		No.	Infringement	Explanation of Action Required
			A Guide to Compliance on the Telstra, and VHA Networks: Message Flow	
Subscription Request	***Programme***	1	Failure to send subscription request message 4.4.1	**Send subscription request message, instructing customer to send MO message to shortcode.** In response to a customer's request to opt into a subscription service, content providers must send a subscription request message asking the customer to confirm his or her wish to participate. To trigger a content provider's subscription request message, the customer's request must originate from a subscription mechanism other than a mobile phone, WAP push message, or IVR (e.g., customer enters mobile phone number into MSISDN-submit field in online ad).
		2	Multiple subscription request messages resent 4.4.8	**Resend *only one* subscription request message and *only* within *one* hour of first subscription request message sent.** When a customer fails to reply to a subscription request message with an MO message, content providers may resend the subscription request message. However, content providers may resend *only one* subscription request message within *one* hour of the first subscription message sent to the customer.
		T3	Failure to impose charge for MO message Telstra rule	**Impose nominal charge for all MO messages so they appear on customer's bill.**
		4	Unapproved carrier [Telstra, VHA] endorsement or use of carrier name 4.4.1	**Remove carrier endorsement or carrier name.** Unless the carrier has given express permission to represent that it endorses a product or service on offer, or that the product or service may bear the carrier's name, the content provider may not make such a representation.
		5	Misrepresentation of product offering 3.1.2	**Display references to product type accurately, consistently, among all messages and ad.** This infringement targets message flows that refer to an entirely different product or service than is offered in the ad from which the messages were generated. A message that refers to chat, for example, but was generated from an ad for downloadable content will be cited accordingly. This infringement is applied, as well, to two or more messages in the same flow that contradict one another regarding product type.
		6	Misrepresentation of product quantity 3.1.2	**Display product quantity accurately, consistently, among all messages and ad.** This infringement targets message flows that refer to a different product quantity for the stated purchase price than is offered in the ad from which the messages were generated. A message flow that refers to "3 msgs/week," for example, but was generated from an ad claiming customers will receive "daily" horoscopes, will be cited accordingly. This infringement is applied, as well, to two or more messages in the same flow that contradict one another regarding product quantity. All references to product quantity must be consistent throughout the message flow and the associated ad.
		7	No message quantity 4.4.1	**Display actual message quantity for which customer will be billed per charge period.** Before opting into a subscription offer, customers must be informed of the number of messages for which they can expect to be billed per charge period. An offer for a trivia game subscription priced at $2.50 per message, for example, must make clear that customers can expect to be charged for "three trivia questions per week" or "five puzzles every week," whatever the case might be.
		8	Duplicate double opt-in keyword 4.4.6	**Ensure double opt-in keyword is unique for shortcode and service.** Content providers must ensure that the double opt-in keyword in a subscription request message is not the same as the keyword used to trigger the subscription request message, as displayed in an advertisement for that same service.
		9	Double opt-in keyword fails to express clear and positive intention to proceed 4.4.6	**Ensure word used as double opt-in keyword is expression indicating clear and positive intention to proceed**. Content providers must ensure that any word used as a double opt-in keyword is an expression indicating the customer's clear and positive intention to proceed with the subscription service. Examples of acceptable keywords include "okay", "ok", "yes", "games", and "ringtones". Examples of unacceptable keywords include "Y", "what", and "who".

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		No.	Infringement	Explanation of Action Required
A Guide to Compliance on the Telstra, and VHA Networks: Message Flow				
Subscription Request continued	*Programme* continued	10	Double opt-in keyword displayed within insufficient proximity to pricing and subscription charge period 4.4.2	**Display double opt-in keyword within close proximity to pricing and subscription charge period with no unnecessary text.** To satisfy the requirements pertaining to close proximity, a content provider or aggregator may include the service name, call-to-action, or both between or among the pricing, subscription charge period, and double opt-in keyword. However, the inclusion of any other text between or among these elements is considered unnecessary and is subject to citation. Examples of acceptable message ordering include "service name, pricing, charge period, double opt-in keyword, unsubscribe information, helpline"; "service name, double opt-in keyword, pricing, charge period, unsubscribe information, helpline"; and "pricing, charge period, double opt-in keyword, service name, helpline, unsubscribe information."
		11	Subscription request message resent later than permissible 4.4.8	**Resend *only one* subscription request message and *only* within *one* hour of first subscription request message sent.** When a customer fails to reply to a subscription request message with an MO message, content providers may resend the subscription request message. However, content providers may resend *only one* subscription request message within *one* hour of the first subscription message sent to the customer.
		12	Failure to preface subscription request message with "FreeMsg" 4.4.1	**Preface all subscription request messages with "FreeMsg."** The subscription request message must always be sent at no charge to the customer. The fact that the customer incurs no charge is indicated clearly by prefacing the message with "FreeMsg."
		13	Failure to identify service 4.4.1; 4.4.9	**Display service name in message body or header.** Because a customer might opt into more than one service within a small space of time, thereby triggering multiple message flows for different products, services, or both, content providers must indicate clearly in their message flows the name of the related service. Moreover, the service name must not contradict the nature of the product or service on offer. See also No. 14.
