirmation opt-in message, STOP command, and in all advertising. This support number must have live real-time operator assisted help and operated minimum of Monday through Friday 8:00a EST – 8:00p EST excluding federally recognized US holidays.	TMO-57
	Where an IVR is used as part of the user support model, the initial greeting of the IVR MUST provide the commercial name of the company and/or Service name(s) along with the hours of operation. The IVR must also support "zero out" of the IVR menu. Zero Out is defined as pressing Zero to be immediately routed to a Customer Service representative.	TMO-58
	All Services must supply a phone number and mailing address that are in an easily locatable area of the Service provider's website.	TMO-59
	For services found not to offer Customer Support Information, or where Customer Support Information on record is invalid, or where it is not otherwise actually provided in accordance with these requirements in a consistent manner, those Services may be disabled immediately and without advance notification.	TMO-60
Short Codes (message	As outlined in the D2C Agreement, Services are required to operate with CSC approved Short Codes. If you are operating on behalf of	TMO-61

routes)	Content Providers be aware that codes cannot be used across multiple Content Providers. Each of your clients must utilize their own secured Short Codes. Further, when Content Providers identify their Short Code needs it is important to consider Services that need to run on their own distinct Short Codes can essentially be classified into one of the following buckets: • Chat Services • Free to End User Services • "Promotional" content • Mobile Donations / Charitable Giving Services • Company Premium Messaging or Company Premium Download Services Each of these buckets must use a distinct set of Short Codes and Services in 3PG and D2C to support the MT and MO flow and to support the intended impact regarding charges to Customers. Supporting multiple Services on a single Short Code is allowed, but doing so will require that a unique Billing Descriptor for each Service get passed through the purchase request by the Content Provider. **NOTE**: All Chat, Charitable Giving, Promotional, FTEU, Company Premium Messaging or Company Premium Download Services must be operated over distinct Short Codes. If a Short Code used for subscription Services is deactivated, disabled or not renewed, a notification explaining that the corresponding Service is no longer available must be sent to users of the Service. Once a Service corresponding to a Short Code is discontinued, reassignment of the "legacy" Short Code to a different Service is considered a new Service and a new Campaign must be submitted.	
Short Code Extensions	Short Code extensions are supported on a case-by-case basis and only if a fully executed Short Code Extension Agreement has occurred between T-Mobile and the Partner requesting the extensions.	TMO-62
General Opt In Guidelines	The following bullet points reflect the broader guidelines that apply to the opt-in process regardless of the opt-in type or method. As spelled out in more detail in this section, additional guidelines apply depending on the opt-in type [single versus double] and opt-in method. Refer to the specific guidelines below.	TMO-63
	User's request cannot be used as a blanket opt-in to receive additional messages outside the context of the specific program they are opting in to.	TMO-64
	Opt-in cannot be used as consent to receive unrelated messages. Opting in to additional programs (e.g. to receive additional promotional materials) is only allowed after affirmative follow-on by user specifically related to that opt-in. E.g. Message flows whereby the user signs-up to a primary service AND opportunity to receive other promotional messages is NOT allowed.	TMO-65
	User's information cannot be used for any other Service or sold to a 3rd party.	TMO-66
Single Opt In	Single Opt-In is allowed for the following types of campaigns:	
	All standard-rated programs (including both one-time events/non-recurring and subscription based campaigns).	TMO-67
	Standard-rated iTV programs or premium-rated iTV campaigns below	TMO-68

	a certain amount (see T-Mobile pricing documentation).	
	FTEU programs	TMO-69
	One-Time Premium text services	TMO-70
Double Opt In	T-Mobile requires that **all** users **Double Opt-In** to any <u>**premium rated, automatically recurring Service**</u> – PSMS, Binary DL, or otherwise – and to <u>**standard rated programs utilizing web opt-in**</u>. This opt-in action must be affirmative – i.e. users respond with agreement (Yes). Paths for acceptable opt-in flows include Web and Handset and are outlined in the following sections:	TMO-71
	Allowable, affirmative double opt-in responses include: Yes, Y, Go, Okay, OK, Accept, Agree	TMO-72
	A negative response is anything other than an affirmative response. If a user provides a negative response, you must respond, and your response should include: Service Name, Confirmation that no further messages will be sent, HELP command.	TMO-73
	<u>**NOTE**</u>: For Services offered in a language other than English, relevant synonyms of the English equivalent opt-in commands listed can be supported and promoted.	TMO-74
	Double Opt-In is not required for one time premium rated services, including: • Premium rated iTV programs where the premium charge is greater than specified price point • One time premium rated downloads	TMO-75
	There may be slight variations to the double opt-in approach based on the opt-in method. Refer to specific double opt-in guidelines per opt-in method below.	TMO-76
Opt In Methods		
Single Opt In by Handset	Initial/Welcome Message must abide by the following guidelines:	TMO-77
	Identification of the Program Sponsor and/or Service Name.	TMO-78
	Msg&Data Rates May Apply disclosure.	TMO-79
	Help and Stop disclosure.	TMO-80
Double Opt In by Handset	First MT Opt-In Message ("Initial"/ "Welcome" MT) must abide by the following guidelines:	TMO-81
	Identification of the Program Sponsor and/or Service Name.	TMO-82
	Full disclosure of Price, Billing Period, and Frequency including Msg & Data Rates May Apply disclosure.	TMO-83
	Disclosure of pricing in MT <u>prior to</u> the opt-in prompt.	TMO-84
	Full disclosure if the service charge is recurring (i.e., either use of term "subscription" or, at a minimum, ensuring relevant frequency is reflected along with pricing - $x.xx/month).	TMO-85
	Contact details for the program sponsor – either toll free number, website address, or Help via text message with resulting Help MT that contains required contact details.	TMO-86
	Second MT in Message flow ("Confirmation" MT) must abide by the following guidelines:	
	Confirmation of purchase including Program Sponsor and Service Name, Price, Billing Period, and Frequency.	TMO-87
	Opt-Out instructions including STOP.	TMO-88

	These requirements apply the first time a user tries a specific service on a specific Short Code. "First Time" should be interpreted as the first time a user signs up for a service. If, at anytime, a user discontinues service and later decides to "**re-subscribe**" they must be treated like a First Time user and must be presented with the **double opt-in** message flow.	TMO-89
	NOTE: It is misleading to include text like, "reply NO to decline" in a double opt-in flow since the Customer does not need to respond to "decline" a service. No service can continue to solicit the Customer for ANY period of time if the Customer has not responded to the Double Opt-In message.	TMO-90
Opt In by Web	The Web is an allowable Opt-in method if there is Customer confirmation via SMS. This is to ensure that the T-Mobile Customer using the website matches the Customer handset activating the Service. The following guidelines must be followed:	TMO-91
	T&Cs must comply with aforementioned requirements on affirmative acceptance, advertising, etc.;	TMO-92
	Pricing and **frequency of** billing must be clearly outlined **prior** to request for user MSISDN;	TMO-93
	MT must be sent to handset requesting confirmation by Customer through SMS channel or using PIN verification at Website. **Pricing and terms must be displayed before the PIN in the MT**; and	TMO-94
	2nd MT must be sent to Customer and contain same information as required for 2nd MT in **double opt-in** by handset.	TMO-95
	These requirements apply the first time a user tries a specific Service on a specific Short Code. "First Time" should be interpreted as the first time a user signs up for a Service.	TMO-96
	NOTE: If, at any time, the user discontinued Service and is now "re-subscribing" they are considered a First Time user and must be presented with applicable Double Opt-in message flow.	TMO-97
Opt In by Mobile Internet Browser	Opt-in via Mobile Internet Browser is an acceptable option for opting into premium services discovered via mobile Internet browsing (e.g. WAP sites). Similar to PC based WEB flow, mobile Internet via handset requires Service information and pricing. The following guidelines must be followed:	
	The same opt-in rules apply for Mobile Internet sites as for SMS program double opt-in if there is any charge associated with accessing the first page of a site presented when the subscriber selects a Service message (e.g. embedded link or WAP push message), or browses to that page by any other means;	TMO-98
	Pricing and frequency of billing must be clearly outlined at top of 1st page offer presentation prior to any Service commitment on the part of the end user;	TMO-99
	There must be an explicit "Accept" or "Buy" soft key or embedded link visible to the user on the first screen of the payment details page;	TMO-100
	There must be an explicit "Cancel" button available to the user on the first screen of the payment details page immediately below the Accept/Buy soft key or embedded link and visible without requiring the user to scroll down the screen;	TMO-101
	There must be an explicit "T&Cs" link available to the user, listed directly after the "Cancel" button. The Terms and Conditions page shown to the user should contain at minimum: • The charge will be applied to the end-user's wireless phone bill • The end-user will be advised of all charges prior to being billed	TMO-102

	• The description that will appear on the subscriber's phone bill • Instructions on opting out of Service (if applicable);	
	There should be a link providing Customer Support contact information and advice that "Msg & Data Rates May Apply";	TMO-103
	T&Cs must comply with aforementioned requirements on affirmative acceptance, advertising, etc. Opt-Out via Mobile Internet Browser is permitted but all Services must also support opt-out via SMS. Services offered over Mobile Internet must support the Universal STOP command via SMS;	TMO-104
	See the MMA Consumer Best Practices Guidelines for additional information on Opt-In for WAP sites.	TMO-105
	These requirements apply the first time a user tries a specific Service on a specific Short Code. "First Time" should be interpreted as the first time a user signs up for a Service.	TMO-106
	NOTE: If, at any time, the user discontinued Service and is now "re-subscribing" they are considered a First Time user and must be presented with applicable Double Opt-in message flow.	TMO-107

