mma mobile marketing association

Consumer Best Practices Guidelines

for Cross-Carrier Mobile Content Programs (United States)   DECEMBER 11, 2007

1.0 Overview

The Mobile Marketing Association's (MMA) Consumer Best Practices (CBP) Guidelines provides a guide to implementing shortcode programs, Interactive Voice Response (IVR) and off-deck WAP sites in the United States market. Fundamentally, the guidelines document is a compilation of accepted industry practices, wireless carrier policies, and regulatory guidance that have been agreed upon by representative members of 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.

All parties involved in active programs, in the United States, should be familiar and compliant with Consumer Best Practices Guidelines and their practical implementation.

2.0 General Conduct

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 Code of Conduct for Mobile Marketing. The Code of Conduct is located at:

http://www.mmaglobal.com/codeofconduct.pdf

At all times, programs must be in accordance with applicable federal and state laws, rules and regulations.

2.1 Unsolicited Messages
- Wireless subscribers have a right to privacy.

- Content providers must obtain approval from subscribers before sending them commercial SMS or MMS messages and other content.

- Subscriber approvals pertain only to the specific program the consumer has subscribed to and should not be used to promote other programs, products, or services, or to otherwise send information of any kind that is unrelated to that specific program unless the subscriber has opted in to receive this information.

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.

2.2 Program Approvals
- Shortcodes are approved and provisioned based on the specific program that was presented to the aggregator and carrier. If the content provider wishes to run new, modified, or additional programs on the shortcode, they should submit the additional program for approval to the aggregator/ carrier.

- For example, here are some changes and additions that should be submitted for carrier approval (for a comprehensive list, please refer to specific carrier policies):
  - Pricing modification
  - 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

- 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

- FTEU programs require carrier approval, as specified in the program approvals section of this document.
  - The information submitted to the carrier for program approval should include the estimated frequency with which end users will receive FTEU messages.
  - 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 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.

3.0 Advertising and Promotion

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. This applies to all forms of marketing including affiliate marketing (as defined below).

- Terms & Conditions
  - All advertising and promotional material clearly indicates whether the service is a subscription.
  - All material terms and conditions of the program are clearly communicated with the offer.
  - If T&Cs materially change the offer then they must be highlighted and presented at front of offer.
  - Prechecked terms and conditions are not permissible. Consumer must indicate their acknowledgment of T&Cs by manual selection of the terms and conditions.
  - Service availability, on a carrier-by-carrier basis, should also be fully disclosed.

- All advertising, promotional material and program Help messages clearly display the opt-out information.

- Program advertising or its placement should not be decep-

tive about the functionality, features, or content of the underlying program.

- If the subscriber will incur a charge, the subscriber must be provided with notice of such charge, including, as applicable, whether the charge will be billed on the subscriber's wireless phone bill or deducted from their prepaid balance.

- At a minimum, the following must be disclosed in all advertising:

  - Program pricing information is clearly and conspicuously indicated.

  - Subscription term and billing interval is specified/disclosed to customer.

  - Notice that the charge will be billed on the customer's wireless phone bill or deducted from their prepaid balance.

  - Where applicable, the term "other charges may apply" should be included in program promotion.

  - Reference to website where complete T&Cs can be accessed, where applicable. 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.

  - Substitutes for programs not available on some carriers must be clearly and conspicuously indicated to the subscriber prior to their enrollment in the substitute program.

- These 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 below.

- 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 users.

To ensure that products and services offered via Affiliate Marketing are described clearly and accurately, 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;

  - All Jump Pages and Landing Pages, (including but not limited to pages that provide a mechanism for users to make a purchase of Content Providers' products and ser-

vices) must be controlled and monitored by the applicable Content Provider for compliance to applicable law and MMA Guidelines.

Content providers should withhold financial consideration for non-compliance.

- Use of 'Free' and 'Bonus' Terminology

  - 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.

  - 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)

  - 'Bonus' or 'Complementary' are acceptable alternative terms to the word 'free'.

- For FTEU programs, the advertised Terms and Conditions:

  - May 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).

  - Should include 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.

- Sweepstakes and Contest Guidelines

  - Fundamentally all promotions and sweepstakes whether offline, online or mobile are marketing tactics that serve larger branding and direct response goals. As part of the larger marketing mix, promotions can enhance branding efforts, create lasting customer relationships, and activate purchase.

  - The mobile environment takes the promotional sweepstakes concept to the next level given the inherent personal, measurable and immediate nature a mobile device offers consumers. In this environment, marketers can create unique mobile experiences that are engaging, entertaining, and rewarding for customers. The endemic interactive and viral elements of a well executed mobile sweepstakes campaign can efficiently drive participation and achieve overall results that rival response rates of traditional and digital sweepstake programs.

  - Additionally, there is a tremendous opportunity to collect useful customer data for relationship marketing efforts as well as attitudinal and behavioral information to inform strategic marketing (Consumer Best Practices should be applied to the opt-in process for all mobile promotional activities that have a secondary CRM goal). The ideal mobile sweepstakes serves as a highly interactive customer touch point supported by the larger media mix and promotional plan.

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

  - Mobile Sweepstakes and Contests: Important 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.

  - Guidelines:

    › 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).

› All sweepstakes must offer an 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. Although a standard rate SMS message is cheaper than a stamp in most instances, there is not yet an accepted legal precedent for using SMS as an AMOE.

