



**MALAYSIAN COMMUNICATIONS AND
MULTIMEDIA COMMISSION**

DISCUSSION PAPER

**REVIEW OF "THE GUIDELINES ON THE
PROVISION OF MOBILE AND CONTENT
SERVICES" ISSUED BY THE PUBLIC
CELLULER SERVICE PROVIDERS**

28 November 2007

PREFACE

1. The National Policy Objectives for the communications and multimedia industry as outlined in the Communications and Multimedia Act 1998 (CMA98) include the following:
 - 1.1. To regulate for the long-term benefit of the end user; and
 - 1.2. To promote a high level of consumer confidence in service delivery from the industry.
2. The Malaysian Communications and Multimedia Commission ("SKMM") has faced numerous issues and challenges with regards to the provision of mobile content services ("MCS") provided through the short messaging services (sms) platform.
3. Currently, there is a guideline issued by the public cellular service providers to the MCS providers for services provided via the Content Providers Access platform. This guideline is called "The Guidelines for the Provision of Mobile Content and Services".
4. SKMM is proposing to introduce amendments to the regulatory framework that governs the provision of MCS in Malaysia. The current "Guidelines for the Provision of Mobile Content and Services" is to be adapted as an instrument under the CMA98 and ensure better monitoring and enforcement of the MCS.
5. The objectives of the amendments are to protect the consumers' interest, improve the provision of the MCS, to encourage better consumer confidence in MCS and to ensure the growth of the industry.
6. One of the scopes of the amendments to this regulatory framework includes the review the current "Guidelines for the Provision of Mobile Content and Services". This is in view of the numerous development and changes have occurred including new types of service offerings and the use of newer technology that have rendered the existing guidelines inadequate or ambiguous leading to different interpretations.
7. This discussion paper seeks to invite submissions from interested parties on the issues and recommendations made here and written submission should be provided by 12.00 noon, **19 December 2007** to:

MCS Review Guideline Team

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8. The Commission thanks interested parties in advance for their participation in this Public Consultation.

BACKGROUND

9. In addressing the issues faced on the mobile content services, the Public Cellular Service (PCS) providers i.e. Malaysian Mobile Services Sdn Bhd (Maxis), DiGi Telecommunications Sdn Bhd and Celcom (M) Bhd, introduced an Industry Guideline called "Guidelines on the Provision of Subscription Services for Mobile Content and Services" for the Content Providers (CPs) who provide their mobile and content services using the 3-series short codes. It was issued on 15 July 2005 and came into effect on 15 August 2005.
10. This Guideline regulates the provision of subscription based services for Mobile Content and Services offered via the Content Provider Access (CPA) platform.
11. This Guideline is set out to provide the CPs a guidance as to what constitute good practices in the provision of mobile content services and to protect mobile customers' interests by means of providing sufficient information that will enable them to make an informed decision on the purchase/subscription of mobile content services.
12. The provisions of the Guidelines include:
 - 12.1. Registration Request and Subscription Service;
 - 12.2. Universal Keywords eg STOP, REGISTER etc;
 - 12.3. Guidelines on CPs Advertisements and Communication of its Products and/or Services; and
 - 12.4. Additional company specific guidelines.
13. However, mobile content issues keep increasing and the PCS providers together with SKMM reviewed the Guidelines to tighten the provisions of the mobile content services.
14. The revised Guidelines were issued on 9th June 2006 and came into effect on 1st July 2007.

PROPOSED AMENDMENTS TO THE GUIDELINES

15. In view of the current situation and development, SKMM view that it is necessary to amend the Guidelines. The followings are the major amendments to the Guidelines:

15.1. Affected Party

15.1.1. The current guideline is only imposed to CPs and not to the PCS providers who are also providing content services.

15.1.2. It is proposed that PCS providers are also subjected to this Guidelines.

Current	Propose Amendment
1.1 This Guideline regulates the provision of subscription based services for Mobile Content and Services offered via the Content Provider Access ("CPA") Platform	1.1 This Guideline on the Provision of Mobile Content Services ("the Guidelines") regulates the provision of Mobile Content Services (MCS) provided by all MCS providers holding the Application Service Provider (ASP) Class licence issued by the Malaysian Communications and Multimedia Commission (SKMM).

15.2. Double confirmation and deduction alerts

15.2.1. The above provision is included in section 3.2 and 3.3 in the revised Guidelines for the main purpose to address fake transaction issue. It is also to ensure customers are aware (inform via sms notification) of any charge to be imposed before receiving any chargeable transaction.

15.3. Requirement to send reminder and renewal notice for Content-Based subscription service and limit the subscription period to 2 weeks (section 4.7).

15.4. Automatic termination for Time-Based subscription service upon expiry (Section 4.6).

15.5. Improve the provision for termination of subscription service (Section 6).

15.6. Authenticity of Transaction (Section 19.1)

15.7. Prohibition of Masking of Short code (Section 19.2).

15.8. Termination of Mobile Subscriber Number (Section 19.3).

15.9. Confidentiality of Information (Section 19.4).

15.10. In-active Subscriber (Section 19.5).

- 15.11. Record Keeping (Section 19.6).
- 15.12. Principles of Price Setting (Section 19.7)
- 15.13. Prohibition of Indecent and Obscene Content (Section 19.8).
- 15.14. Charging of MCS – No charge shall be levied on services which are not complying with the Guidelines (Section 19.9).

THE PROPOSED REVISED GUIDELINES

- 16. The full version of the revised Guidelines is as per Attachment 1.