Opt In and Opt Out via IVR	Opt-in via IVR in compliance with MMA Consumer Best Practices Guidelines is an acceptable option for opting into standard and premium Services. Opt-in via IVR for Chat-related Services will be reviewed on a case-by-case basis. All other guidelines and provisions of the MMA Consumer Best Practices Guidelines and D2C Go-toMarket guidelines apply.	TMO-108
Standard Rated Program Guidelines		
One Time Event Non-Recurring	Standard rated programs are where the MT generated from the request does not result in a premium-billing event. Standard rated programs are one-time events are where an MO from a Customer generates a single MT and the impact to the Customer is a decrement to his/her text messaging bucket. Standard rated one time event Services are **Single Opt-In**. The following guidelines apply:	TMO-109
	Programs must adhere to key guidelines specific to opt-ins (refer to Section 7.1).	TMO-110
	"Msg&Data Rates May Apply" must be advertised in any call to action and reflected in the Initial/Welcome MT.	TMO-111
	Identification of Program Sponsor and/or Service Name.	TMO-112
	While HELP and STOP commands are not required disclosures in the messaging flow, these commands must be supported for all campaigns.	TMO-113
Recurring Messages – Subscription Services	Recurring MT programs are programs where one or more MO from a Customer generates multiple MTs – essentially the user has opted in to receive ongoing messages. The impact to the Customer is a decrement to his/her text-messaging bucket with each recurring message. These Services are **Single Opt-In except for Web initiated opt-In**, **which requires Double Opt-In to ensure validation of the owner of the handset**. The following guidelines apply:	
	Programs must adhere to key guidelines specific to opt-ins.	TMO-114
	"Msg&Data Rates May Apply" must be advertised in any call to action and reflected in the Initial/Welcome MT.	TMO-115
	The Welcome message must clearly state the Program Sponsor and/or Service name, frequency of messages, Help and opt-out information.	TMO-116
	Individual alerts to users or text MT must include opt-out information if a monthly service reminder MT is not supplied separately.	TMO-117
	Web opt-in requires double opt-in via PIN delivered to handset and entered into website or affirmative follow-on via MO.	TMO-118
Premium Rated Program Guidelines	Premium Services result in a premium-billing event to the Customer. Premium Services, with the exception of Chat that has specific requirements, have the following pricing requirements:	TMO-119
	Please see carrier specific maximum price per billing event and type.	TMO-120
	Please see carrier specific billing notifications regarding dollar increments that should initiate spending notifications to consumers.	TMO-121
	~~"Trial" offers are allowed. At the end of the trial a user must be notified by SMS that the trial has ended. The user must affirmatively opt-in to continue the Service. If the user does not respond, the lack~~	TMO-122

	~~of response must be treated similar to a STOP command (and no charge may be applied to the subscriber for the trial).~~	
One Time Event Non Recurring	In these programs a user generates an MO based on a call to action. The MT generated from the request is non-recurring and <u>PREMIUM</u> rated. These Services are **Single Opt-In**. The following guidelines apply:	TMO-123
	Programs must adhere to key guidelines specific to opt-ins.	TMO-124
	Full disclosure in Call to Action of Price, Billing Period, and Frequency (if applicable).	TMO-125
	Disclosure in Call to Action and in Initial/Welcome MT of "Msg&Data Rates May Apply."	TMO-126
	The Welcome Message must clearly state the Program Sponsor and/or Service name, pricing, and frequency of messages, Help and opt-out information.	TMO-127
	Billable event occurs on the MT – MT must be generated to confirm charge for user.	TMO-128
	While HELP and STOP commands are not required disclosures in messaging flow, these commands must be supported for all campaigns.	TMO-129
	Spending limit cap notifications apply.	TMO-130
	Customer support information must be supplied in the form of a toll free number.	TMO-131
	NOTE: Such programs are reviewed on a case-by-case basis and premium charges based on single opt-in will only be accepted where circumstances are appropriate for waving the double opt-in (e.g., live events).	TMO-132
	NOTE: Premium rated one-time services and premium rated billed per message services require spending limit cap notifications.	TMO-133
	~~See example Premium One-Time Event: Section 4.1~~	TMO-134
Recurring Events Billed Per Message	These programs are allowed on a case-by-case basis; however it is highly recommended you consider simply offering the program as a Subscription Service (see section on PSMS Subscription Services). These Services are **Double Opt-In**. In this Service, a user generates an MO based on a call to action. Result is typically a "welcome" message with each message thereafter billed at a premium. The following guidelines apply:	TMO-135
	Campaigns must adhere to key guidelines specific to opt-ins.	TMO-136
	Full disclosure in Call to Action of price, billing period, and frequency (if applicable).	TMO-137
	Disclosure in Call to Action and Initial/Welcome MT of "Msg&Data Rates May Apply."	TMO-138
	In Initial/Welcome Message (1st MT), pricing must be disclosed <u>prior</u> to the opt-in prompt.	TMO-139
	The Initial/Welcome Message must clearly state the Program Sponsor and/or Service name, pricing, billing period, and frequency of messages.	TMO-140
	The Confirmation Message (2nd MT) must confirm the purchase and pricing, and include HELP and STOP information.	TMO-141
	Spending limit cap notifications apply.	TMO-142
	Customer support information must be supplied in the form of a toll free number.	TMO-143
Recurring Messages	In these programs, a user generates an MO based on a call to action. Result is a "welcome" message indicating opt-in for a "subscription"	

Subscription Services	that is auto renew. These Services are **Double Opt-In**. The premium transaction is a one-time event per subscription cycle. The following guidelines apply:	
	Double Opt-In to Service is required and must follow messaging disclosure guidelines referenced.	TMO-144
	Premium must be charged on a single "Confirmation" MT at the price point approved for the program – premium cannot be "spread" over multiple messages.	TMO-145
	Subsequent premiums must be applied on anniversary date of Customer.	TMO-146
	Services cannot charge full premium rate for mid-cycle activation.	TMO-147
	Full disclosure in Call to Action of Price, Billing Period, and Frequency (if applicable).	TMO-148
	Disclosure in Call to Action and Initial/Welcome MT of "Msg&Data Rates May Apply."	TMO-149
	The Initial/Welcome Message must clearly state the Program Sponsor and Service name, Pricing, Billing Period, and Frequency of messages.	TMO-150
	In Initial/Welcome Message (1st MT), pricing must be disclosed prior to the opt-in prompt.	TMO-151
	The Initial/Welcome Message must include contact details for the program sponsor – either toll free number, website address, or Help via text message with resulting Help MT that contains required contact details.	TMO-152
	Customer support information must be supplied in the form of a toll free number.	TMO-153
	The Confirmation Message (2nd MT) must confirm the purchase and pricing and include opt out/STOP information.	TMO-154
	Monthly Reminder/Auto Renewal message is required for premium-rated subscription-based services. The renewal message must contain "reminder" of Service information including pricing, HELP, STOP, and provider contact information in the form of a toll free number	TMO-155
	<u>**NOTE**</u>: No Service may advertise or operate a "minimum subscription period." Customers can leave a Service at any time; no terms or conditions can state or imply otherwise.	TMO-156
Multiple Subscription Services	If you offer multiple Services that are subscription based, you must expressly disclose to the Customer each time they sign up for a new subscription Service:	
	Customers signing up for a Service must clearly understand there are multiple Service offerings;	TMO-157
	T&Cs must be supplied to users for each Service offering and an affirmative response is required by the user for each service offering. Pricing and Billing frequency MUST be in bold in the T&Cs;	TMO-158
	Customers enrolled in Services that request enrollment in additional Services must be supplied with information about any current Service(s) that they are enrolled in through your connection, remaining credits, etc.; and	TMO-159
	Customers must follow separate affirmative double-opt in flows to sign up for additional plans.	TMO-160
Premium Messaging Chat Guidelines	In "Chat" Services, a user is invited to join a Chat Service. This includes but is not limited to Operator, Peer2Peer, Operator Moderated Group. "Chat" is inclusive of Services such as Tarot, Psychic, Astrology, "What a star would say", etc. These Services are	TMO-161

	Double Opt-In. The following must be taken into consideration for Chat Services:	
	Monthly subscription or per message billing are the only valid billing options;	TMO-162
	Chat services must adhere to the T-Mobile per message price cap;	TMO-163
	Content Provider is responsible for enforcing the maximum allowable dollar amount for a single Chat Service in a month period based on anniversary date of the Customer;	TMO-164
	Notification of accumulated charges must be sent as dictated by T-Mobile. This message should supply disclosure to user they have accumulated specified dollar amount (or relevant derivative) along with relevant opt-out information and HELP command; The Customer must be notified and must opt-in for premium charges that they incur after each spending notification. These additional "continuation" messages must: • Express dollar amounts reached, not the number of messages billed; • Present cumulative premium charge dollar amounts ; • Tally charges based on the anniversary date of initial sign up. Example: user signs up for Service on Jan 12th, 2009 all months will end on the 12th of each month; • If the Customer does not reply affirmatively to continuation message the system must pause the Chat Service until the anniversary date; • No further MTs can be sent to a Customer until affirmative response to continuation message is provided by the Customer. If the Customer does not attempt to Chat, no additional messages may be sent. The Chat participant must be considered in a PAUSED status; and • HELP and OPT OUT keywords must be included in the continuation message;	TMO-165
	Suggested keywords are the same as the opt-in keywords defined above. In addition, MORE or CONTINUE should be supported as re-opt-in words;	TMO-166
	Regardless of status (Paused or Active), the Customer must be able to opt-out of the program at any time.	TMO-167
	While the Customer is in PAUSED status, Customer cannot incur any further premium messaging charges;	TMO-168
	Service Providers are strictly prohibited from queuing messages that are attempted to be sent to a PAUSED Customer and transmitting them to the user later;	TMO-169
	Toll free number is required for customer support and must be disclosed in Help MT.	TMO-170
	Double opt-in is required; first MT must disclose pricing, opt-out information, message frequency and user MUST respond with YES to complete activation;	TMO-171
	Premium for "registration" messages are NOT allowable. All messages related to registration, establishing a profile, etc. must be standard rated;	TMO-172
	MT can only be sent as a response to an MO from user;	TMO-173
	Operator Chat applications **CANNOT** "self-generate" MT's;	TMO-174
	Customers must be opted-out after **90 days** of inactivity. An	TMO-175