› 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.

› Poorly written and/or incomplete sweepstakes rules can, and will, result in delays in carrier program approval, even for non-premium sweepstakes.

3.1 Examples
Example of Good Advertising

The following example adheres to Consumer Best Practices Guidelines because the offer and associated obligations are expressed in the same manner and the same location.

Example of Poor Advertising
The following example does not adhere to Consumer Best Practices Guidelines because the offer and associated obligations are not expressed in the same manner and the same location where the initial offer for free ringtones is disclosed.

4.0 Marketing to Children

MMA Consumer Best Practices call for all participants in the ecosystem to manage relationships with children responsibly including:

- The offering of programs that engage children in the promotion/consumption of digital content of any type imposes important ethical obligations, responsibility, and sensitivity that all industry participants are expected to uphold.

- All industry participants are expected to comply with all applicable laws and industry standards dealing with children and marketing, including COPPA. For example, alcohol, over-the-counter and prescription medication are inappropriate to market to children.

- All industry participants are expected to work actively to ensure their activities and their businesses are consistent with and supportive of the principles listed in this section.

- In some cases, content providers may need to modify the advertising language of the program if children are the target market. For example, the use of exhortative language such as "only" "just" should be avoided.

Marketing/Advertising Guidelines for Short Code (SMS) and Multimedia Messaging Services (MMS) directed to Children under 13

- All advertisements must clearly disclose in the audio and visual that the service is a premium charge (when applica-

ble). The actual cost of the charge and, if applicable, the fact that the standard messaging fees also apply must be clearly disclosed in the audio and visual within the advertisement.

- The word "free" may not be used unless there are no fees or charges associated with the service in accordance with the Advertising and Promotion Section above.

- All advertising must clearly disclose in the audio and visual that you must be 13 or older or have a parent's permission to participate.

- 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 their prepaid balance).

- All advertising must clearly disclose all methods of canceling the service.

- Advertising must include a resource (such as a website or toll free number) where subscribers can reference all terms and conditions (website and/or toll free number).

- Companies 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)

- Companies must offer subscribers the opportunity to cancel the service at any time. Charges for services that are billed daily may only be applied for services received up to the date of cancellation.

  Sample Language:
  Standard messaging rates apply. Call 888-888-8888/Txt HLP to XXX/www.XXX.com for terms.
  You will be charged $. Call 888-888-8888/Txt HLP to XXX/www.XXX.com for terms.
  Additional charges may apply. Call 888-888-8888/Txt HLP to XXX/www.XXX.com for terms. [Disclose add'l charges in message chain]
  "You must be 18 or older or have a parent's permission before downloading."
  "Call 888-888-8888 or txt STOP to cancel."

5.0 Free To End User (FTEU) Programs

Not all carriers support FTEU messaging. 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). The guidelines for FTEU programs and SR programs should apply on each carrier as appropriate. The following guidelines apply to FTEU programs:

- Charging Disclosure: FTEU MT messages sent to the end user 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.

- Help: Subscribers should be able to receive information about FTEU programs, as per the guidelines in the section "Help" in this document.

- Opt-Out Process: Subscribers should be able to stop participation in a FTEU program when desired, as per the guidelines in the section "Opt-out" in this document.

- 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.

6.0 Opt-in Overview

There are three types of short code programs: standard rate SMS/MMS, Free To End User (FTEU) SMS and premium rate SMS/MMS. Each requires a different form of opt-in.

- Standard rate programs – require single opt-in

- FTEU programs – require single opt in

- Premium rate programs – require double opt-in

Regardless of type, the goal of any opt-in is to clearly communicate to the subscriber the obligation they are about to incur by entering the program.

The following sections outline the guidelines associated with each form of program.

6.1 Standard Rate Opt-in
6.1.1 Single Opt-in
For standard rate programs, subscribers should indicate their willingness to participate in a program and receive messages from the program as follows:

1. Subscriber initiates opt-in to Standard Rate Program through a call to action (CTA)

a. Subscriber may send a Mobile Originated (MO) message from their handset to the short code

b. Subscriber may initiate opt-in from a web interface

c. Subscriber may initiate opt-in from a WAP interface

d. Subscriber may initiate opt-in from an IVR system

2. Program responds with pertinent phone, program, and contact information via a Web/WAP/IVR/handset application-based form.

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 specifically agree via their handset to receive other messages.

The following table is an example of a standard rate mobile marketing campaign for "The Sandwich Shop Health Alerts."

Table 1		
Type	Sample Text	Charge
CTA	Promotion via Web, television, in-store promoting short code, key word, and T's and C's	
MO	[keyword] (For example, SUB)	Std
MT	Thank you for joining the Sandwich Shop Health Alert. You will receive weekly texts. See www.subshop.com for more info. To opt out, reply STOP.	Std
CTA = call to action; MO = mobile originated message; MT = mobile terminated message		

6.2 FTEU Opt-in
Single Opt-in
As with SR 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. Example interactions for the permitted opt-in channels follow:

Table 2: Single Opt-In via Mobile Originated (MO) Message			
Type	Description	Sample text	Charge
CTA	Promotion via web, television, print, or in-store, giving shortcode, keyword and Terms and Conditions.		
MO	Subscriber sends an MO message to the shortcode.	[keyword]	Std or FTEU
MT	Program responds with pertinent program and contact information via Mobile Terminated (MT) message. FTEU charging should be disclosed.	Free msg: Thx for joining ABC Bank daily balance txt alerts. No messaging charges for txts received. See www.abcbank.com/mob for info. To cancel txt STOP.	FTEU
CTA=call to action, MO=mobile originated message, MT=mobile terminated message			