GUIDELINES ON THE PROVISION OF MOBILE CONTENT SERVICES

Issued on: ddmmyy

Effective from: ddmmyy

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GUIDELINES ON THE PROVISION OF MOBILE CONTENT SERVICES

1 Introduction

- 1.1 This Guideline on the Provision of Mobile Content Services ("the Guidelines") regulates the provision of Mobile Content Services (MCS) provided by all MCS providers holding the Application Service Provider (ASP) Class licence issued by the Malaysian Communications and Multimedia Commission (SKMM).
- 1.2 These Guidelines sets out the requirement for the provision of all MCS to protect mobile customers' interests by the provision of sufficient information that will enable customers to make informed decisions on the purchase or subscription of MCS.
- 1.3 Interpretation of these Guidelines shall be guided by the interests of both mobile customers and MCS Providers, towards achieving a healthy and competitive industry. MCS Providers are required to comply with the provisions of the Guidelines, both in substance and in form.
- 1.4 These Guidelines replace the Guidelines on the Provision of Mobile Content and Services issued on 9th June 2006 and shall be effective from DDMMYY.
- 1.5 MCS Providers shall ensure that their service(s) shall comply with all provisions in these Guidelines from DDMMYY save for promotions transmitted over the television or the radio or print advertisements appearing in periodic magazines, of which shall be compliant with the relevant provisions in Section 9 of these Guidelines, from DDMMYY.

2 Definitions

Mobile Content Service	The service of which is provided to the mobile customers through the Public Cellular Service Provider which offer content, may either in the form of, including but not limited to, information, data, music or ringtones, graphic, image or pictures and games, through services such as subscription-based services, information on demand services, chat services and contest services.
Mobile Content Service Provider	Any person or company holding the ASP(Class) licence issued by SKMM who provides mobile content services.
Public Cellular Service	An application service involving a network of base stations or cells for the delivery of voice and data communications.

Public Cellular Service Provider	Any person or company who provides public cellular service.
Registration Keywords	The keyword which shall be used to register of subscription service, ie DAFTAR, ON, REG or REGISTER
Termination Keywords	The keyword which shall be used to terminate a subscription service, ie BATAL, BATAL SEMUA, STOP and STOP ALL.
Confirmation Keywords	The keyword which shall be used to confirm a purchase or registration request before sending any chargeable content or SMS.
Information Keywords	The keyword which shall be sued to request for information on the MCS provider, ie. HELP and BANTUAN.
Service Keywords	The keywords used by MCS provider for the services offered to the mobile customers.

3 Purchase or Request for MCS

- 3.1 All purchase or request for MCS shall always be initiated by the mobile customer. The MCS Providers shall not automatically subscribe a purchaser of a mobile content to a Subscription Service, upon purchase of content.
- 3.2 MCS provider shall request for a confirmation of purchase or confirmation of registration request from the mobile customer before sending any chargeable content or SMS. The Confirmation Keywords to be used for this confirmation of purchase of registration shall be only "YA" or "YES". Message to request for confirmation before a chargeable content shall be:

Bahasa Melayu	English
<p>Msj percuma. Anda telah menghantar pesanan <text sent> to 3xxxx. Untuk terima, htr YA ke 3xxxx</p> <p>Example Msj percuma. Anda telah menghantar pesanan ON HOROSCOPE ke 3xxxx. Untuk terima, htr YA ke 3xxxx</p>	<p>Free msg. You hv sent <text sent> to 3xxxx. To proceed, send YES to 3xxxx</p> <p>Example Free msg. You hv sent ON HOROSCOPE to 3xxxx. To proceed, send YES to 3xxxx</p>

- 3.3 MCS provider shall send a sms notification to mobile customers immediately after each chargeable transaction is completed. This sms notification is to ensure the mobile customers are aware that they have just be charged or their credit has just been deducted for the earlier transaction. Message to notify the charging or deduction of credit shall be:

Bahasa Melayu	English
<p>Msj percuma. Anda telah dikenakan caj sebnyk <RMx.xx> utk pesanan/langganan tadi</p> <p>Example Msj percuma. Anda telah dikenakan caj sebnyk RM5.00 utk pesanan/langganan tadi</p>	<p>Free msg. You hv been charged <RMx.xx> for the previous request/subsription</p> <p>Example Free msg. You hv been charged RM5.00 for the previous request/subsription</p>

4 Subscription Service

- 4.1 A request to register for a Subscription Service shall be a request which stands apart from all other requests. For example, the registration for a Subscription Service request shall not be combined with a request to purchase a content regardless of whether the content is charged or free.
- 4.2 The keywords used for registration for a Subscription Service, refer to as "Registration Keyword", shall be reflective of the fact that the mobile customer is registering his mobile telephone number for the Subscription Service. The Registration Keywords to be used for registration for a Subscription Service, whether it be a Content-Based Subscription or a Time-Based Subscription, shall be "REGISTER" or "REG" or "ON" or "DAFTAR", must be placed at the beginning of the request, followed by a word(s) to describe the service (if applicable), refer to as "Service Keyword". For example to subscribe to a horoscope service, the registration request may be "REGISTER HOROSCOPE". Registration Keyword must not be case sensitive.

4.3 A Subscription Service is EITHER :-

4.3.1 "Content-Based Subscription" where:

- a. the subscriber agrees to receive chargeable content on a regular basis;
- b. the subscription does not give its subscribers a preferential or differential treatment in terms of the price paid for the content; and
- c. the subscription does not attract payment of a subscription fee, whether a one-time or on a recurring basis.

OR

4.3.2 "Time-Based Subscription" where:

- a. the subscriber is given a preferential or differential treatment in terms of the price paid for the content; and
- b. the Subscription Service may or may not attract payment of a one-time or a recurring subscription fee.

4.4 When a mobile customer requests to register for a Subscription Service, MCS Providers shall as part of the response message for successful registration, inform the mobile customer:-

- 4.4.1 That the registration for the Subscription Service request is either free of charge or has a fee attached;
- 4.4.2 That the registration for a Subscription Service request has been successfully processed;
- 4.4.3 The price of the content which will be charged to the subscriber when the content is sent to the subscriber;
- 4.4.4 The exact number of chargeable message(s) or content that will be sent to the subscriber over a specified period, unless it is not possible to do so, where an indicative number must be stated;
- 4.4.5 The date of expiry of the Subscription for Time-Based subscription;
- 4.4.6 The date of renewal of the Subscription for Content-Based subscription;
- 4.4.7 The steps on how to cancel or terminate the Subscription Service.

The requirements of this sub-section are further elaborated in sub-section 4.5 below.