	informational message informing the Customer of the automatic opt-out may be sent; and	
	Chat participants must have the ability to report and block members.	TMO-176
	In addition to the aforementioned requirements and policy, below are additional details related to various Chat Services. Note: for Chat monthly subscription bundles, MT can indicate date for next billing period when Chat availability resumes (see MMA Consumer Best Practices Guidelines for examples).	TMO-177
Match Notification Functionality	Many Chat Services seek to incorporate notification services whereby a Customer signs up for Chat and is, on a recurring basis, sent notification (e.g., "match") messages. These messages are typically designed to encourage ongoing interaction with the Service and tend to be premium in nature. The following items are required:	TMO-178
	"Notification" functionality may be offered as part of an overall Chat Service only if the messages are treated as standard rated. In this instance no more than 5 notification messages can be sent in a 24hr period;	TMO-179
	"Notification" functionality is allowed only as an independent element to an overall Chat Service. One should liken them to recurring alerts with their own independent double opt-in flow in addition to any flow an end-user may follow for the initial sign-up of the Chat Service; and	TMO-180
	Chat Bots are prohibited except in connection with setting up a user profile or to provide user notifications in conjunction with notification functionality.	TMO-181
Group/ Community Chat	Group Chat Services are typically designed so that many premium messages are distributed to a Customer only after the Customer has initiated interaction with a member of the group. The following items are required:	TMO-182
	These Services can only be offered under Monthly Subscription models. Per message premium Group Chat is not allowed;	TMO-183
	Operator and/or "Chat Bot" enabled Group Chat is strictly prohibited; only Services whereby there is a legitimate group of Customers is allowed; and	TMO-184
	Group Chat Services must be moderated 24x7 for compliance with the D2C agreement, the playbook, and all applicable laws and regulations.	TMO-185
Chat Advertising	Service Advertising for Chat programs may not imply that content that is not permitted under the D2C Agreement is available as part of the Chat. For operator assisted Chat, appropriate disclosure should be made in the advertising and T&Cs of the program: e.g. "this Service employs operators who are paid to participate in the Chat."	TMO-186

Additional Program Guidelines		
Sweepstakes and Contests	Premium and Standard rated sweepstakes are allowed on a case-by-case basis upon approval by T-Mobile. Premium sweepstakes may only be considered if end user participation is incorporated (e.g. a poll/vote/trivia game) or receives a piece of downloadable content for the premium charge with the sweepstakes entry offered as an added benefit. It is the Provider's responsibility to ensure that a Premium or Standard sweepstakes (permitted by T-Mobile) complies with State and Federal laws governing sweepstakes. Upon T-Mobile's request at any time, the Provider will be required to provide T-Mobile with additional details evidencing compliance with State and Federal laws governing sweepstakes.	TMO-187
Interactive TV (iTV) Campaigns	Interactive TV (iTV) Services (e.g. voting, text2screen, etc.) are allowed as Premium or Standard rated. Premium iTV Services may be allowed but approval is on a case-by-case basis. Any approved offering may be required to adhere to all of the following:	TMO-188
	On-air verbal and visual call out of pricing along with on-air presentation of T&Cs;	TMO-189
	Services with a price point below a certain amount (see T-Mobile pricing documentation) may be **Single Opt-In** but those with a price point greater than the specified amount shall be **Double Opt-In**; and	TMO-190
	Only supported as one-time events (i.e. standard or premium). "Recurring" charge iTV Service models may not be offered.	TMO-191
	See the specific guidelines in the MMA Consumer Best Practices Guidelines for additional information on required size, timing and contents of disclosure relating to iTV campaigns.	TMO-192
Promotional Messaging	The offering of promotional SMS-based or complimentary downloadable content is allowed on a case-by-case basis.	TMO-193
Alternate Billing Methods	Under the D2C Agreement, alternative billing methods (e.g. Credit Card, PayPal, etc.) are acceptable. These transactions are classified as Company Premium Messages or Company Premium Downloads. To facilitate appropriate management of this method there are specific needs for Service setup in D2C. Should you wish to use an alternative payment method you will need to setup and deliver the transaction over a specific SEND service in D2C. Requirements include:	
	Disclose in the Program Brief that an alternative billing method is required;	TMO-194
	A confirmation MT that the Customer has had a charge of $x applied to [appropriate billing party] (e.g. Credit Card, PayPal Account, etc.).	TMO-195
Charitable Giving Programs	Charitable Giving programs are allowed on a case-by-case basis. All charitable giving programs will be required to run over a distinct Short Code.	TMO-196

Viral or Word of Mouth Marketing Campaigns	Viral or World of Mouth Marketing campaigns will be supported on a case-by-case basis. The MMA Consumer Best Practices Guidelines defines Viral marketing as the communication (via text message or other mobile content) in which Consumer A receives a message, identifies Consumer B who they believe will be interested in the message and initiates a process to forward or share the message with Consumer B. Viral marketing campaigns must adhere to the following guidelines:	
	Message forwarded to recipient (Consumer B) must indicate that the message was forwarded by another consumer (Consumer A) and disclose the identity of the sender.	TMO-197
	If the message forwarded to the recipient (Consumer B) includes any form of downloadable content (ringtones, wallpaper, videos, images, etc.), additional disclosure to recipient must be provided that indicates they may incur data charges.	TMO-198
	Consumer B must also opt-in to accept message related to downloadable content.	TMO-199
	Refer to the MMA Consumer Best Practices Guidelines for further requirements.	TMO-200
Free to End User (FTEU) Campaigns	FTEU programs will be supported on a case-by-case basis. A FTEU message is provided at no charge to the Subscriber (including transport fees but excluding any standard monthly subscription or usage fees paid by the Subscriber to T-Mobile) and does not facilitate the download of Content or Applications sent via the Company Connection through the T-Mobile Gateway, MMSC, or SMSC. Free to End User ("FTEU") messages and subject to applicable terms and rates in the D2C Agreement. These messages must run over a specific SEND service in D2C. FTEU programs must adhere to the following guidelines:	
	Must run on their own separate Short Code;	TMO-201
	Single opt-in applies;	TMO-202
	The message text must state that the message is a Free Message.	TMO-203
Download Messaging		TMO-204
General Guidelines	There are a variety of ways for consumers to purchase and receive content and these may evolve over time. The following sections touch on general guidelines around downloadable content – Ringtones, Wallpaper, Video Clips, etc.	
	ALL Download programs must adhere to T-Mobile requirements, including without limitation, formatting, Handset Specifications, and T-Mobile Network File Size restrictions. No Service may be launched and Services can be suspended immediately without notice, if they do not comply with these requirements.	
	In terms of valid content offerings the following are acceptable at time of publication: • Commonly supported Ringtone formats • Commonly supported Wallpapers (including custom wallpapers) • Commonly supported Animation • Commonly supported Video Clips	TMO-205
	Use of "Device Not Supported" is only a permissible response in the instance of signifying a specific device is not supported. It is not an acceptable "synonym" response for a Service that is not supported for T-Mobile Customers. In such case, the response should indicate	TMO-206

	"Program/Application is not available to T-Mobile Customers at this time."	
	NOTE: All Services are required to identify appropriate handset information and provide optimized content for that handset. "One size fits all" content is not acceptable.	TMO-207
Device Discovery and Support	All download Services require device discovery prior to: • Any billing event • Any attempt to deliver content to the Customer • Any commitment to a subscription Service	TMO-208
	If your program utilizes WAP Push, T-Mobile will supply MSISDN and User Agent information in the HTTP header. This information is to be utilized solely for the purposes of identifying handset type and delivering appropriate, supportable content.	TMO-209
	If your Service does not utilize WAP Push for device discovery, you will be required to implement alternative Web or SMS based discovery methods. (i.e. asking the Customer what handset type they are using in SMS messaging flow; providing a list on website).	TMO-210
	The only handsets that are eligible for 3rd Party Services through the D2C Program are certified T-Mobile Handsets. Uncertified (e.g. Unlocked and/or "Gray Market" devices) are considered unsupported handsets.	TMO-211
	NOTE: Providing a demo/sample download is not a sufficient means for device verification. If the Service cannot identify device through appropriate discovery the Service may NOT sell content to the consumer.	TMO-212
Download Guidelines by Delivery Type		
Wap Push for Content Delivery	T-Mobile allows use of WAP as a means for delivery of binary content (e.g. WAP Push of a ringtone ordered by a Customer). T-Mobile also allows WAP as a Service offering (WAP Sites/Storefronts). WAP as a Service offering is restricted to T-Mobile Customers with a premium data rate plan.	TMO-213
	Should your Service utilize WAP for both delivery and/or a Service offering, all binary download delivery must occur over a sub domain with the following naming convention: "d2c." Primary domains for delivery of binary content are strictly prohibited and these will not be approved for white listing.	TMO-214
	There is only one distinct field in the Campaign for recording URLs. The "URL" field is for recording customer facing websites, the "d2c" URLs to be white listed for content delivery, and/or any applicable mobile website URLs. Specific URLs should be referenced in the URL field, followed by a description associated with the URL in the "Description" field. Refer to the T-Mobile 3PG Partner Center Campaign Creation tutorial for more details.	TMO-215
	Programs that leverage a pure WAP billing solution are not required to forward an advice of charge MT to the Subscriber's handset, but are required to distribute a receipt MT. The receipt MT can be delivered to the Subscriber's handset up to 2 hours after the WAP billing transaction.	TMO-216
WAP Address White Listing – For Binary Content Downloads	For downloads of binary content via a WAP Push or WAP page, you must supply the URL from which the download of the specific content will occur to T-Mobile for inclusion into the T-Mobile "White List." **If a URL is not White Listed, the URL, including any content therein, cannot be accessed by Customers unless they have a**	TMO-217