Table 3: PIN Authenticated Opt-In via Web			
Type	Description	Sample text	Charge
CTA	Website with details of program and Terms and Conditions.		
Web	Subscriber enters phone number and, if necessary, selects carrier on website.		
MT	Program sends MT message containing PIN (as last piece of information in message) to handset.	Free msg: ABC Bank balance txt alerts. Online PIN:1234	FTEU
Web	Subscriber enters PIN on website and confirms opt-in.		
MT	Program responds with pertinent program and contact information via Mobile Terminated (MT) message. FTEU charging should be disclosed.	Thx for joining ABC Bank daily balance txt alerts. No messaging charges for txts received. See www.abcbank.com/mob for info. To cancel txt STOP.	FTEU
CTA=call to action, MO=mobile originated message, MT=mobile terminated message			

Table 4: MO Authenticated Opt-In via Interactive Voice Response (call does not originate from handset)			
Type	Description	Sample text	Charge
CTA	Promotion via web, television, print, or in-store, giving IVR phone number and description of program.		
IVR	IVR presentation provides details of program, Terms and Conditions, and opt-in process. Subscriber enters phone number and, if necessary, selects carrier.		
MT	Confirmation message to authenticate handset.	Free msg: ABC Bank daily balance txt alerts. Reply OK to join.	FTEU
MO	Subscriber sends confirmation MO message to the shortcode.	OK	Std or FTEU
MT	Program responds with pertinent program and contact information via Mobile Terminated (MT) message. FTEU charging should be disclosed.	Free msg: Thx for joining ABC Bank daily balance txt alerts. No messaging charges for txts received. See www.abcbank.com/mob for info. To cancel txt STOP.	FTEU
CTA=call to action, MO=mobile originated message, MT=mobile terminated message			

Table 5: Single Opt-In via IVR (call originates from handset)			
Type	Description	Sample text	Charge
CTA	Promotion via web, television, print, or in-store, giving IVR phone number and description of program.		
IVR	IVR presentation provides details of program and Terms and Conditions. Specifies that by completing the acceptance, the subscriber agrees to the Terms and Conditions. If necessary, subscriber selects carrier.		
MT	Program responds with pertinent program and contact information via Mobile Terminated (MT) message. FTEU charging should be disclosed.	Free msg: Thx for joining ABC Bank daily balance txt alerts. No messaging charges for txts received. See www.abcbank.com/mob for info. To cancel txt STOP.	FTEU
CTA=call to action, MO=mobile originated message, MT=mobile terminated message			

Table 6: Single Opt-In via WAP			
Type	Description	Sample text	Charge
CTA	Promotion via web, television, print, or in-store, leading to WAP Push SMS or direct URL entry to reach WAP site.		
WAP	WAP site presents details of program and Terms and Conditions. Specifies that by clicking "Accept", the subscriber agrees to the Terms and Conditions.		
MT	Program responds with pertinent program and contact information via Mobile Terminated (MT) message. FTEU charging should be disclosed.	Free msg: Thx for joining ABC Bank daily balance txt alerts. No messaging charges for txts received. See www.abcbank.com/mob for info. To cancel txt STOP.	FTEU
CTA=call to action, MO=mobile originated message, MT=mobile terminated message			

6.3 Premium Rate Opt-in

6.3.1 Double Opt-in via SMS

Premium subscribers must positively acknowledge the acceptance of a premium charge before premium charges are applied to their account. 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 shortcode. Separate programs, even if they are offered on the same shortcode, require a separate double opt-in. The content provider/aggregator is responsible for tracking program opt-in information by subscriber.

There are two mechanisms for acceptable opt-in activity: Web-based, and handset-based. In all instances, however, the subscriber must take affirmative action to signify acceptance of the program criteria. Within the double opt-in flow, the following information (at a minimum) must be provided to the subscriber:

- Identity of program sponsor—Defined as the organization that markets the program.
- Contact details for the program sponsor—Either a toll-free number, HELP via text message or a website address.
- Short description of program—For example, Fun Stuff Premium Chat.
- Pricing terms for the program—For example, $0.99 per mobile originated message; $3.99 per month.
- Opt-out information.

Examples of affirmative double opt-in responses include these:
YES, Y, GO, OKAY, OK, K, O.K., SURE, YEP, YEAH

The following table is an example of a one-time premium weather message (transactional program):

Table 7		
Type	Sample Text	Charge
CTA	Promotion via Web and television; promoting short code, keyword, and T's and C's	
MO	[key word] (For example, Weather New York, NY)	Std
MT	You have requested a one-time weather message from [sponsor] at $0.75. Respond with Y if you wish to receive this message. 888-555-1234 Reply STOP to Stop.	Std
MO	Y	Std
MT	Your forecast for New York, NY. Today Sunny 64F, Tonight Rain 45F, Tomorrow Sunny 75F. ($0.75). 888-555-1234 Reply STOP to Stop.	Premium
CTA = call to action; MO = mobile originated message; MT = mobile terminated message		

The following table is an example of charges the next time the same subscriber tries the same program:

Table 8		
Type	Sample Text	Charge
CTA	Promotion via Web and television; promoting short code, key word , and T's and C's	
MO	[key word] (For example, 36 New York, NY)	Std
MT	Your forecast for New York, NY. Today Sunny 64F, Tonight Rain 45F, Tomorrow Sunny 75F. ($0.75). 888-555-1234 Send STOP to Stop.	Premium
CTA = call to action; MO = mobile originated message; MT = mobile terminated message		

6.3.2 Double Opt-in from the Internet

Many consumers prefer to provision and interact with SMS programs from the Internet. 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 using a web-based PIN or phone MO message. This message must also include program pricing and terms, and opt-out information. The PIN code must be the last piece of information provided in the PIN confirmation message. 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.