4.5 Response Message for Successful Registration for a Subscription Service

The response message for registration for a Time-Based Subscription Service requests shall comply with the formats outlined below. Information contained within "<" and ">" may be varied in accordance to the requirements of the service being registered for by the mobile customer. All the other information not contained within "<" and ">" is mandatory information.

4.5.1 Response Message for a No Fee Time-Based Subscription Service

Bahasa Melayu	English
<p>Msj percuma. Daftar diterima. Tiada yuran daftar. Harga: <RM0.50/SMS>. <3 SMS/minggu>. Tarikh tamat < dd/mm/yy >. Utk hentikan, htr BATAL ke <3xxxx>.</p> <p>Example</p> <p>Msj percuma. Daftar diterima. Tiada yuran daftar. Harga: RM0.50/SMS. 3 SMS/minggu. Tarikh tamat 22/08/06. Utk hentikan, htr BATAL ke 3xxxx.</p>	<p>Free msg. Successful Registration. No subscriptn fee. Price: <RM0.50/SMS>. <3 SMS/week>. Expire <dd/mm/yy>. To cancel, send STOP to <3xxxx>.</p> <p>Example</p> <p>Free msg. Successful Registration. No subscriptn fee. Price: RM0.50/SMS. 3SMS/week. Expire 22/08/06. To cancel, send STOP to 3xxxx.</p>

4.5.2 Response Message for a Time-Based Subscription Service Attracting Subscription Fee

Bahasa Melayu	English
<p>Msj ini <RM5.00>. Daftar diterima. Yuran: <RM5.00/minggu>. Harga: <RM0.50-RM10.00/kandungan>. Tarikh tamat < dd/mm/yy >. Utk hentikan, htr BATAL ke <3xxxx>.</p> <p>Example :</p> <p>Msj ini RM5.00. Daftar diterima. Yuran: RM5.00/minggu. Harga: RM0.50/kandungan. Tarikh tamat 22/08/06. Utk hentikan, htr BATAL ke 3xxxx.</p>	<p>This msg <RM5.00>. Successful registration. Fee: <RM5.00/week>. Price: <RM0.50-10.00/download>. Expire < dd/mm/yy >. To cancel, send STOP to <3xxxx>.</p> <p>Example</p> <p>This msg RM5.00. Successful registration. Fee: RM5.00/week. Price: RM0.50/download. Expire 22/08/06. To cancel, send STOP to 3xxxx.</p>

4.5.3 Response Message for a Content-Based Subscription Service

Bahasa Melayu	English
<p>Msj percuma. Daftar diterima. Tiada yuran daftar. Harga: <RM0.50/gol>. Tarikh pembaharuan < dd/mm/yy >. Utk hentikan, htr BATAL ke <3xxxx>.</p> <p>Example :</p> <p>Msj percuma. Daftar diterima. Tiada yuran daftar. Harga: RM0.50/gol. Tarikh pembaharuan 22/08/06. Utk hentikan, htr BATAL ke 3xxxx.</p>	<p>Free msg. Successful registration. No subscrip^{tn} fee. Price: <RM0.50/goal>. Renewal on < dd/mm/yy >. To cancel, send STOP to <3xxxx>.</p> <p>Example</p> <p>Free msg. Successful registration. No registrant fee. Price: RM0.50/goal. Renewal on 22/08/06. To cancel, send STOP to 3xxxx.</p>

4.6 TIME-BASED SUBSCRIPTION

4.6.1 The Time-Based Subscription period shall be either a one (1) week or a one (1) month period.

4.6.2 The Maximum Subscription Fee for a Time-Based Subscription which charges a recurring subscription fee shall either be:-

- a. Ringgit Malaysia Five Only (RM5.00) per week for a one (1) week subscription;
- or
- b. Ringgit Malaysia Ten Only (RM10.00) per month for a one (1) month subscription.

- 4.6.3 The Maximum Subscription Fee does not include the price charged for purchase of content.
 - 4.6.4 Payment for the subscription fee shall be charged in one (1) payment – i.e. one (1) Mobile Terminating (“MT”) message.
 - 4.6.5 The subscriber shall be allowed to terminate the subscription at any time before the end of the subscription period, without having to incur any other charge(s), save for the cost of receiving the successful termination message from the MCS Providers as outlined in section 6.
 - 4.6.6 At the end of the subscription period, the Time-Based Subscription service shall be terminated immediately and notification of termination shall be sent to the mobile customer.
 - 4.6.7 Should the mobile customer wishes to continue subscribing to the service, a request to register for the subscription service shall be initiated by the mobile customer following the process as explained in these Guidelines.
- 4.7 CONTENT-BASED SUBSCRIPTION
- 4.7.1 The Content-Based Subscription period shall be a maximum of two (2) weeks.
 - 4.7.2 Renewal of a Content-Based Subscription shall be allowed only if:-
 - a. A renewal of subscription reminder is sent to the mobile customer at the maximum forty-eight (48) hours and at the minimum, twenty-four (24) hours prior to the sending of the renewal of subscription confirmation MT message;
 - b. The renewal of subscription reminder message is sent between 08:00 hours and 19:00 hours;
 - c. Mobile customer did not respond to the renewal of subscription reminder for the terminating the subscription;
 - d. The renewal of subscription reminder message(s) is sent at no cost to the mobile customer;
 - e. It is clearly stated in the renewal of subscription reminder message that the message is a free-of-charge message; and
 - f. The MCS Providers shall as part of renewal of subscription reminder message inform the subscriber :
 - i. That the renewal of subscription reminder is sent to the subscriber at no cost to the subscriber;
 - ii. The price of the content which will be charged to the subscriber when the content is sent to the subscriber;

- iii. The exact number of chargeable message(s) or content that will be sent to the subscriber over a specified period, unless it is not possible to do so, where an indicative number must be stated;
- iv. The date of the auto-renewal of the Content-Based Subscription; and
- v. The steps on how to cancel or terminate the Content-Based Subscription service.

The requirements of this sub-section are further elaborated in sub-section 4.7.3 below.