	premium data rate plan. White Listed URLs may only be used to facilitate the download of binary content to users and may not be used for any other purpose.	
	Qualifiable URLs for the White List are those operating under a sub-domain with the prefix "d2c." Examples of appropriate naming convention include: • https://d2c.wap.bobsringtones.com • https://d2c.bobsringtones.com	TMO-218
	NOTE: Wild carded sub-domains or IP WAP addresses are not allowed or considered valid to be on the White List. Your Service must adhere to the aforementioned naming convention. All industry standard domain extensions (.com, .net, .tv, .mob) are supported.	TMO-219
Billing for Content Delivery and Notification	Billing events for transactional (one time) downloads cannot be triggered until the "last byte" has been delivered through the D2C Gateway. Any billing prior to delivery of content is considered a Service out of compliance and will be handled accordingly by T-Mobile (e.g., suspension, termination, etc.).	TMO-220
	Providers should integrate with the Partner Publisher system through D2C to assure that consumers are eligible for Direct-to-Consumer billing prior to initiating a transaction.	TMO-221
	Additionally, the appropriate purchase request must be utilized under this scenario. One-time download transactions require a two-phase purchase request in which the request is "authorized" in the initial step and the purchase is completed after the successful delivery of content to the subscriber.	TMO-222
Premium Download Guidelines		
Premium Download – One Time Event / Non Recurring	Premium Download – One Time Event typically involves a Customer buying a piece of content from a Website or other Call to Action (e.g. magazine advert.) on a transactional, non recurring basis. Implementation of this program includes the following characteristics:	TMO-223
	Double Opt-In is required for one time premium downloads.	TMO-224
	Premium billing event must occur **after download of content** (i.e. last byte through Gateway).	TMO-225
	Premium billing event notification must include Customer Support contact information. (Refer to Customer Support section for further requirements).	TMO-226
	"Next Best" models are not allowed - Service must deliver content Customer has requested prior to any billing for delivered content.	TMO-227
	Any Services involving Web as a POS **MUST** include clear disclosure of pricing, and terms and conditions, etc. Pricing disclosure must be in a manner prominent to the Customer before they engage in any purchase flow. Essentially a Website is considered a form of advertising and, therefore, must comply with all Service Advertising requirements and MMA Consumer Best Practices Guidelines.	TMO-228
	"Pre-Populated" check boxes related to the purchase path or registration for an account is **NOT** allowed. Users must affirmatively check boxes to signup, opt-in, etc.	TMO-229
	All Services, including those involving WAP or other call to action must include clear disclosure of pricing and MMA Consumer Best Practices Guidelines.	TMO-230

	Purchase of, for example, a ringtone cannot be deemed an "opt-in" to receive other information, promotions, etc. – It is a one-time event. If you want to have an "opt-in" you need to include a request in your message whereby the user "opts-in" through a separate affirmative response to receive additional messages.	TMO-231
	Content purchased by alternative billing arrangement (e.g. Credit Card, Pay Pal, Prepaid Card, and/or "PIN" Services) are allowed but must be transmitted over a unique service setup in D2C and communicated to T-Mobile per the Program Brief process.	TMO-232
	Additionally, the following guidelines apply to the messaging flow for premium rated downloads – one time events:	
	Programs must adhere to key guidelines specific to opt-ins (refer to Section 7.1).	TMO-233
	Full disclosure in Call to Action of Price, and Billing Period.	TMO-234
	The Initial/Welcome Message must clearly state the Program Sponsor and Service name, Pricing, Billing Period, and Frequency of messages.	TMO-235
	In Initial/Welcome Message (1st MT), pricing must be disclosed prior to the opt-in prompt.	TMO-236
	The Initial/Welcome Message must include contact details for the program sponsor – either toll free number, website address, or Help via text message with resulting Help MT that contains required contact details.	TMO-237
	The Confirmation Message (2nd MT) must confirm the purchase and pricing and include opt out/STOP information.	TMO-238
	Customer support information in the Help MT must be supplied in the form of a toll free number.	TMO-239
	NOTE: Billing event can only be triggered AFTER user has successfully downloaded the content.	TMO-240
Premium Download – Recurring Messages/ Subscription Service	Subscription Services for downloadable content are permitted. In addition to considerations outlined previously in this Playbook, below are some additional program characteristics that are required for subscriptions:	
	Programs must adhere to key guidelines specific to opt-ins (refer to Section 7.1).	TMO-241
	Double opt-in to Service is required per guidelines outlined previously and must be affirmative in nature.	TMO-242
	"Next Best" models are not allowed.	TMO-243
	Auto renewing, weekly billing cycles are NOT allowed; minimum subscription cycle is one month.	TMO-244
	Full disclosure in Call to Action of price, billing period, and frequency (if applicable).	TMO-245
	Disclosure in Call to Action and Initial/Welcome Message of "Msg&Data Rates May Apply."	TMO-246
	In Initial/Welcome Message (1st MT), pricing must be disclosed prior to the opt-in prompt.	TMO-247
	The Initial/Welcome Message must clearly state the Program Sponsor	TMO-248

	and/or Service name, pricing, billing period, and frequency of messages.	
	The Confirmation Message (2nd MT) must confirm the purchase and pricing and include HELP and STOP information.	TMO-249
	Customer support information must be supplied in the form of a toll free number.	TMO-250
	Users on subscription cycles MUST receive a Notification message at time of renewal per MMA Consumer Best Practices Guidelines (e.g., at least 24 hours in advance of the renewal charge being applied to the phone bill). This message must be sent to the Customer's handset and contain: Name of Service, subscription and frequency (e.g. monthly), disclosure that it's being renewed, advice of charge, opt-out details and HELP.	TMO-251
	NOTE: No Service may advertise or operate a "minimum subscription period." Customers can leave a Service at any time; no T&Cs can state or imply otherwise.	TMO-252

Promotional Download Messaging	~~The offering of promotional or complimentary downloadable content is allowed on a case-by-case basis. To facilitate appropriate management of this method there are specific needs for Service setup in D2C. A distinct send-only service will be required for the delivery of the content.~~	TMO-253
	~~The message rating may be designated as Promotional Download Messaging only if the transaction is a one-time only event tied to a specific promotional campaign around a "non-mobile" product or Service. If the Content Provider is part of the mobile media and marketing industry the message rating is considered Company Premium Download messaging.~~	TMO-254
Mobile Internet Browsing – WAP Storefronts	Mobile Internet sites offering premium Services and/or content discovered via browsing are permissible. **These URLs will NOT BE White Listed and only accessible to Customers with a T-Mobile premium data rate plan**.	TMO-255
SMS Messages with Embedded URLs	**Distribution of WAP Services and URLs embedded in text messages is allowed but the offerings are restricted to T-Mobile subscribers with a premium data rate plan**. Examples of allowable embedded links include, but are not limited to:	TMO-256
	Mobile "Browse Buy" storefronts for Binary Content (i.e. downloadable content);	TMO-257
	Mobile Blogging Sites whereby a user accesses the site via WAP;	TMO-258
	Location Services incorporating embedded links to maps, traffic, etc. in SMS results; and	TMO-259
	WAP based Chat.	TMO-260
	If your Service offers a WAP experience in conjunction with a Premium Charge you must verify the end user can access the WAP portion of the Service prior to any Service commitment or billing event. It is the Provider's responsibility to verify that the user can access the WAP portion of the Services prior to any Service commitments or billing events.	TMO-261
Applications	Application and game sales, non-networked and networked, may be permitted under the following conditions:	
	All games and applications must be certified through the T-Mobile approved third party application certifier – True North Services (TNS). TNS manages the end-to-end certification of all games and applications to be distributed Off-Deck. A separate business agreement will need to be established between you/your client and TNS. TNS charges per application/game build tested and bills its partners for completed tests on a monthly recurring schedule;	TMO-262
	Game and Application certification is independent of D2C (D2C) campaign approval and certification. It is advised your game or application be submitted for approval by T-Mobile through the program brief process prior to certification with TNS;	TMO-263
	After a build passes testing, it is "stamped" and watermarked by TNS. Once an application or game is stamped and watermarked, it can be distributed at will provided the accompanying Short Code has been provisioned and the campaign certified via the D2C program;	TMO-264
	Networked games and applications will differ slightly than non-networked games and applications in that certification of networked applications/games through TNS does not guarantee distribution via the D2C program. If a networked game or application is being offered, a Program Brief will need to be submitted and the campaign certified via the normal D2C process;	TMO-265

	Networked games and applications may only be accessed by our Premium Data Rate Plan subscribers via a non-white listed WAP URL (refer to section 11.4).	TMO-266
	Game and Application certification through TNS takes approximately 3 weeks. This must be factored into the overall campaign go to market timeline when determining a campaign launch date;	TMO-267
	All policies in the Playbook apply to any application offerings available through 3rd Party Content sites; and	TMO-268
	Application sales are allowed through One-Time purchase and Subscription models consistent with Section 9. Alternative models, such as, but not limited to "Rental", "Try and Buy", "Buy a level", etc. are not permitted.	TMO-269
Testing and Certification	T-Mobile requires that all Direct to Consumer programs be tested internally by the content provider and externally by a T-Mobile sanctioned testing house. The external testing and certification process is managed jointly by T-Mobile and a third party.	TMO-270
Service Audits and Compliance	All Services running on T-Mobile's network are routinely monitored and audited for compliance with MMA Consumer Best Practices and T-Mobile Playbook policies. At a frequency determined by T-Mobile, additional random audits may be required of all Services in Market. If at any time production Services are found out of compliance with the Playbook or D2C Agreement they may be suspended immediately without prior notification. This is a zero tolerance policy.	TMO-271

D2C Examples

Correct Short Code Use Examples: Short Codes Section 6.1

Below are several examples of how Short Codes may be used:

Content Provider/Service	Content Provider/Service	Same Short Code Allowed
Bob's Daily Horoscope (Standard-rated)	Bob's Daily Weather Alerts (Premium-rated)	Yes – T-Mobile will support both Standard-rated and Premium-rated services under the same Short Code but that Short Code must be Premium rated.
Bob's Daily Hip Hop Alerts (Standard-rated)	Bob's Ringtones (Standard-rated)	Yes – T-Mobile will support multiple Services for the same Client under the same Short Code provided a unique Offer Description for each Service is passed through in the purchase request. Refer to Section 6.5 for details.
Bob's Ringtones	Bob's Chat	No – Chat Services must be reflected on separate Short Code.
Bob's Downloads	Jack's Downloads	No – Cannot support multiple Content Providers or Clients on the same Short Code.
Bob's Daily Horoscope	ABC Org Mobile Giving	No – Mobile Giving campaigns cannot run under a Short Code that is also used for commercial services.