The following table is an example of a subscription program with web sign-up:

Table 9		
Type	**Sample Text**	**Charge**
CTA	Detailed Web site with Ts & Cs, opt-out, pricing, promotion details	
Web input by Subscriber	Provides required information. Clarifies that this is a premium program, that charges will be billed to subscriber's cell phone bill or deducted from cell phone prepaid account, confirms duration, etc., and specifies that by completing the sign-up, the subscriber agrees to the Ts & Cs.	N/A
MT	Password and other program details (pricing, terms, opt-out commands) sent to phone <update>	Std
Web input by subscriber	Subscriber inputs password and completes sign-up, which states that they agree to the Ts & Cs.	N/A
MT	You are now subscribed to ABC program. This is a subscriptions program billed at $4.99 per month. For more info go to www.abc.com. To opt out send STOP at any time.	Premium
CTA = call to action; MO = mobile originated message; MT = mobile terminated message		

6.3.3 Initial Opt-in via IVR

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 IVR system educates the subscriber on the service and offer details, and captures subscriber input to record initial opt-in. The IVR will then send an SMS to the subscribers handset. This SMS would constitute the second opt-in request. The reply to this second opt-in request must originate from the subscribers handset.

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.

The following table is an example of a program with IVR sign-up:

Table 10		
	IVR for Initial Opt-in; SMS for Secondary Opt-in	**IVR utilized for both Opt-ins**
CTA	IVR plays offer	IVR plays offer
Initial Opt-in	IVR prompts subscriber to press a key to select offer	IVR prompts subscriber to press a key to select offer
Subscriber Action	Subscriber presses key	Subscriber presses number on phone keypad
Secondary Opt-in	MT SMS requests subscriber to reply for second opt-in confirming their acceptance of program obligations	IVR prompts subscriber to confirm their acceptance of program obligations
Subscriber Action	Subscriber replies with MO	Subscriber presses number on phone keypad
Billing and confirmation MT	Premium MT sent to subscriber with relevant program information	Premium MT sent to subscriber with relevant program information
CTA = call to action; MO = mobile originated message; MT = mobile terminated message		

In certain instances, individual carriers may approve complete registration to occur on IVR on an individual case basis. The below example is provided as a guideline.

6.3.4 Double opt-in via IVR (example)

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. When the user selects to purchase the product or service (initial opt-in), the IVR should outline the service and offer details and subsequently ask the user to confirm their purchase with a key press (secondary opt-in). The user's input must be captured to record his consent. The IVR should then send a confirmation MT message to the user's handset. In cases where the number the user is calling from differs from the number the service should be credited 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. The user must input the PIN into the IVR system prior to the provider initiating and billing the service. 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. Users should be re-informed of how to call back and get help in case of problems downloading or installing their content.

The following table is an example of a program with IVR sign-up:

Table 11		
Type	**Sample Text**	**Charge**
CTA	Promotion via Web, TV and Radio; includes IVR phone number, description service, pricing disclosure and T&C's	
IVR selection	Identify the program, provide for selection of content.	N/A
IVR Double opt-in	Clarifies that this is a premium program, that charges will be billed to subscriber's cell phone bill or deducted from cell phone prepaid account, confirms duration, etc., and specifies that by completing the acceptance, the subscriber agrees to the Ts & Cs.	Std
Content Delivery	Voice instruction for the delivery of content and then the delivery of content. (For example audio starts.)	N/A
CTA = call to action;		

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.

6.3.5 Participation Television (PTV)

Participation TV allows home viewers to interact with the TV program via their mobile device. There are three types of PTV programs.

- Standard Rate SMS – consumer is charged their agreed standard message rate.

- Premium Rate SMS – consumer is charged a premium charge plus standard rate message

- FTEU SMS (On select carrier approved on an ICB) – the subscriber is not charged.

When there is a premium SMS rate associated with the PTV program there is a possible exception to the double opt-in rule. The following pricing elements below should exist and the call to action should contain the following conditions:

- A Mobile Originated message with a premium price of $1.49 or less.

- Interaction is transaction-based messaging, not subscription.

- 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).

- 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.

- On-air call to action and advice of charge needs to be clear and conspicuous.

  - Premium charges must be included in the first line of the CTA.
  - 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.
  - If there is a time frame to enter it should be included in verbal and visual instructions.
  - Call to action should communicate the location of legal terms and conditions and FAQs (Frequently Asked Questions).
  - 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.

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. Below are examples of verbal scripts or textual language that should be included in the CTA by tariff type:

Examples:

Standard Rate –You have up to two hours to vote and may vote as many times as you like. Standard text messages rates apply.