4.7.3 Message for Renewal Reminder of Content-Based Subscription

Information contained within "<" and ">" may be varied in accordance to the requirements of the service being registered for by the mobile customer. All the other information not contained within "<" and ">" is mandatory information. Message for Renewal of Content-Based Subscription Reminders:

Bahasa Melayu	English
<p>Msj percuma. Notis pembaharuan. Tiada yuran daftar. Harga: <RM0.50/SMS>. <3 SMS/minggu>. Auto pembaharuan <dd/mm/yy> kecuali henti. Utk henti, htr BATAL ke <3xxxx>.</p>	<p>Free msg. Subscriptn Reminder. No subscriptn fee. Price: <RM0.50/SMS>. <3 SMS/week>. Auto renewal < dd/mm/yy > unless cancelled. To cancel, send STOP to <3xxxx>.</p>
<p>Example</p> <p>Msj percuma. Notis pembaharuan. Tiada yuran daftar. Harga: RM0.50/SMS. 3 SMS/minggu. Auto pembaharuan 22/08/06 kecuali henti. Utk henti, htr BATAL ke 3xxxx.</p>	<p>Example</p> <p>Free msg. Subscriptn Reminder. No subscriptn fee. Price: RM0.50/SMS. 3 SMS/week. Auto renewal 22/08/06 unless cancelled. To cancel, send STOP to 3xxxx.</p>

4.7.4 Renewal of Content-Based Subscription will not be allowed if the mobile customer responds to the renewal of the Content-Based Subscription reminder message by sending to the MCS Providers the Termination Keyword. When a MCS Providers receives a Termination

Keyword, then the MCS Providers shall respond in accordance with the guidelines as set out under section 6 below.

5 Price Information In Text Message

- 5.1 MCS Providers shall include price information at the beginning of each SMS text message, whether it is delivering a chargeable content to a mobile customer or when sending an SMS text message which is sent at no cost to the mobile customer.
- 5.2 Price information shall be denoted using the official abbreviation for the Malaysian currency, that is "RM" for Ringgit Malaysia or "sen", as applicable.
- 5.3 MCS Providers shall use either "This msg free" or "Free msg" or "RM0.00" or "Msj ini percuma" or "Msj percuma" at the beginning of the SMS text message to denote the fact that the message is a free-of-charge message. This applies also to marketing messages.
- 5.4 Where it is not possible to insert price information, such as where the content being sent is in binary format, then it is acceptable that the content be sent without price information. However, the MCS Provider is required to send a text message to inform the customer on the charge of the binary content delivered or sent to the customers, as per required in section 3.3 above.
- 5.5 Where the link for the content is sent out, the MCS Provider must display the price of the content at the beginning of the WAP Push message.

6 Termination of Subscription Service

- 6.1 The MCS providers shall accept these keywords to stop or terminate the subscription service: "STOP", "STOP ALL", "BATALL" and "BATALL SEMUA". These keywords are referred to as Termination Keyword and must be placed at the beginning of the request, and may be followed by Service Keyword. For example to terminate a horoscope service, the termination request may be "STOP HOROSCOPE". Termination Keyword must not be case sensitive.
- 6.2 The followings shall be the provision for terminating a subscription service:
 - 6.2.1 Once a "STOP ALL" or "BATALL SEMUA" request is received by a MCS Providers, the MCS Providers shall IMMEDIATELY, without further ado, cancel or terminate all services provided through a short code which the Termination Keyword is sent to, regardless of the fact that one short code may be used to provide more than one type of service or that the short code is used to aggregate content for more than one company;
 - 6.2.2 In the event where a mobile customer is only subscribing to one service from a particular short code:
 - a. Upon receipt of "STOP" and "BATALL" for the mobile customer, MCS providers shall IMMEDIATELY, without further ado, terminate the service subscribed by the mobile customer;

- b. Upon receipt of "STOP" or "BATAL" followed by the Service Keyword, MCS providers shall IMMEDIATELY, without further ado, terminate the service subscribed by the mobile customer.
- c. In the event the Service Keyword is not recognized by the MCS providers, the MCS providers shall either immediately terminate the service subscribed by the mobile customer or respond to the mobile customer or subscriber providing the following information :-
 - i. The Service Keyword subscribed by the mobile customer or subscriber;
 - ii. The instruction to terminate the subscribed service;
 - iii. The MCS Providers, customer service telephone number or email address; and
 - iv. That the message has been sent to the mobile customer at no cost to the mobile customer.

6.2.3 In the event where a mobile customer is subscribing to more than one services from a particular short code,

- a. upon receipt of "STOP" or "BATAL", MCS providers shall either immediately terminate all services subscribed by the mobile customer or respond to the mobile customer or subscriber providing the following information:-
 - i. A list of Service Keyword subscribed by the mobile customer or subscriber;
 - ii. The instruction to terminate the subscribed services including, the Termination Keyword(s) "STOP ALL" and/or "BATAL SEMUA" and "OUT" (Note : "OUT" being the keyword for request to stop future marketing messages as outlined in Clause 11.4);
 - iii. The MCS Providers' customer service telephone number or email address; and
 - iv. That the message has been sent to the mobile customer at no cost to the mobile customer.
- b. upon receipt of "STOP" or "BATAL" followed by a Service Keyword, MCS providers shall IMMEDIATELY, without further ado, terminate the corresponding subscription as specified by the mobile customer
- c. In the event the Service Keyword is not recognized by the MCS providers, the MCS providers shall either immediately terminate all services subscribed by the mobile customer or respond to

the mobile customer or subscriber providing the following information :-

- i. A list of Service Keyword subscribed by the mobile customer or subscriber;
- ii. The instruction to terminate the subscribed services including, the Termination Keyword(s) "STOP ALL" and/or "BATAL SEMUA" and "OUT" (Note : "OUT" being the keyword for request to stop future marketing messages as outlined in Clause 11.4);
- iii. The MCS Providers' customer service telephone number or email address; and
- iv. That the message has been sent to the mobile customer at no cost to the mobile customer.

6.3 Upon receipt of the termination request from a mobile customer or subscriber that resulted in customer no longer have any active subscription with that particular short code, it shall also mean that the mobile customer shall no longer receive any marketing message from that particular short code after the expiry of thirty (30) days from the day the termination request was received.