Universal HELP Command Example: Section 5.1

MO	Help	
MT	Bob's Movie Trivia Game. To start reply PLAY. To quit reply STOP. For customer support contact support@bobstrivia.com. Msg & Data Rates May Apply.	Std
MT DL Sub	Bob's Tones: $9.99 for 8 tones/mo. 4 credits left. Quit? Txt STOP. Support? Call 18881234567 or visit www.bobstones.com. Msg & Data Rates May Apply.	Std

Double Opt-in Example: Section 7.2

CTA	Text 12345 for a weather alert each day from Weather Pro. Subscription service for $4.99/mo + Msg & Data Rates May Apply.	
MO	12345 Weather	Std
MT	You have requested Daily Weather Alerts from Weather Pro. Subscription service is $4.99/mo + Msg & Data Rates May Apply. To agree reply 'Yes'. For help text HELP.	Std
MO	Yes	Std
MT	Welcome! You're subscribed to Weather Pro's Daily Weather Alerts at $4.99/mo. 1st alert will arrive shortly. To end alerts text 'STOP'.	$4.99+std
HELP MT	Daily Weather Alerts. $4.99/mo + Msg & Data Rates May Apply. Support: 888-123-4567. To quit text STOP.	Std

Std Rate One Time Event Example: Section 8.1

CTA	Text 12345 with your comment to see it live on ABC's Jumbotron. Msg & Data Rates May Apply.	
MO	12345 – This place rocks!	Std
MT	ABC Jumbotron: Thanks for your message. Keep your eye on the Jumbotron – it will be up there soon. Msg & Data Rates May Apply. Text HELP 4 info, STOP to cancel.	Std

Std Rate Subscription: Section 8.2

CTA	Text "Bob" to 12345 to sign up for Bob's Movie Alerts. Up to 3 messages/week. See www.bobsmovies.com for more info. Msg & Data Rates May Apply.	
MO	Bob to 12345	Std
MT	Welcome 2 Bob's alerts! You'll get your first new movie alert soon and then 1 new msg daily. Text HELP 4 info STOP to cancel. Msg & Data Rates May Apply.	Std

Premium One-Time Event Example 1: Premium text to Jumbotron – Section 9.1

CTA	Text 12345 to see your message on Mega's Jumbotron. $.99/message + Msg & Data Rates May Apply.	
MO	12345 – Yo, check me out I am so freakin cool.	Std
MT	Mega Jumbotron. $.99/message. Thanks for your message. Your text will appear shortly. $.99/message + Msg & Data Rates May Apply. Text HELP 4 info, STOP to cancel.	.99 + Std
HELP MT	Mega Jumbotron. $99/message + Msg & Data Rates May Apply. Text Screen Inc.: 888-123-4567. STOP to cancel.	Std

Premium One-Time Even Example 2: Premium text to vote – Section 9.1

CTA	NBC Celebrity Guest Vote. Text 12345 to vote for your favorite celebrity guest. $.99/message + Msg & Data Rates May Apply.	
MO	12345 – John Laberblaster	Std
MT	NBC Celebrity Guest Vote: Thanks for your message! Your vote has been counted. $.99 + Msg & Data Rates May Apply. Text HELP 4 info, STOP to cancel.	.99 + Std
HELP MT	NBC Celeb Guest Vote. $99/vote + Msg & Data Rates May Apply. Support: 888-123-4567. STOP to cancel.	Std

Premium Recurring Events Billed Per Message: Section 9.2

CTA	Bob's Daily Weather Alerts. Text 12345 for a weather alert each day. Each alert is $.99 + Msg & Data Rates May Apply.	
MO	12345 Weather	Std
MT	Daily Weather Alerts from Bob's Alert Services. Each alert is $.99/alert ($30.00/mo). Msg & Data Rates May Apply. To agree reply 'Yes'. HELP 4 info.	Std
MO	Yes	
MT	Welcome. Your 1st alert will arrive shortly. $.99/alert. To end alerts text 'STOP'. Support: 888-123-4567.	Std
MT	Alert 1	$.99+Std
MT	Alert 2	$.99+std
Accrued Charge Notification	You've spent $X.XX so far this month on Daily Weather Alerts (.99/daily alert = $X.XX/mo). Msg & Data Rates May Apply. Text 'STOP' to end. Text 'HELP' for help.	Std

Premium Recurring Message Subscription Service Example: Section 9.3

CTA	Bob's Daily Weather Alerts. Text 12345 for a weather alert each day. Subscription service for $4.99/mo + Msg & Data Rates May Apply.	
MO	12345 Weather	Std
MT	You have requested Bob's Daily Weather Alerts. Subscription service is $4.99/mo. Msg & Data Rates May Apply. To agree reply 'Yes'. For help text HELP.	Std
MO	Yes	Std
MT	Welcome. You're subscribed to Bob's Daily Weather Alerts at $4.99/mo. Your 1st alert will arrive shortly. To end alerts text 'STOP'.	$4.99+std
MT	Alert 1	Std
MT	Alert 2	Std
Help MT	Bob's Daily Weather Alerts at $4.99/mo + Msg & Data Rates May Apply. Reply STOP to quit. Support: 888-123-4567.	Std
Anniversary or EOM	You are currently subscribed to Bob's Daily Weather Alerts. Alerts are $4.99/mo + Msg & Data Rates May Apply. Text 'STOP' to quit at any time. Support: text HELP or contact 888-123-4567.	$4.99+std

Premium Chat Example: Section 9.5

CTA	Fun Chat: Text 12345 Chat to chat with amazing people. .99/message + Msg & Data Rates May Apply.	
MO	12345 Chat	Std
MT	Welcome to Fun Chat. You will be charged .99/message received. Reply with your name to start chatting with amazing people. STOP to quit. Txt HELP for help or call 888-123-4567. Msg & Data Rates May Apply.	.Std
MO	12345 Bill	Std
MT	"Hi Bill, I'm Summer. What are your hobbies?"	.99
MO	"Hi Summer. I like to monoski. It's so cool."	Std
MT	"WOW! I monoski too. What kind of ski do you have?"	.99
MT ($25.00)	Service notice – you have spent $25.00 to date this month. This service is $.99/message received + Msg & Data Rates May Apply. To continue text 'continue'. Support: 888-123-4567.	Std
MT ($+25.00)	Service notice – you have spent $50.00 to date this month. If you agree to continue using this service text 'continue'. Support: 888-123-4567.	Std
MT ($+25.00)	Service notice – you have spent $75.00 to date this month. You have hit your service limit for the month. You may continue using next month. Support: 888-123-4567.	Std

Premium One-Time Download Event Example: Section 11.6

CTA	Text 890 to 12345 for "Evening Lights" ringtone by Bob Zigby at $1.99 + Msg & Data Rates May Apply.	
MO	'890' to 12345	Std
MT	You have requested "Evening Lights" at $1.99 per download. To agree, reply 'Yes'. Msg & Data Rates May Apply. Text HELP for help.	
MO	Yes	
WAP Push	User clicks and initiates download	
MT	(after last byte and delivery notification) Thanks for your order. $1.99 + Msg & Data Rates May Apply. For support call Bob's Tones: 888-123-4567. To quit text Stop.	$1.99

Alternative Payment Example: Section 11.6

CTA	(Website) Enter your credit card information and choose "Evening Lights" ringtone by Bob Zigby at $1.99 + Msg & Data Rates May Apply.	
MO	User enters credit card information on website	
WAP Push	User clicks and initiates download	
MT	[Advice of charge sent over designated send service for alternative payments] (after last byte and delivery notification) Thanks for your order. $1.99 will appear on your next Credit Card bill. Msg & Data Rates May Apply. For support call Bob's Tones: 888-123-4567. To quit text Stop.	Std

Web Initiated Opt-In Example: Section 11.6

CTA	User sees an advertisement and visits the Ringtone.com website.	
Initial opt-in	User chooses to buy the subscription ringtone package by clicking the "buy" button. User is asked to agree to T&Cs, select their carrier, and enter their cell phone number.	Std
Initial MT	Ringtone.com – 20 credits for $9.99/month. Msg & Data Rates May Apply. Your PIN is XXXX enter at website or Reply "Yes". Text HELP for Help. Support: Ringtone.com or call 555-222-3333.	Std
Double opt-in	User enters PIN on website or responds "Yes" to Short Code	Std
Confirmation MT	You are subscribed to Ringtone.com at $9.99/month! Support? 555-222-3333. HELP 4 Help, Text STOP to end.	$9.99 + Std

T-Mobile Certification

T-Mobile requires that all Direct to Consumer programs be tested internally by the content provider and externally by a T-Mobile sanctioned testing house. The external testing and certification process is managed jointly by T-Mobile and a third party.

T-Mobile Audit

All Services running on T-Mobile's network are routinely monitored and audited for compliance with MMA Consumer Best Practices and T-Mobile Playbook policies. At a frequency determined by T-Mobile, additional random audits may be required of all Services in Market. If at any time production Services are found out of compliance with the Playbook or D2C Agreement they may be suspended immediately without prior notification. This is a zero tolerance policy.