Premium Rate (no sweepstakes component) –You have up to two

hours to vote, 99 cents per vote via text, standard messaging rates apply. You can vote up to 10 times.

Premium Rate (with sweepstakes component) You may have up to 24 hours to enter. Entries via text cost 99 cents plus standard rate messaging or you can go to www.xyz.com to enter for free. You may enter up to 10 times regardless of method.

6.3.6 Opt-In for WAP sites
Access to content presented in the form of browse-able WAP sites may be initiated by SMS shortcode, by WAP push from a PC internet site, by direct entry of a URL, by clicking a search link, etc. While opt-in may not originate through an SMS shortcode, subscribers are still billed "on-net" through PSMS or direct carrier billing connections, placing such sites under the governance of these Best Practice guidelines.

- 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.

- 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 set-out, requiring an explicit user action as described below.

- 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.

- 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.

- 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.

- 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:

  - That the payment will be made to the subscriber's wireless phone bill
  - That the user will be advised of all charges before being billed
  - The description that will appear on the subscriber's phone bill
- 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.

Example of Opt-in for WAP sites
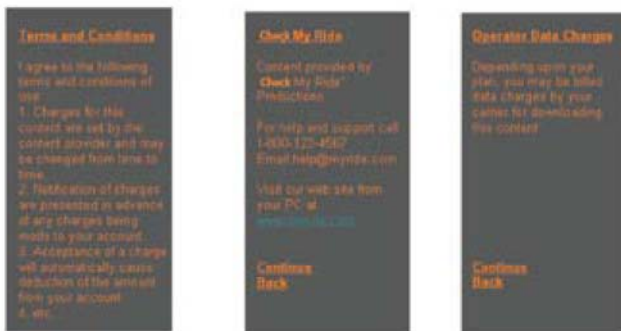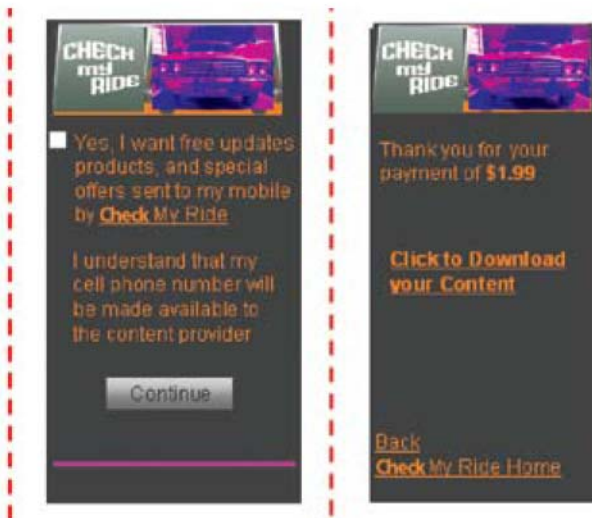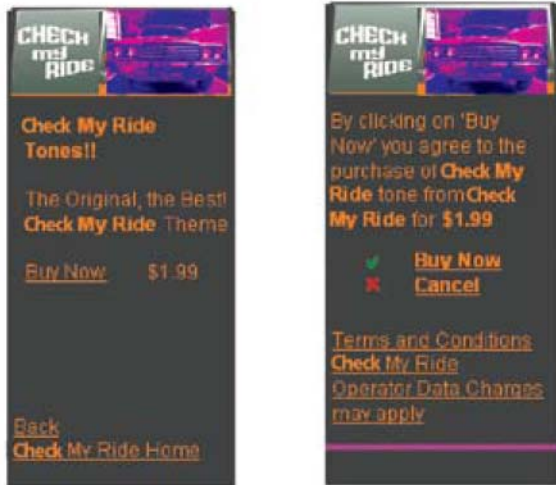
6.3.7 Payment Failure

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.

- The page should contain the text set out in the example below.

- 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.

- Clicking "Continue" from this failure page should take the user back to the content provider site."
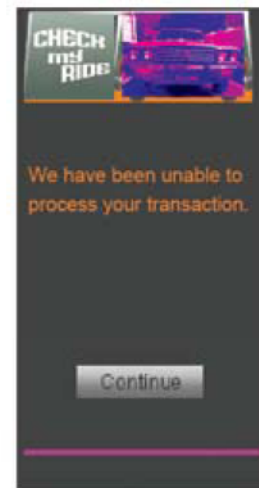
6.4 Third Party Lists

- Selling opt-in lists is prohibited.

- Beyond violating the subscriber opt-in policy, sending messages to third-party lists is not an effective interactive marketing tactic.

6.5 Additional Opt-in Considerations

- Carrier ability to waive double opt-in—In certain instances, carriers may waive the double opt-in on a program-by-program basis.
- Program flow and information must not be misleading in any way.
- Because opt-in and opt-out messages are administrative in nature, they should not result in any premium charges for the subscriber.
- When a subscriber ports his/her telephone number between carriers, he/she should be required to re-opt-in to all shortcode programs.
- Opt-in expiration for interactive programs—If a sub-

scriber 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.

- Opt-in and Opt-out records - including single, double and triple opt-in records - should be retained for a minimum of six months after the subscriber has opted-out of the program. These records should be made available to the aggregator or carrier upon request.

7.0 Help

It is important for subscribers to understand and be in control of their participation in shortcode 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.

If the shortcode has multiple programs (keywords) on the same 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.