6.4 With reference to sub-section 6.2.3 (a) and 6.2.3 (c);

6.4.1 "STOP ALL" and/or "BATAL SEMUA" shall be positioned in the SMS text message as the first keyword(s) to appear after the words "Free msg" or "Msg percuma". In the event more than one SMS text message is required in order to send all the keywords, then "STOP ALL" and/or "BATAL SEMUA" shall be the first keyword(s) to appear on the first SMS text message.

6.4.2 The words "STOP" or "BATAL" shall appear before the word representing the service(s) subscribed to by the mobile customer in order that it is clear to the mobile customer that the words, read together, represents the termination instruction(s) for a particular service. For example, if the mobile customer has subscriptions to horoscope and football results on one short code, then the response message to a request for "STOP" or "BATAL" shall be "Free msg. Key in STOP ALL to cancel all services or STOP HOROSCOPE to cancel daily horoscope or STOP FOOTBALL to cancel football results. Send to 3xxxx.";

6.5 Message for Termination of a Subscription Service

The message for termination of a subscription service shall comply with the formats outlined below and shall be sent at no cost to the mobile customer. Information contained within "<" and ">" may be varied in accordance to the requirements of the service being terminated for by the mobile customer. All the other information not contained within "<" and ">" is mandatory information.

Bahasa Melayu	English
<Msj ini percuma>. Langganan anda untuk <keputusan Liga Premier Inggeris> telah ditamatkan. Terimakasih kerana melangani perkhidmatan ini.	<Free msg>. Your subscription to <English Premier League results has> been terminated. Thank you for your patronage.
<p>Example</p> <p>Msj ini percuma. Langganan anda untuk keputusan Liga Premier Inggeris telah ditamatkan. Terimakasih kerana melangani perkhidmatan ini.</p> <p>(131 characters)</p>	<p>Example</p> <p>Free msg. Your subscription to English Premier League results has been terminated. Thank you for your patronage.</p> <p>(111 characters)</p>

- 6.6 The MCS Providers shall at all time immediately terminate subscription service(s) subscribed by the mobile customer if the mobile customer has requested for termination of subscription through, including but not limited to, telephone, letter, fax and email.
- 6.7. The MCS Providers shall at all times make available information for the termination of subscription services.

7 Information Keywords

- 7.1 Information keywords referred to in these Guidelines are "HELP" and "BANTUAN".
- 7.2 MCS Providers shall respond to the keywords "HELP" and "BANTUAN" by providing to the mobile customers:-
- 7.2.1 the termination keyword for termination of a subscription service;
 - 7.2.2 the termination keyword for instruction to stop receiving marketing messages (if the MCS Providers as part of its marketing activities do send out SMS text marketing message(s));
 - 7.2.3 the MCS Providers' company name; and
 - 7.2.4 the MCS Providers' fixed line customer service telephone number.
- 7.3 The MCS Providers may also include other pertinent information such as keywords for subscription to its service, as part of the "HELP" and "BANTUAN" response message.

Bahasa Melayu	English
Msj percuma. Utk hentikan servis, htr BATAL ke 3xxxx. Utk hentikan promosi, htr KELUAR ke 3xxxx. Tel: 03-12345678 (9pg-5ptg, Isnin-Jumaat). ABC Sdn Bhd	Free msg. To cancel service, send STOP to 3xxxx. To stop promotions, send OUT to 3xxxx. Customer Service 03-12345678 (9am-5pm, Mon-Fri). ABC Sdn Bhd

8 Unrecognised or Invalid Request

- 8.1 For any other unrecognized or invalid request received by the MCS Providers, the MCS Providers shall respond to the mobile customer or subscriber providing the following information:-
- 8.1.1 The list of recognised keywords including keywords used to cancel or to terminate a subscription service;
 - 8.1.2 The MCS Providers' customer service telephone number or email address; and
 - 8.1.3 That the message has been sent to the mobile customer at no cost to the mobile customer.

9 Guidelines on MCS Providers' Promotions of its Products and/or Services

- 9.1 Subscription Services
- 9.1.1 MCS Providers shall explain clearly in its promotional materials the steps on how to register for a Subscription Service and/or to purchase the content/services.
- 9.2 Price Information in Promotional Materials
- 9.2.1 MCS Providers shall state clearly in all promotional materials the price or fees of the product/service being promoted and the applicable dates.
 - 9.2.2 MCS Providers shall not imply that one price applies to all content unless all content advertised is sold at the same price. This means that use of words indicating that the price advertised is the lowest price but that a range of other prices also applies, including but not limited to use of words such as "from", "dari" and "hanya dari", shall be deemed contrary to the provision of the Guidelines.
 - 9.2.3 MCS Providers shall not superimpose nor prominently display one price unless all content advertised is sold at the same price.
 - 9.2.4 Price charged for processing requests for Universal Keywords must be advertised.
 - 9.2.5 Price information shall be easily legible, prominent and presented in a way which does not require close examination by the potential customer.
 - 9.2.6 Where the promotion is transmitted via the television, the price information shall be made available in the same screen as the short code and shall be clearly displayed.

- 9.2.7 Where the promotion is transmitted via the radio, the promotion should include a website which enables listeners to access pricing information. If there is no website with such terms and conditions then the announcement of such information must be made on air during the radio advertisements.
- 9.2.8 In creating advertisements, the MCS Providers shall be guided by:-
- a. Whether the overall effect of the advertisement on a potential customer/subscriber is such that he is able to pick out the salient terms without having to subject the advertisement to close examination; and
 - b. Whether the information contained in the advertisement is sufficient for the potential customer and/or subscriber to make an informed decision.
- 9.2.9 Price information shall be denoted using the official abbreviation for the Malaysian currency, that is, "RM" for Ringgit Malaysia or "sen", as applicable.
- 9.3 Termination of Subscription
- 9.3.1 MCS Providers shall include as part of its promotional materials, save for radio advertisement, the various ways a mobile customer may cancel or terminate the subscription service.
- 9.4 General
- 9.4.1 Information pertinent to the service and/or product, such as methods to register for the service, price of the product and any terms and conditions which are adverse to the mobile customers shall be advertised and this information shall be printed in a size large enough to be easily read.
- 9.4.2 MCS Providers who provide service(s) in which one request from the customer results in more than one chargeable message, shall clearly inform their potential customers in the promotional materials and if applicable, in the successful registration message :-
- a. the frequency of the charges; and
 - b. the maximum charge which will be charged during a specified period.
- 9.4.3 MCS Providers shall advertise the universal keywords "STOP" or "BATAL" and "HELP" or "BANTUAN", where it pertains to an advertisement in the print media.
- 9.4.4 Language used, especially where it relates to the nature of service or price of content shall be clear, precise and easily understood.