AT&T

Provisioning

Section	Guideline	MMA ID
AT&T Customer Experience Policy (CEP) for 3rd Party Content Providers	AT&T reserves the right to assess penalties up to and including removal from the AT&T network for failure to adhere to MMA CBP, AT&T CEP and policies or any activity by aggregators, content providers or affiliates that AT&T deems inappropriate.	ATT-01
Refund Threshold	AT&T has set a maximum refund threshold that all aggregators are required to operate within. High refunds are indicative of poor mobile product offerings and/or poor consumer experiences. High refunds are also related to questionable customer acquisition practices (incentive and/or stacked marketing).	ATT-02
Premium Rate Program Double Opt-in	***AT&T ability to waive double opt-in:*** In certain limited instances, AT&T may waive the double opt-in on a program-by-program basis:	ATT-03
	◊ A current exception to the double opt-in practice is a mobile interaction with the call to action for network television programming. A premium charge call to action integrated with programming must be a single opt-in when the call to action contains the following conditions: o A Mobile Originated message with a premium price at $0.99 or below. o Interaction is transaction based messaging and is not subscription based. o On air call to action and advice of charge need to be clearly stated, inclusive of both visual and verbal – text size (10 font minimum), placement (prominent), and length of time on air (10 seconds). o Premium elements of the program are only offered during the broadcast. o A thank you/confirmation message including advice of charge must be sent following the MO	ATT-04
	AT&T Double opt-in parameters: ◊ WEB Opt-in o All pricing and billing periods/terms of the third party content must be clearly and conspicuously disclosed immediately adjacent to any customer submission field (i.e. phone number field or PIN code field). Clear disclosure of the pricing and billing period/term must not be on an additional page nor shall it be located on a page that would require the customer to scroll in any direction.	ATT-05
	The following terms must be clearly and conspicuously disclosed on any cell phone number submit web page and any PIN code submit web page:	ATT-06
	The initial and recurring charge of the content being promoted	ATT-07

	Verbiage that additional charges may apply.	ATT-08
	The customer will be charged automatically with no further action on part of the customer.	ATT-09
	The term of which the charge will automatically be made to the account in the absence of cancellation of the service/plan.	ATT-10
	Indication the customer will continue to received the charges until the customer cancels the service/plan.	ATT-11
	Instruction on how to cancel the service/plan.	ATT-12
	Disclosure of the mechanism for charging the customer (e.g. "on your cell phone bill or deducted from your prepaid balance on your cell phone account").	ATT-13
	All purchases must be authorized by the account holder. Terminology as such to ensure the account hold approves of the opt in of any third party campaigns must also be clearly disclosed on any cell phone number submit web page and any PIN code submit web page.	ATT-14
	An internet hyper-link to the terms and conditions must be present on every cell phone submit page and PIN code submit page in the internet order path.	ATT-15
AT&T Confirmation Messages	Upon successful opt-in of service, a confirmation message must be sent to new customer. Confirmation messages sent to AT&T subscribers at minimum must contain:	ATT-16
	Name of product and / or service	ATT-17
	Total price & subscription terms	ATT-18
	Instructions for terminating service (including a generic stop command)	ATT-19
	Any premium subscription alert service must execute an alert to the opted in customer immediately after the customer has opted in. This alert should be a content alert and should be in addition/separate from the confirmation message.	ATT-20
AT&T Opt-out Requirements	◊ Any opt-out request must be instantaneous with the exception of email, which must be processed within 24 hours.	ATT-21
	◊ Subscribers must be able to opt-out by calling one of the following: Connection Aggregator, content provider (company providing content via Connection Aggregator bind), AT&T customer CARE.	ATT-22
	◊ Content Providers must provide AT&T customer service reps with the ability to systematically remove a subscriber from a program – not requiring the customer to take action on their own.	ATT-23
	◊ An MT message confirming the opt-out must be sent to the subscriber - this cannot be a premium message. This message must indicate that the subscriber has not been charged and will not incur further charges or further communications from the subscriber. This message must be non-billable to the subscriber.	ATT-24
Subscription Migration Policy	AT&T has put in place a subscription migration policy that applies to aggregators that have content providers migrating from one aggregator to other(s). This applies directly to content providers that are selling subscription-based services through DirectBill, and intend to change the merchant of record for an existing subscriber base. The also applies to changing subscription based product ID (QVPID) for the existing merchant of record, or	ATT-25

	changing the price point of a subscription offer.	
	Any content providers that wish to migrate their services off of one aggregator and onto a different aggregator must submit their intentions to migrate to both aggregators prior to any submission of migration to AT&T. In addition, a letter of authorization must be submitted to AT&T to confirm the migration.	ATT-26
	There are two high level requirements for migration of a subscription::	ATT-27
	Retain the subscribers' anniversary date of the subscription	ATT-28
	Minimize subscriber confusion	ATT-29
	The DirectBill merchant must be capable of using the DirectBill Subscription and Refund Management API (SRM API).	ATT-30
	Each aggregator should have received a document from AT&T CTO team outlining the step-by-step procedures on migrating an existing customer base. Please refer to that document or request a document with those directions prior to migrating.	ATT-31
	A short code migration request may take up to thirty (30) days from the date the Provider provides the short code Proof of Ownership letter to AT&T. Upon completion of the short code migration, AT&T will communicate the specific migration date to the Provider. The change in Provider billing will take affect on the specific migration date and no Provider billing adjustments/credits will be made on the monthly invoice from AT&T.	ATT-32
	AT&T may also set up maintenance fee(s) for such migrations that occur.	ATT-31.5
Additional Subscription Considerations	All aggregators are required to follow the AT&T subscription policy. This policy states that any synchronous-event based products must be compliant with AT&T subscription API through Qpass. This will allow AT&T to subsequently control the renewals of customer subscription as well as allow AT&T customer service to more efficiently identify and manage off portal subscription campaigns in the case an AT&T customer calls in about the off portal service. Aggregators and content providers should be discouraged in pushing through 'item' charges on a recurring basis to get around the subscription policy.	ATT-33
Program Price Points	AT&T has set a maximum price point for subscription programs. Aggregators must adhere to the approved price point set for their respective programs.	ATT-34
	AT&T reserves the right to change the maximum price point by program type at any time.	ATT-35
Subscription Periods	Subscription programs must be monthly (not daily, weekly, quarterly, annually), unless mutually agreed by AT&T and the Content Provider.	ATT-36
	◊ AT&T does not support daily subscriptions. Daily messages must be prepaid in predefined bundles or charged one monthly fee.	ATT-37
	◊ Program offering daily premium messages must be bought in prepaid buckets or in one monthly subscription.	ATT-38
	◊ The result of a single sign-on process is one single subscription service, and rules apply for each single subscription service	ATT-39
	◊ There must be no minimum subscription period associated to	ATT-40

	programs. Pro-ration is not required if properly disclosed in content providers terms and conditions.	
	◊ Programs offering trial periods must not charge any premium charges until after the trial period has completed and the subscriber has been informed of subscription pricing terms.	ATT-41
	◊ The billing period begins on the day in which the subscriber enrolled. If the AT&T subscriber enrolled on the 17th of a given month, their renewal period will be on the 17th of subsequent months.	ATT-42
	◊ **Service flow and information must not be misleading in any way**.	ATT-43
Termination of Subscription Services	◊ When AT&T provides a phone number that has been removed from service, the content provider must remove this number from all subscriptions and phone number must not incur any more premium charges.	ATT-44
	◊ When a campaign has been designated as 'Completed' any existing customers or subscriptions need to be concluded immediately. Completed campaigns will be prohibited from maintaining an active customer base.	ATT-45
	From time to time AT&T may supply a list of mobile numbers that have been deemed 'deactivated' to the aggregators. This list will be encrypted for security. It will be the responsibility of the aggregator to sort that deactivation list accordingly as to send only the numbers effected per content provider to be removed from any existing subscription services. The aggregator (if able) can also remove these numbers from their systems ahead of the content provider. It is strongly recommended that mobile numbers on this deactivation list are sorted as such that only numbers that are assigned to services per content provider are sent to that respective content provider. Aggregators should NOT be either blindly sending the entire list out to all of their content provider or sending lists of mobile numbers that do not apply to content providers that don't have those mobile numbers included in their subscriptions.	ATT-46
Failed Billing Retry	In the event that a billing attempt is unsuccessful, the content provider is allowed 5 days after the initial attempt to retry billing the customer. After the 5th day, the failed billing attempt must be handled as a permanent bill failure and all retries must be customer initiated by going through the purchase flow again. Additionally, the content provider should keep logs of all MTs and MOs in case a customer attempts to opt into the service again.	ATT-47
General Advertising Policy for AT&T	All material terms and conditions of the program are clearly communicated.	ATT-48
	All requirements for terms and conditions should be located within the T&C's link or the Terms of Service link.	ATT-49
	A Billed to Business (free to end user message) must include the words "free message" within the text of the message and also state standard data (kbs) charges still apply when End Users click on a link in the message or End Users browse from their mobile devices.	ATT-50
	◊ Service Pricing information is clearly and conspicuously indicated.	ATT-51

	◊ All advertising, promotional material, and service Help message clearly display the opt-out information.	ATT-52
	The service is not promoted as "free", "complimentary", "no charge", "without charge", or any other term that reasonably leads the customer to believe that he or she may receive something of value, entirely or in part without a requirement of compensation in any form, or that tends to convey the impression to the customer that the service/plan is "free" when premium fees are associated with the service that the subscriber will pay with a reasonable level of participation in the program. IF the service/plan or any merchandise is included within a plan/service/subscription, then it must be clearly and conspicuously initially represented to the customer pursuant to his or her authorization of billing for a paid subscription plan, the price of the plan, and its term. For example, a free ringtone offer requiring a customer to subscribe to a monthly subscription plan at a cost of $9.99 per month shall say, "Free ringtone with paid monthly subscription of $9.99/month."	ATT-53
	Subscription term and billing interval is specified/disclosed to customer.	ATT-54
	Pricing in advertisements must be summarized to an estimated total monthly cost. (i.e. "$1/day equals $30/mth")	ATT-55
	Notice that the charge will be billed on the customer's wireless phone bill or deducted from their prepaid balance.	ATT-56
	Program advertising or its placement must not be deceiving about the functionality, features, or content of the underlying service.	ATT-57