These messages should not result in premium charges to the subscriber's bill. Responses to help should be available to anyone who requests help information from the shortcode via SMS.

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 shortcode.

- Identity of program sponsor—This is defined as the brand associated with the program.
- Contact details for the program sponsor—Either a toll-free number or Web address.
- Short description of program—For example, Fun Stuff Premium Chat.
- Pricing terms for the program—For example, $0.99 per mobile originated message; $3.99 per month.
- Opt-out information.

- Should there be multiple programs running on the shortcode, 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.

- Where there is no shortcode 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 is provided into which a user entering their cell phone number can retrieve detailed information on all live services provided by that program sponsor.

- Subscriber must be able to reach customer service through the IVR for assistance with the IVR mobile program.

- Privacy statement, if applicable.

- 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.

The HELP message response will go to the users whether or not they are subscribed to the service.

8.0 Opt-out

It is fundamental to the concept of control that a subscriber maintains the ability to stop participating and receiving messages from a shortcode program when desired. To facilitate this capability, the following general rules govern program opt-out:

- Upon entering the program, the subscriber must be told how to opt-out of the program.

- A subscriber can stop participating and receiving messages from any program by sending STOP to any shortcodes used for the program. END, CANCEL, UNSUBSCRIBE or QUIT should also be opt-out words for all programs; however, content providers should feature the word STOP in their advertising and messaging.

  - If the subscriber is participating in multiple programs on the shortcode, either the most recently used program should be terminated or the subscriber will be told which programs he/she is subscribed to and will be given a choice of program(s) to terminate.

  - Any of these words followed by the word ALL should terminate all programs from that shortcode to the subscriber.

  - Programs can support other opt-out words, but they must support these five words.

  - 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.

- The STOP command should never result in an error being sent back to the subscriber.

- These words should support mixed case and ignore subsequent non-keyword text.

- When sent, these words cancel the subscriber's previous opt-in for messaging.

- 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.

- No additional premium charges should be applied to the subscribers account after the opt-out command is received from the subscriber.

- 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.

9.0 Subscriptions

A subscription program is any program the subscriber opts-in to where the result is that the subscriber passively incurs premium or standard charges over time for content delivery. There are two kinds of subscription programs:

- A program for a set period of time, such as one month.

- A program for a set number of uses, after which the subscriber may be charged for another "bucket" of uses.

9.1 Subscription Opt-in Message

In addition to the information required in the double opt-in mechanisms above, the opt-in flow for a subscription program must also include the following:

- Identification of the program as a subscription and the billing interval.

- Contact details for the program sponsor—Either a toll-free number or a Web site address for opt-out details.

The table below is an example of a horoscope program (subscription):

Table 12		
Type	Sample Text	Charge
CTA		
MO	[keyword] (For example, "ASTRO")	Std
MT	Please respond with Y to receive this program. By doing this you agree to pay a mthly fee of $1.99 for daily alerts. 888-555-1234 Reply STOP to Stop.	Std

Table 12 Continued		
MO	Y	Std
MT	You are now subscribed to ABC horoscopes. For more info go to www.abchoroscope.com. To opt out send STOP at any time.	Premium
CTA = call to action; MO = mobile originated message; MT = mobile terminated message		

9.2 Subscription Periods

Subscription periods should not be longer than one month. 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.

The following table is an example of a daily joke program (subscription):

Table 13		
Type	Sample Text	Charge
CTA		
MO	[keyword] (For example, "JOKE")	Std
MT	Welcome 2 Joke of the Day! U will be charged $.30/day (equals $9/mth). To accept, reply YES. To opt-out @ any time, reply STOP. More info www.jokes.com	Std
MO	Y	Std
MT	You are now subscribed to the Daily Joke. For more info go to http://www.abcjoke.com/. To opt out send STOP at any time.	Premium
CTA = call to action; MO = mobile originated message; MT = mobile terminated message		

9.3 Additional Content for WAP subscriptions

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".

The purchase confirmation page should be set out as in the example illustrated. The page must contain confirmation of the charge and the activation of a subscription. It must also contain advice of how to terminate the subscription using the STOP command."

9.4 Subscription Billing Reminder Message

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:

- The name of program
- The fact that the program is a subscription and is being renewed
- Billing period and advice of charge for the program
- Opt-out details

Table 14		
Type	**Sample Text**	**Charge**
MT	Thanks for your continued subscription to XYZ Alerts! A $5.99 charge will show on your next wireless bill for the next month. Reply STOP at any time to cancel.	Std

This information may be supplied in other program-related messaging to the handset but should coincide with the subscription anniversary.

Each subscription service must be renewed independently of when the subscription was originally ordered.

9.5 Terminating a Subscription

Subscribers should be able to terminate their participation in a subscription program as specified in the section immediately above. These requirements also apply to terminations of subscription programs:

- When a subscriber opts-out of a program, no further premium charges should be submitted by that program for that subscriber.

- There should be no minimum subscription periods for any program. For clarity, this does not mean that pro-ration is required.

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:

- Identification of the program as a subscription and the billing interval.

- Contact details for the program sponsor—Either a toll-free number or a Web site address for opt-out details.

- Termination details. This should include use of the STOP command or its variants, as set out above, and a mobile or PC web site where the user can list live subscriptions and cancel any or all of these.

10.0 Chat

10.1 Types of Chat

There are two types of chat: one-to-one and group (or community) chat.