- 9.4.5 The MCS Provider must ensure its full company name shall form part of the advertisement on television and print. For advertisements on television, brandnames may be used in lieu of company names only if such names are generally associated with the MCS Provider or publicly recognised as a service provided by the MCS Provider. The MCS Providers may choose to use the words "powered by" or "service provided by" to appear before the company name. For radio advertising, details of the company will be listed on the website for the service which will be announced on air. If there is no website then the announcement of such information shall be made on air during the radio advertisements.
- 9.4.6 MCS Providers' fixed line customer service telephone number, the hours that this telephone number is attended to and all other channels that mobile customers are able to send in their complaints (see Clause 15.3), shall also form part of the advertisement, where it pertains to an advertisement in the print media.
- 9.4.7 MCS Providers shall include as part of their promotional material(s), the statement that mobile customers would incur mobile operator's network charges when using mobile content and services. The MCS Providers may use the phrase "normal mobile operators' network charges apply".

10 Change of Short Code

- 10.1 The MCS Providers shall notify mobile network operators at least ten (10) working days prior to the commencement of a service on a short code ("New Short Code"), which will be used to deliver service(s) to mobile customers which were not procured directly from the advertisement, promotion and/or use of the New Short Code.
- 10.2 MCS Providers shall, prior to notifying the PCS providers, undertake to ensure that it has within its plan to inform all the affected mobile customers, at no cost to the mobile customers, of the following :
- 10.2.1 That from a pre-determined date, the service shall no longer to be provided on the Old Short Code;
- 10.2.2 That the mobile customers shall re-register for the service should they wish to continue enjoying the service, using one of the four mandatory registration for Subscription Service keywords;
- 10.2.3 That the mobile customers' subscriptions shall be automatically terminated in the event they do not send a registration request to the New Short Code.; and
- 10.2.4 That in the event the mobile customer re-registers to be a subscriber, the service will continue to be provided by the same PCS Providers which previously provided the service on a different short code (the "Old Short Code").

- 10.3 MCS providers shall not transfer its subscribers registered for subscription service(s) to another MCS providers.

11 Marketing Messages via SMS

- 11.1 For a mobile customer who purchased from a MCS Providers as a one-time purchaser, the MCS Providers may send SMS text marketing message(s) to this mobile customer only if the date of last access by the mobile customer to the MCS Provider's mobile content service is thirty (30) days or fewer, from date of the SMS text marketing message.
- 11.2 Subject to sub-section 11.4 below, the MCS Providers may send SMS text marketing message(s) to a mobile customer who is a subscriber to one (1) or more subscription service(s) provided by the MCS Providers, so long as there is at least one (1) active subscription. The "STOP", "STOP ALL", "BATAL" and "BATAL SEMUA" keywords when received by a MCS Provider as instruction to terminate a subscription service shall also stop future SMS text marketing messages(s) from being sent to the mobile customer after the end of a thirty (30) day period in the event that terminating that subscription service means that the mobile customer no longer has any active subscription with the MCS Provider.
- 11.3 A MCS Provider may, at the end of the thirty (30) day period provided in sub-sections 11.1 and 11.2 above, procure an express consent from the mobile customer, a consent which shall be sent through the PCS Provider, in order to extend the period for another thirty (30) days during which the MCS Provider may continue to send to the mobile customer marketing message(s). No extension shall be allowed beyond this sixty (60) day period.
- 11.4 When a mobile customer who is a subscriber to a MCS Provider's Subscription Service, sends an "OUT" or "KELUAR" to the MCS Provider, the MCS Provider shall immediately cease sending out any further SMS text marketing message(s) to this subscriber even if the mobile customer has an active subscription.
- 11.5 All marketing messages sent to the mobile customers must be sent at no cost to the subscribers.
- 11.6 All marketing messages sent out shall be subject to Section 5.
- 11.7 If the marketing message is a message which solicits purchase, subscription or any other instances where the recipient of the message is encouraged to pay for the content/service, then the relevant price(s) shall be provided in the marketing message itself.
- 11.8 The MCS Provider shall include as part of the marketing message the MCS Provider's company name.

- 11.9 The MCS Provider's system shall at the minimum accept either the keyword "OUT" or "KELUAR" sent in by the mobile customer to a 3 series short code, as the keyword instructing the MCS Provider that no further marketing messages shall be sent to the mobile customer.

12 Suspension and Re-activation Process

- 12.1 Any non-compliances with these Guidelines may result in the exploitation, manipulation or mistreatment of the mobile consumers. It is essential that any non-compliances are controlled to ensure mobile customers are not continually being exploited, manipulated or mistreated.
- 12.2 Subject to sub-section 12.4 below, when a MCS Provider is found to have breached a provision of the Guidelines, the PCS Provider shall inform the breach(es) to the MCS provider and the MCS provider shall be given a twenty-four (24) hour period to explain the breach or if the end of the twenty-four period falls on a non-working day, then the matter shall be dealt with on the next working day. All processes following this notice of breach are as provided in the flowchart in **Appendix 1.**
- 12.3 Re-activation of a connection will be carried out on a normal working day and during business hours. If the day of re-activation falls on a non-working day, then the short code affected will be reactivated on the next working day.
- 12.4 Notwithstanding sub-section 12.2 above, upon investigation, where a MCS Provider has:
- 12.4.1 breached the provisions of the Guidelines on renewal of Content-Based Subscription or termination of a Subscription Service, then the mobile network operators shall suspend that particular short code assigned to the MCS Provider until advised otherwise by the Malaysian Communication and Multimedia Commission (the "MCMC"); or
 - 12.4.2 illegally sent out charged message(s), then the mobile network operators shall suspend all the short codes assigned to the MCS Provider until advised otherwise by the MCMC.
- 12.5 Once a short code has been suspended due to non-compliance(s) to the Guidelines, Information pertaining to such non-compliance(s) shall be made available to the other PCS provider, who shall, upon receipt of the notification and relying on the authority given by MCMC via letter (dated 16 June 2006, Ref. No.: MCMC/MED/CPD/SMS/2006.2/001), suspend the affected short code(s) without further investigation within one (1) working day. The length of time the short code(s) will remain suspended shall be in accordance with sub-section 12.4 above.
- 12.6 Information pertaining to a breach of the Guidelines shall also be made available to the MCMC. The MCMC shall review and evaluate the information provided to it by the telcos to determine whether or not further action(s) need to be taken against a non-compliant MCS Provider.