	Any promotions of ads of any kind must include participating carrier ids and information on handset compatibility.
	  o Programs offering trial periods must make subscriber aware of total cost after trial period in advertisements.
	  o Description of charges must be clear. Must be as prominent as promotional font and must be in close proximity to promo details.
		ATT-58

	Pricing must be clear for each medium the program is promoted:
	  o TV: Must include pricing, terms & conditions and opt-out information with font size as large as promotional font. On air call to action pricing and terms need to be clearly stated, inclusive of both visual and verbal – text size (10 font minimum), placement (prominent), and length of time on air (10 seconds).
	  o Radio: On air call to action pricing and terms need to be clearly stated verbally.
	  o WEB: Must include explicit pricing details, terms s & conditions location and opt-out information on the same page and in close proximity to promotional details. The user must not be required to scroll or click to another page. *This information must be in addition to any terms and conditions provided as a link on the website.*
	  o WAP: Must include pricing, terms s & conditions and opt-out information on the WAP same page as promotional details. The user must not be required to scroll or click to another page. *This information must be in addition to any terms and conditions provided as*
		ATT-59

	a link on the website. o PRINT: Must include sponsor identification, explicit pricing details, terms s & conditions location and opt-out information on the same page and in close proximity to promotional details. *This information must available in the Advertisement.* o SMS: As previously indicated, all pricing, terms s & conditions and opt-out information must be included in the first and all subsequent service messages.	
Stacked and Incentive Marketing	"Stacked Marketing" is an advertising method in which a consumer is presented with an initial offer. Once the user signs up, multiple cross-sell offers are presented (i.e. user signs up for ringtones on short code 12345 and then the user is presented with like offers on short code 23456) within the same user flow. This type of marketing method has a negative consumer experience impact, thus, will not be permitted.	ATT-60
	"Incentive Marketing" is an advertising method in which a consumer is presented with an incentive (i.e. free iPad, IQ Quiz result, love match, etc.) if they sign up for a mobile product/service. If an "incentive" is being offered, then it must be delivered once the user complies with the terms of the agreement. The terms of the agreement must be accepted before the user is billed for the mobile product/service.	ATT-61
Unsolicited Messages (SPAM)	If content provider desires to send promotional material to an AT&T subscriber via sms, the subscriber must consent to receive such promotional materials before any messaging is sent.	ATT-62
	No promotional messages of any kind may be sent to a subscriber after the subscriber has opted out of services.	ATT-63
Unauthorized Charges (CRAM)	Content Providers will not engage in the submission or inclusion of unauthorized charges, including charges that resulted from misleading or deceptive representations for products or services on AT&T subscriber wireless bills.	ATT-64
	AT&T has a zero tolerance for content providers found to be in violation of this policy and will automatically remove violators from the network, at AT&T's sole discretion.	ATT-65
Chat and Social Networks Policy for AT&T	Additional advertising requirements apply specifically for chat services.	ATT-66
	Advertising for chat programs must not imply unapproved content.	ATT-67
	For operator-assisted chat, appropriate disclosure must be made in the advertising and terms and conditions of the program. o Example disclosure wording: This service employs operators who are paid to participate in chat.	ATT-68
	All social networking and chat applications or games, which allow communication between users, will be responsible for all of the safety tools below. AT&T shall provide all best efforts to ensure that content providers are adhering to the following safety guidelines by conducting ongoing audits of social networking and chat applications or games.	ATT-69
	All social networking and chat applications or games are required to have the following:	ATT-70
	An age acknowledgement tool at registration that successfully	ATT-71

	determines if the user's age is appropriate, and blocks access if he or she does not meet the set age requirement
	    o A minimum age of 13 is required for all non-romance themed games and applications
	    o A minimum age of 18 is required for all romance and dating themed games and applications	

	A 'Report Abuse' function must be made easily accessible to the user with clear action provisions outlining how complaints will be responded to	ATT-72
Chat Programs	Chat programs must be clearly identified by including the word "Chat" in the program description and overviews.	ATT-73
	Chat programs must be offered at one of the following price points: • Unlimited chat at a defined price point • Limited chat for a specified amount per month with no overages	ATT-74
	Chat programs with "per-use purchases" are not allowed.	ATT-75
Mobile Quiz Programs	Pricing for mobile quiz subscription services must be clearly disclosed to the customer on both the web and mobile based phone number submit, PIN submit and introduction pages.	ATT-76
	Pricing on phone number and PIN submit pages must the same font size as the submit fields.	ATT-77
	Pricing must be immediately adjacent to the phone number and PIN number submit fields.	ATT-78
Subscription Services Advertising Policy for AT&T	Additional advertising requirements apply specifically for subscription services.	ATT-79

	◊ Promotional material for subscription services must clearly indicate that the service is subscription based. These words must be prominent and highly visible to readers.
	    o Must be as prominent as promotional font and must be in close proximity to promo details.
	    o Subscription services terms of use (i.e. whole cost pricing, opt-out) information must be clearly visible.
	    o Advertisements promoting "FREE" content will receive special attention to ensure subscribers fully understand terms and conditions of service and must adhere to AT&T's general advertising policy.
		ATT-80

	◊ Terms of subscription (Price, duration, opt-out process, etc.) must be listed FIRST in T&Cs section online as well as any other printed material. Price and frequency of subscription must not be buried in T&Cs.	ATT-81
	◊ Opt-out information must be clearly displayed in all advertising and promotion material. Where stop instructions are displayed, the information provided must advertise a generic STOP command, and additionally service specific stop commands – for example "stop polytones" may also be advertised.	ATT-82
Program Change Approvals	Campaigns are approved and provisioned based on specific parameters that were presented to the aggregator and AT&T. If the content provider wishes to run additional programs on a given short code, then each additional program will require	ATT-83

	approval from AT&T. All notifications to AT&T must be provided 10 business days notice prior to change rollout in order for AT&T to properly approve the change request.	
	The following changes require aggregators to submit a request to AT&T:	ATT-84
	Campaign name or content provider brand changes	ATT-85
	Campaign products line up changes (i.e. additional alert programs instituted other than those provisioned)	ATT-86
	New and / or alternative hosts begin offering campaign (i.e. launch of new website offering similar and / or dissimilar products and services on existing campaign or short code.	ATT-87
	Customer care information changes	ATT-88
	Early termination of campaign	ATT-89
	Program changes affecting consumers rights to privacy	ATT-90
	The aggregator is required to summarize the changes and update any changes in the provisioning tool. The campaign cannot implement the requested change until approval is granted.	ATT-91
Inappropriate Content	The use of inappropriate content in SMS campaigns is strictly prohibited. Below describes AT&T's position on inappropriate content. Campaigns that offer inappropriate content may be terminated. *AT&T Reserves the right to classify any material as inappropriate.*	ATT-92
	Wireless Content Guidelines Classification Criteria Mobile content will be classified as Restricted Carrier Content or Generally Accessible Carrier Content based on existing criteria used to rate movies, television shows, music and games. Content is generally considered "Restricted" if it contains any of the following restricted content identifiers:	ATT-93
	Restricted Carrier Content • Intense Profanity • Intense violence • Graphic depiction of sexual activity or sexual behaviors > Nudity • Hate speech • Graphic depiction of illegal drug use Any content that has not been classified as "Restricted Carrier Content" will be considered "Generally Accessible Carrier Content" and will be subject to be available to all consumers.	ATT-94
Profanity	Use of profanity in products that can be exchanged through the use of SMS technology is strictly prohibited. Lyrics, Wallpapers, Song Titles, SMS alerts, and moderated SMS interactive communications containing profanity must be removed. *If a particular piece of content is incomplete without using a profane word, it is permissible to offer this product only after the word have been altered to be less profane (i.e. Sh*t)*	ATT-95
Drug Use	Any reference to the abuse of alcohol, drugs, tobacco or other controlled substances is strictly prohibited. This includes verbal and nonverbal actions in which a person could conclude that promotion of drug use is intended.	ATT-96

Sexual Conduct	Content of adult nature is not allowed. Adult nature includes sexual explicit images and textual communications that are sexual graphic.	ATT-97
	Sexual Explicit Images: - No exposed breast or genitalia either cartoon or real, is permitted to be offered. - No images meant to insight sexual activity may be offered. This includes images depicting any sexual act.	ATT-98
	Textual Communications - Any controlled communications between a campaign and subscriber must not contain content that could be considered sexually explicit. Content directed at encouraging sexual acts or to excite a subscriber in a sexual way is not allowed through SMS premium services.	ATT-99
AT&T Naming Conventions and Product Descriptions (DCBO)	All current AT&T naming conventions and product descriptions can be referenced at the following link: http://developer.att.com/developer/index.jsp?page=goToMarketDetail&id=6.3_v1_5200118	ATT-100
	ALL transactions are now required to be DCBO compliant.	ATT-101
	To ensure compliancy for DCBO: • Description field should no longer include Short Code/Campaign ID/Merchant Name • Price points are <u>not</u> to be contained in description field • Description field provides clear, concise, customer-friendly descriptions for Off-Portal Mobile Purchases & Downloads transactions • Product descriptions should <u>not</u> duplicate a merchant name • Product Descriptions should <u>not</u> be acronyms that are not immediately recognizable (i.e. as BET or MTV would be) • Merchant names should be listed with the merchant's URL whenever possible (i.e. magmic.com)	ATT-102
	DCBO is a vital effort to help give customers a better understanding of what they purchased by providing more accurate details about the services they purchased on their bills. This effort will go along way to help avoid refunds and also aid AT&T customer service in identifying third party services.	ATT-103
	See ATT-EG-01 at end of Provisioning Section	ATT-104
	As a reminder, here is an example of the proper DCBO format for item purchases AND subscription services:	ATT-105
	AT&T does not allow unique short codes to be live under two different binds or connected partners.	ATT-106
	For each Aggregator, AT&T will enable an option that requires each Aggregator to submit valid values for Merchant Name, Short Code and Campaign ID for every purchase. These fields will be required for purchases submitted via the Purchase Web Service (API) and those submitted via Buy Link. – *See ATT-EG-*	ATT-107