- One-to-One—These chat programs come in two types: Peer to Peer or Operator Assisted.
  - Peer-to-Peer chat programs include interactions between two individuals, neither of whom is a paid "chat professional".
  - 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.

- Group/Community Chat—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.
  - Group chat programs must be monitored 24x7 by chat providers for compliance with the specific carrier agreements, policy, and all applicable laws and regulations.
  - The number of participants in a group chat session should be limited to provide a good subscriber experience.

10.2 General Chat Guidelines

- Bots should not be used in chat. This does not apply to registration or administrative chats or to match interactions.
- 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.
- Administrative messages associated with opting into the program and setting up profiles should not incur premium charges.
- 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.

- 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. At a maximum, two premium messages—or five standard rate messages—of this type may be sent in a 24-hour period.

10.3 Chat Premium Billing

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:

- Spending cap limits are set on a per shortcode basis
- 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)
- There should be an additional opt-in required from the subscriber once they have reached $25 of premium charges on a shortcode, 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.
- Triple opt-in messages should express cumulative premium charge dollar amounts reached (for example $25, $50), not the number of messages billed.
- 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.
- HELP and OPT OUT keywords should be included in the continuation message.
- If the subscriber does not reply affirmatively to the continuation message, the system should pause until the subscriber's anniversary date.
- 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.
- Regardless of the subscriber's status, he/she should be able to opt-out of the program at any time.
- While the subscriber is in PAUSED status, no premium charges should be applied to their account.
- The content providers should not be allowed to queue messages to send to the PAUSED subscriber for re-transmission later.

Table 15		
Type	**Sample Text**	**Charge**
MO	[any text while number is in PAUSED status at $25 level]	Std
MT	You've sent $25 in msgs this month. To keep chatting reply MORE or wait until 12/12/05 to resume chatting. Reply STOP to opt out or HELP for info.	Std
MO	MORE	Std
MT	Thank you. You may now continue chatting with other users. Reply FIND for your matches or MENU for more commands.	Std
MO	[any text while number is in PAUSED status at $50 level]	Std
MT	You've sent $50 in msgs this month. To keep chatting reply MORE or wait until 12/12/05 to resume chatting. Reply STOP to opt out or HELP for info.	Std
MO	MORE	Std
MT	Thank you. You may now continue chatting with other users. Reply FIND for your matches or MENU for more commands.	Std
MO	[any text while number is in PAUSED status at $75 level]	Std
MT	You've sent $75 in msgs this month. To keep chatting reply MORE or wait until 12/12/05 to resume chatting. Reply STOP to opt out or HELP for info.	Std
MO	MORE	Std
MT	Thank you. You may now continue chatting with other users. Reply FIND for your matches or MENU for more commands.	Std
MO	[any text while number is in PAUSED status at $100 level]	Std
MT	You've sent $100 in msgs this month. To keep chatting reply MORE or wait until 12/12/05 to resume chatting. Reply STOP to opt out or HELP for info.	Std
MO	MORE	Std
MT	Thank you. You may now continue chatting with other users. Reply FIND for your matches or MENU for more commands.	Std
MO = mobile originated message; MT = mobile terminated message		

10.4 Chat Advertising

- Advertising for chat programs should not imply unapproved content.
- 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.

10.5 Chat Examples

The following are examples of unacceptable double opt-in language:

- "Thanks for participating in ABC chat. Participation will

cost $0.99 per MO message. Enjoy!"
Issue—No confirmation prompt.

- "Thanks for participating in ABC chat. Your first 3 messages are free. Enjoy!"
Issues—No clear clarification of pricing; no confirmation prompt; misleading.

- "Thanks for participating in ABC chat. Reply with your screen name to begin chatting with a bunch of really interesting people who will like you. Each message costs $0.99"
Issues—Misleading: "really interesting people who will like you"; not clear that by responding subscriber is opting in.

- "Thanks for participating in ABC chat. Participation is free except for every third message that will be charged $9.99. Reply with Y to start!"
Issue—Misleading pricing.

11.0 Customer Care

11.1 Prompt Handling of Deactivation and Recycled Number Files

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.

11.2 Spending Cap Limits

Spending Cap Limits for non-chat programs:

- 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:
  - Spending cap limits are set on a per short code basis
  - 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)
  - Spending cap limit is suggested to be $50 for non chat programs
    › There should be an additional opt-in required from the subscriber once they have reached $50 of premium charges on a shortcode, 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.

› 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.

› Triple opt-in messages should express cumulative premium charge dollar amounts reached (for example $50, $75), not the number of messages billed.

Spending Cap Limits for chat programs:

- Utilize policy from prior section

Table 16		
Type	Sample Text	Charge
	[opt in to program according to MMA guidelines]	
	[after $50 level is reached]	Std
MT	You've received $50 in services this monthly period ending 12/12/06. Reply YES to continue. Reply HELP for info.	Std
	[after $75 level is reached]	Std
MT	You've received $75 in services this monthly period ending 12/12/06. Reply YES to continue. Reply HELP for info..	Std
	[after $100 level is reached]	Std
MT	You've received $100 in services this month. This is the limit set by your carrier. You can order new services on 12/12/06 to resume. Reply HELP for info.	Std
	[OR for carriers without caps…]	Std
MT	You've received $100 in services this monthly period ending 12/12/06. Reply YES to continue. Reply HELP for info.	Std
MT	You've sent $75 in msgs this month. To keep chatting reply MORE or wait until 12/12/05 to resume chatting. Reply STOP to opt out or HELP for info.	Std

11.3 Bill Face

11.3.1 Bill-face Descriptors

Providing subscribers with a description of the billing detail will facilitate the recognition of the charges when they receive their bill. Greater recognition of the charge will result in fewer billing disputes.