- 12.7 MCS Providers are not allowed to apply for any new short code during the suspension period.
- 12.8 Any MCS provider who fails to rectify a breach after being informed by the PCS provider under sub-section 12.2 shall be suspended for a minimum period of one (1) week.
- 12.9 The MCS provider who wrongly rectifies or fails to rectify as claimed shall be suspended for a minimum period of two (2) weeks.
- 12.10 If the MCS Provider has been suspended for a minimum of 90 days, the MCS Provider have to notify the customers to re-register for the service if they wish to continue with the service.

13 Working Committee Sub Group ("WCSG")

- 13.1 A Working Committee Sub Group ("WCSG") shall be established to review and resolve any disputes that may arise due to the enforcement of the provisions of these Guidelines. The members of the WCSG shall comprise of :

13.1.1 One representative each from the following organizations :-

- a. The MCMC (acting as Chairman of WCSG);
- b. The Communications and Multimedia Consumer Forum of Malaysia (CfM)
- c. Celcom (Malaysia) Berhad;
- d. DiGi Telecommunications Sdn Bhd; and
- e. Maxis Communications Berhad.

and

13.1.2 A total of three (3) representatives selected from amongst the MCS Providers who are not connected to the dispute or related to any party to the dispute.

- 13.2 The decision of WCSG on any matter shall be decided on a majority of votes of the members. The Chairman of WCSG shall abstain from voting.
- 13.3 The decision on any matter that is the subject of these Guidelines shall be final.

14 Refund

- 14.1 Where any refund is required to be made under these Guidelines, the refund shall be made in monetary value and not through the giving of free messages or services.
- 14.2 Notwithstanding sub-section 10.1, MCS Providers may, with the consent of the customer, make arrangements to provide refund through the provision of free messages or content services.

15 Customer Service

- 15.1 MCS Provider shall provide a fixed line telephone number as its main customer service telephone number.
- 15.2 The main customer service telephone number(s) shall be operative, at the minimum for eight (8) consecutive hours, starting no earlier than 8.00am and ending no later than 7.00pm on normal working days, except gazetted public holidays for the state from which the customer service centre operates.
- 15.3 Additionally, the MCS Provider may provide other means for their customers to reach them for example Interactive Voice Response ("IVR") system, facsimile machine and email address. During the hours that the customer service telephone number(s) are not manned, the IVR system shall be made available in order that customers who call in will be able to leave a message for the MCS Provider or customers may send their complaints through the facsimile machine.
- 15.4 MCS Providers shall attend to complaints reported, whichever mode the complaints is received, without delay and to provide a satisfactory resolution to the complaints within reasonable timeframe depending on the level of complexity involved in resolving the complaint.

16 Miscellaneous

- 16.1 Registration or subscription to a service via a channel other than Premium SMS with the intention that once registered or subscribed the mobile customer shall be charged for the registration and/or periodic subscription fee via the Premium SMS channel, shall only be allowed if the registration and/or subscription processes comply with provisions in Sections 3.1 and 4.2 (as applicable).
- 16.2 Registration by a mobile customer to a service which is provided free of charge during a trial period shall not be automatically converted into a paid subscription service. Specifically, the registration for the paid subscription service (upon expiry of the trial period) shall be subject to provisions in Sections 3.1 and 4 above.

17 Chat Services

- 17.1 Chat Services may be modeled as subscription service only if the subscribers enjoy preferential rates when sending chat messages as compared with non-subscribers.
- 17.2 The originator of a chat message shall be the only party charged for the chat service, whether or not the originator is a subscriber.
- 17.3 The recipient of the chat messages shall not be charged for any chat messages received.