AT&T-EG-01

CONTENT_ PROVIDER_ NAME	PRODUCT_ DESCRIPTION	MERCHANT_ NAME	PERIODICI TY	PRICE	SHORT_ CODE	CAMPAIGN_ID
(aggregator name)	Baseball Tone	Mobisports.com	onetime	0.99	12345	98765
(aggregator name)	Weather Alerts	Jims weather.com	Monthly	9.99	98765	12345

ATT-EG-02

Field Name	Data Type	Num. Chars. Allowed by Qpass	Num. Chars. Displayed on Bill	Description	Default Value	Sample Value
merchantName QMERCHANTNAME	ASCII String, cannot be blank	50 chars	First 20 chars	The merchant name presented during advice-of-charge, in purchase history and on the AT&T customer bill.	None	BET TV
short code QSHORTCODE	Positive Integer, cannot be blank	16 digits	First 6 digits	The SMS short code for the product being purchased.	None	12345
campaignid QCAMPAIGNID	Positive Integer, cannot be blank	16 digits	First 5 digits	The AT&T assigned campaign ID for the product being purchased.	None	1234

AT&T Certification & Audits

Section	Standard	MMA Id
Frequency	The AT&T Audit and Monitoring team periodically will perform audits on SMS/MMS/WAP campaigns. Unless information is required for audit of the campaign, the audited companies will not be informed that an audit is taking place.	ATT-AU-01
	A summarized report of all audit results will be communicated. Aggregators will receive a detailed feedback form for all failed audits, which requires an immediate response.	ATT-AU-02
Audit Process	AT&T has an independent division responsible for proactively monitoring existing campaign content, applications, billing and advertising techniques to ensure that campaigns are in compliance with both the Mobile Marketing Association's Consumer Best Practices and the AT&T Customer Experience Policy. Campaigns are critiqued and feedback is provided to aggregators to better the customer experience.	ATT-AU-03
	Periodically, AT&T will request campaign specifics from the campaign aggregator. A two-day turnaround has been allotted for this information request to be filled out and returned to AT&T in entirety. Completed data requests are used by the AT&T Audit and Monitoring Team to execute audits.	ATT-AU-04
	Audits will be conducted at the campaign level. The script associated	ATT-AU-05

	with the audit will test the majority of functionality offered by a campaign. *For more information see the 'Audit Script Overview' section.*	
	AT&T will provide the feedback on the audited campaign to the aggregator. AT&T expects changes to be made in response to the feedback. If, changes are not made and AT&T end customer is at risk, the campaign will be terminated after the allotted change request deadline. Aggregators and/or Content Providers are encouraged to follow up on feedback items if they feel strongly opposed to the change request. Content Provider questions specific to items on the feedback must be sent through the campaign's Aggregator to AT&T.	ATT-AU-06
	After the AT&T and Aggregator proposed change deadline, a follow up validation audit will be executed. The Audit and Monitoring Team will assess each element on the initial feedback report as well as perform another audit. If the campaign is compliant then no further action is required.	ATT-AU-07
	Any new items will be addressed in the next scheduled audit. If the campaign still does not meet AT&T's requirements, AT&T will work with the Aggregator to resolve all outstanding issues. If necessary, AT&T may choose to terminate the service.	ATT-AU-08
Audit Triggers	The AT&T Audit and Monitoring Team will execute audits periodically. Some campaigns and Content Providers will be audited more frequently based on their previous performance. Examples of audit triggers are: ◊ New SMS/MMS/WAP campaigns offered to AT&T subscribers. ◊ Internal requests for audits, such as those resulting from inquiries about a Content Provider's performance. Complaints related to negative customer experience and/or product appropriateness.	ATT-AU-09
Audit Script Overview	Existing campaign content, applications, billing and advertising methods will be audited with a repeatable script to ensure that campaigns are in compliance with both the MMA's Consumer Best Practices and AT&T's Customer Experience Policy. Campaigns will be reviewed and feedback will be provided to the Aggregator to better the customer experience.	ATT-AU-10
	The script provides a consistent method to review Campaigns. Each functional area has a list of requirements derived from the MMA's Consumer Best Practice Guidelines and AT&T's Customer Experience Policy, which must be met. If a campaign does not meet a requirement, then it will fail the audit and be handled as an Escalation.	ATT-AU-11
	The script focuses on the following functional areas: ◊ **Website Functionality**: The script will analyze the Content Provider's website for functionality that is available to the AT&T customer. ◊ **Messaging**: The script will audit a sampling of the messaging content to make sure it follows all guidelines. ◊ **Advertising**: The script will analyze the advertised content that a Content Provider uses to acquire AT&T customers. ◊ **Billing**: The script will analyze the billing detail and presentation as well as terms and condition context. ◊ **Products Offered**: Details pertaining to the type of content that is being offered are gathered in this section.	ATT-AU-12
Auditing Pass/Fail	Each functional area is reviewed independently. Audits will receive an overall Pass/Fail grade. All violations/failures will be handled as	ATT-AU-13

	Escalations and require resolution. *See Audit Issues section.*	
Content Provider Responsiveness	The resolution of failed audits must be communicated the AT&T Audit and Monitoring Team.	ATT-AU-14
Audit Issues	The following items are considered a risk to the SMS industry and AT&T's subscriber base. If they are found in a campaign, the campaign may be terminated at AT&T's discretion.	ATT-AU-15
	High Priority Issues that may result in campaign termination include, but not limited to: ◊ Unsolicited messages sent to AT&T subscribers ◊ Failure to comply with Double Opt in procedures and/or bare minimum message requirements ◊ Opt Out procedures that do not work properly ◊ Campaign pricing that is a violation of AT&T's Customer Experience Policy (i.e. subscription that charges AT&T subscribers weekly) ◊ An intent to deceive AT&T subscribers ◊ Advertising that is intentionally deceptive ◊ Failure to respond to Escalations within the prescribed timeline. ◊ Inappropriate content (i.e. Chat content, Images, Text) ◊ Inappropriate and/or inaccurate billing ◊ Failure to comply with parental controls and/or age validation when warranted ◊ Did not receive product/service ◊ Use of the word "free" or similar language ◊ Florida AG Criteria *AT&T reserves the right to classify any unresolved issue as a high priority item.*	ATT-AU-16
AT&T Branding	AT&T restricts the use of its registered trademarks and branding. All aggregators and content providers that offer services to AT&T customers are to reference available services on their sites and promotional entities as: "AT&T" in plain text. "AT&T" can be presented as such, but no use of logos and or AT&T trademarks are to be used for off-portal services.	ATT-AU-17
	Off-Portal promotions should clearly state that the product/service is being offered by the promoting Content Provider. No reference should imply that AT&T is the provider of the product/service. Content Providers may only state that the product/service can be purchased by AT&T subscribers.	ATT-AU-18
Certification	AT&T will waive certification requirements for Fortune 500 companies at AT&T's sole discretion.	ATT-AU-19
	The AT&T SMS Campaign Certification process is in place to certify campaign compliancy and functionality prior to launching the service into a production environment.	ATT-AU-20
	Aggregators will not promote traffic to new campaigns until notification is received from the AT&T Certification Team that the campaign is certified and ready for customer use. Failure to comply could result in de-provisioning or other penalties. Provider submitted Free To End User Short Codes cannot be used at the same time for Standard Rate and/or Premium campaigns.	ATT-AU-21
	After a campaign is added to the Network, and tables are updated by Billing, the Certification Team will send a notice to the Aggregator	ATT-AU-22

	letting them know that the campaign is in "Program Ready for Approval" status. The Certification Team will not begin testing at this point. Instead, it is expected that the Aggregator and Content Provider will conduct internal testing of the campaign, and will let the Certification Team know when the campaign is ready for Certification testing.	
	After the Aggregator receives a notice that the campaign is available, it will have 40 days to inform the AT&T Certification Team via email that the campaign is ready for Certification. If no response is received within 40 days, then the campaign will be changed to "Completed" status.	ATT-AU-23
	Once the Certification Team receives notification that a campaign is ready for testing, a Certification test will be conducted that is identical to a regular audit.	ATT-AU-24
	The campaign must meet all criteria in order to pass the Certification test.	ATT-AU-25
	If a campaign receives a passing score, the Certification Team will notify the Aggregator via email following the test. At this point, the campaign will be considered certified and ready for consumer use.	ATT-AU-26
	If a campaign receives a failing score, the Certification Team will notify the Aggregator via email following the test. The email will include detailed instructions on what needs to be fixed to obtain a passing score.	ATT-AU-27
	After the Certification Team sends a failure notification, the Aggregator must fix the problems and notify the Certification Team via email that the problems have been fixed. Notification must be received from the Aggregator by Day 53 of the Certification window or the campaign will be changed to "Completed" status.	ATT-AU-28
	If notification is received from the Aggregator by Day 53 of the Certification window, then the Certification Team will re-test the failed campaign.	ATT-AU-29
	If the campaign passes the re-test, the Certification Team will notify the Aggregator via email following the re-test. At this point, the campaign will be considered certified and ready for consumer use.	ATT-AU-30
	If the campaign fails the re-test, the Certification Team will notify the Aggregator via email following the re-test, and the campaign will be changed to "Completed" status.	ATT-AU-31