Where possible, in order of priority, the following elements should be inserted in the carrier billing descriptor (inclusion at discretion of carrier).

1. Shortcode

2. Brand Name and/or Brief Program Description

3. Toll-free Help #

4. Type of Purchase – product description (for example: Ringtone, TextChat, m-Commerce, etc.)

Note: Timestamps and tariffs are typically driven by carrier platform.

11.3.2 Bill-face Descriptor Reminders

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.

Table 17: BILL-FACE DESCRIPTOR FORMAT BY CARRIER	
CARRIER	**FORMAT**
Alltel Wireless	27 Characters <Shortcode, Brief Program Description>
AT&T Mobility	62 Characters <Shortcode and Merchant Description, Merchant Name, Toll Free Help #>
Sprint Nextel	22 Characters <Provider, Shortcode, 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 <Shortcode, Brief Program Description, Toll Free Help #>

11.4 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.

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.

12.0 Word of Mouth 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.

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.

Permitted viral marketing campaigns include those where:

- The initial consumer (consumer A) manually intervenes to select a secondary 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.

- ★ 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.

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.

- Messages forwarded to an Internet domain name assigned to a wireless operator for mobile messaging service.

- Providing inducements – e.g., payments, discounts, free goods or services – in exchange for a consumer's agreement to forward a message.

- Origination is from commercial source (ensure reflected in above language)

- Sending to deactivated numbers.

13.0 Content Specific Programs

Alcohol and Tobacco Program Approvals
- Program approvals are at the discretion of the carrier and are evaluated on a case-by-case basis.

- Content providers are encouraged to check with their aggregator to determine specific program guidelines around their program.

General Audience Content

- All content must be available for all audiences.

Promotional Content

- The approval of promotional content is at each carrier's discretion.

Charitable Giving

- The approval of charitable giving programs is at each carrier's discretion.

14.0 Consumer Best Practices Guidelines Effectiveness Date

Consumer Best Practices, revision 3.2, is effective December 11, 2007.

15.0 Who We Are

About the Mobile Marketing Association

The Mobile Marketing Association (MMA) is the premier global association that strives to stimulate the growth of mobile marketing and its associated technologies. The MMA is a global organization with 500 members representing over forty countries. MMA members include agencies, advertisers, hand held device manufacturers, carriers and operators, retailers, software providers and service providers, as well as any company focused on the potential of marketing via mobile devices. The Mobile Marketing Association's global headquarters are located in the United States and the MMA operates regional chapters in Europe, Middle East & Africa (EMEA), Asia Pacific (APAC) and Latin America (LATAM).

For more information, please visit www.mmaglobal.com

MMA Consumer Best Practices Committee

The MMA Consumer Best Practices Committee was established to develop a recommended set of guidelines to ensure a better wireless consumer experience. The US Consumer Best Practices Committee, chaired by AT&T Mobility and the Mobile Marketing Association, developed these guidelines in collaboration with representatives from the following member companies:

Consumer Best Practices Committee Members		
Alltel Wireless	AT&T Mobility	Bango
Chapell & Associates	denuo Group (a Publicis Company)	Enpocket, Inc.
Jamster	Lavalife Mobile	Limbo Mobile
mBlox	MTV Interactive	MX Telecom
Neustar, Inc.	OpenMarket	Qmobile Inc.
Sprint Nextel	Sybase 365	Telescope Inc.
Teligence Communications, Inc.	The Walt Disney Company	T-Mobile USA
VeriSign, Inc.	Verizon Wireless	

Each year, the Committee holds an Industry Forum to solicit feedback from the industry. In January 2007, the Committee held an industry forum to solicit feedback on the guidelines from representatives of the Mobile Marketing ecosystem. More than 180 individuals, representing over 120 companies, were in attendance. The industry forum will be held annually.

16.0 References

The following documents provide additional sources of information and reference:

- 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)
- MMA Glossary of Terms (http://www.mmaglobal.com/glossary.pdf)
- MMA Mobile Promotion & Sweepstakes Overview (http://www.mmaglobal.com/mobilepromotions.pdf)
- MMA Short Code Primer (http://www.mmaglobal.com/shortcodeprimer.pdf)
- MMA Understanding Mobile Marketing Guide (http://www.mmaglobal.com/mobilemarketing102.pdf)
- Telephone Consumer Protection Act (per PDF document) http://www.the-dma.org/guidelines/tcpa.shtml
- MMA Off Portal – An Introduction to the Market Opportunity (http://www.mmaglobal.com/offportal.pdf)
- TRUSTe (http://www.truste.org/)

Contact Us

For more information, please contact the Mobile Marketing Association at:

Mobile Marketing Association
Email: mma@mmaglobal.com
Phone: +1.303.415.2550
Fax: +1.303.499.0952
www.mmaglobal.com

Glossary of Terms

The MMA maintains a nomenclature glossary of all terms within MMA guidelines, education documents and research. The glossary is available at http://www.mmaglobal.com/glossary.pdf