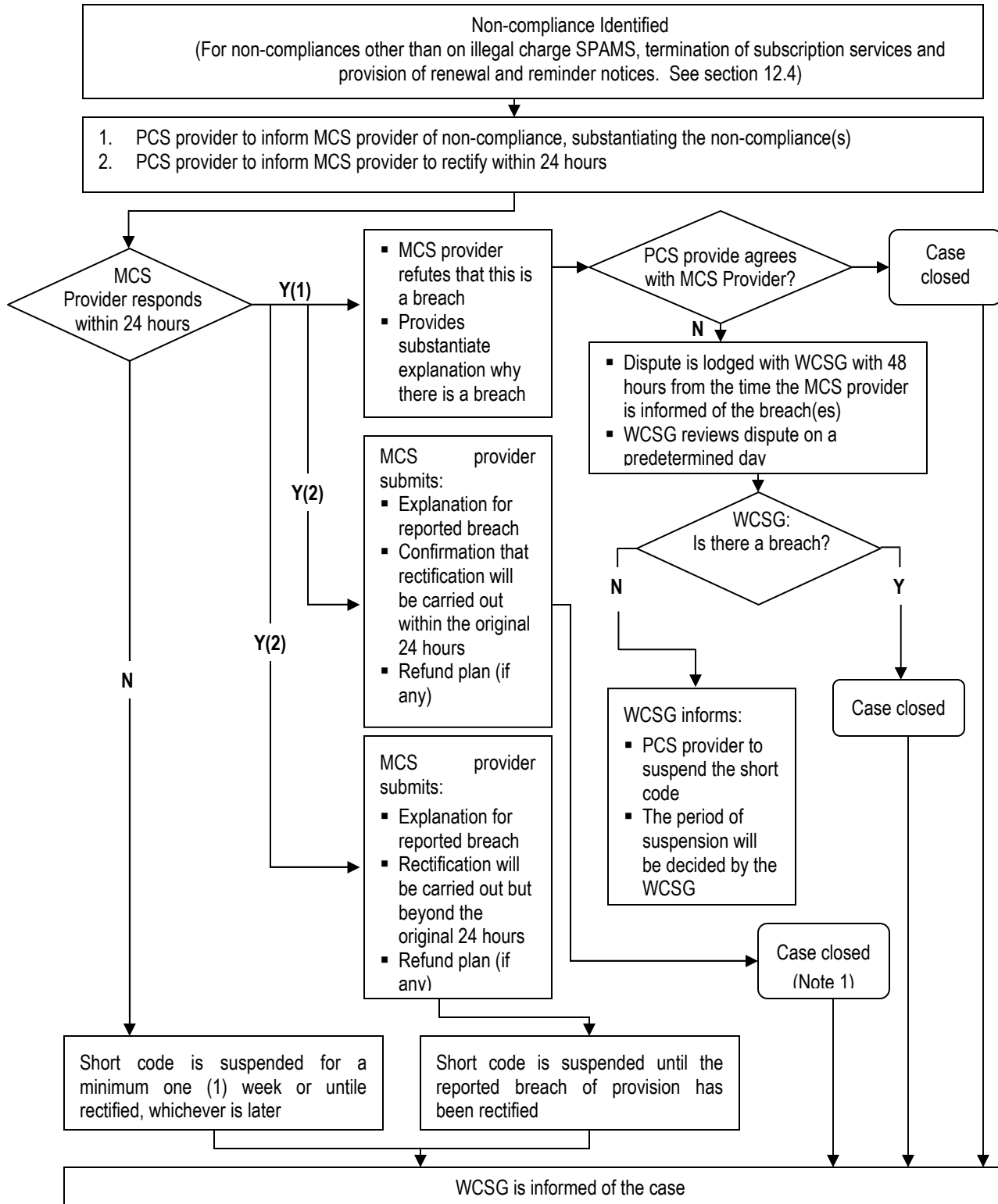
18 Contest Services

- 18.1 Contest Service shall not be modeled as a Subscription Service. Further, one (1) request by the mobile customer for a chat service or a Content Service, shall result in only one (1) chargeable response.
- 18.2 MCS Providers which provide Contest Service undertake to abide by any rules or regulations or guidelines as released or as may be released by the relevant authorities in Malaysia, including but not limited to the "Guidelines On Organising Of Contests For Commercial Promotion" issued by the Ministry Of Finance.
- 18.3 Further, the MCS Providers shall ensure that:-
 - 18.3.1 The expiry time and date of the contest is stated clearly;
 - 18.3.2 the contest is a genuine contest and is transparently carried out;
 - 18.3.3 there are actually winner(s) for each contest held and the list of winner must be published;
 - 18.3.4 Results of contest are audited;
 - 18.3.5 Extension of contest period is not allowed and any sms sent after its expiry:
 - a. shall not being charged; and
 - b. shall be replied with a notification that the contest has closed.
 - 18.3.6 Selection of winners based purely on highest submission or money spent, is not allowed (to comply with the MOF Guideline);
 - 18.3.7 the prizes for each contest are actually distributed to the rightful winner(s); and
 - 18.3.8 such distribution of prizes are carried out within reasonable time.

19 General Obligations

- 19.1 **Authenticity of Transaction** - MCS and PCS Providers shall take the necessary actions to ensure the authenticity of mobile originations and mobile terminations in respect of mobile content services provided, whether through local or international gateway.
- 19.2 **Prohibition of Masking of Short code** - MCS and PCS providers shall not mask or allow to be masked any short codes for the purpose of providing MCS, including sms from international gateway, except for PCS (refer to the letter issued).
- 19.3 **Termination of Mobile Subscriber Number** - MCS providers shall immediately terminate all subscription service(s) subscribed by a particular mobile number once notification of termination of number is received from PCS providers.
- 19.4 **Confidentiality of Information** - MCS Providers and PCS providers shall take all reasonable steps to ensure that its employees, agents, consultants or other third party suppliers who have access to the customers' information and subscriber's database do not disclose information without the prior consent of the customers.
- 19.5 **In-active Subscriber** - MCS providers shall terminate the subscription service(s) subscribed by a mobile customer in the event that the mobile customer has been in-active for a period of 90 calendar days.
- 19.6 **Record Keeping** - MCS providers and PCS provider shall maintain complete transaction logs and database in respect of all MCS for a period of at least 12 months. The information include but not limited to, transaction logs on MCS transaction at SMSC and the content of the sms.
- 19.7 **Principles of Price Setting** - MCS providers shall refer to Section 198 of the Communications and Multimedia Act 1998 on the principles of rate setting. These principles shall be the basis for the MCS providers in setting the price of the services offered.
- 19.8 **Prohibition of Indecent and Obscene Content** - MCS provider shall not provide any indecent and obscene content. Indecent content is generally referred to as material which is offensive, morally improper and against current standards of accepted behaviour. Obscene content is generally referred to as content which gives rise to a feeling of disgust by reason of its lewd portrayal and is essentially offensive to one's prevailing notion of decency and modesty. MCS providers are advised to refer to the Malaysian Communications and Multimedia Content Code for clarification.
- 19.9 **Charging of MCS** - No charge shall be levied on any MCS service to the mobile customer if the provision of the MCS service is not complying with any provision of these Guidelines.

APPENDIX 1 – PROCESS FLOW FOR NON-COMPLIANCE TO GUIDELINES



Note 1: in the event the problem reported by the MCS provider as having been rectified is subsequently found to have not been rectified as informed (including refund if any), then the short code shall be immediately suspended and the MCMC shall be informed. Any refund to the customer to be made within 30 days

Note 2: Y1, Y2, Y3 means the 3 possible scenario when MCS provider responds within 24 hours.