		14	Failure to identify service clearly 4.4.1; 4.4.9	**Display service name in message body or header and consistently in all messages and ad.** Content providers must ensure that they display the service name consistently throughout all messages and the ad from which the flow was generated. A message flow that displays the service name alternatively as, for example, "Giant Ringtone Bonanza," "GRB," and "GRB club" will be cited for this infringement. At the same time, a message flow that displays the service name consistently throughout, yet fails to display the same service name that appears in the ad from which the message flow was generated, also will be cited for this infringement. All references to service name must be consistent throughout the message flow and the associated ad. Moreover, the service name must not contradict the nature of the product or service on offer.
		15	Failure to disclose clearly duration of "free" period 3.1.14	**State clearly duration of period during which service is delivered free of charge.** Content providers using the term "free" or equivalent (e.g., complimentary) in their advertisements promoting an offer with an introductory phase at no cost must ensure the duration of the "free" period is stated clearly in associated subscription request messages. Examples of acceptable language include "first three messages free, then $3.25/msg pair" and "first month free, then $6.50/month."
	Pricing	16	No pricing 4.4.1	**Display full, accurate pricing in prescribed format: $XX.XX.** Before opting into a subscription offer, customers must be informed of the associated purchase price. Content providers are obligated to disclose the full, accurate pricing, including signup cost if applicable, in the subscription request message. The prescribed format for pricing comprises the appropriate figures, with decimal point (not a comma) as necessary, preceded by the dollar sign ($). Pricing under $1.00 may be expressed either in the prescribed format above (e.g., $0.55) or may be expressed in cents (e.g., 55 cents, 55¢, or 55c). See also Nos. 17, 18, and 19.

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		No.	Infringement	Explanation of Action Required
Subscription Request *continued*	Pricing *continued*	17	No mention of signup cost 4.4.1	**Disclose signup cost.** Before opting into a subscription offer, customers must be informed of the associated purchase price, including any signup cost, or joining fee, imposed. Unclear or vague references to signup cost are unacceptable. Consequently, "$3sig" would trigger this infringement as would "$4.00 twice per week plus one off club joining fee at the same price" and "$6.6/wk, 2 msg join."
		18	Unclear pricing 4.4.1	**Display full and correct pricing in prescribed format: $XX.XX.** Before opting into an offer, customers must be informed of the associated purchase price, including any signup cost, or joining fee, imposed. The prescribed format for pricing comprises the appropriate figures, with decimal point (not a comma) as necessary, preceded by the dollar sign ($). Attempts to obscure pricing or confuse customers with creative formats are unacceptable. Pricing under $1.00 may be expressed either in the prescribed format above (e.g., $0.55) or may be expressed in cents (e.g., 55 cents, 55¢, or 55c). Pricing consisting of a whole dollar amount may be expressed as either $X or $XX, without the decimal point (e.g., $1, $10). A few examples of pricing that trigger the infringement "unclear pricing" are as follows: "10$"; "350 C"; "660c"; "AUD6.60"; "five dollars"; "$13,20"; "15.00 AUD." Unclear or vague references to signup cost also are unacceptable. Consequently, "$3sig" would trigger this infringement as would "$4.00 twice per week plus one off club joining fee at the same price" and "$6.6/wk, 2 msg join."
		19	Conflicting pricing 4.4.1	**Display pricing accurately, consistently, in prescribed format in all messages and ad: $XX.XX.** Before opting into a subscription offer, customers must be informed of the associated purchase price. Content providers must ensure that they display pricing details consistently throughout all messages and the ad from which the flow was generated. Therefore, this infringement is applied to two or more messages in the same flow that contradict one another or the associated ad regarding pricing.
		20	Use of the term *free*, implying product comes without charge 3.1.14	**Remove the term *free*.** Messages sent as part of a subscription service that refer to *free* bonus content but fail also to display the purchase price for the primary product or service offered can be unclear, confusing, or even deceptive because customers might believe the primary offer is free of charge. In addition to being cited for displaying the term *free*, such messages are cited for "no pricing."
	Subscription	21	No subscription disclosure 4.4.3	**Disclose subscription nature of offer at start of message by displaying word *subscribe* or *subscription* in subscription request or subscription confirmation message**. On opting into a subscription offer, customers must be informed of the recurring nature of the associated charges. Therefore, the word *subscribe* or *subscription* must be displayed in either the subscription request or subscription confirmation message.
		22	No subscription charge period 4.4.1	**Display subscription charge period.** Before opting into a subscription offer, customers must be informed of the recurring nature of the associated charges and the billing frequency, or charge period. Charge period might be expressed as, for example, "per day," "per week," or "per month." In the case of chat or other text services, the charge period might be expressed as "per message." Acceptable abbreviations for charge period include "/day"; "/week," "/wk," and "per wk"; "/month," "/mth," and "per mth"; "/msg" and "per msg." The carriers regard the abbreviations "pd," "pm," "pwk," "pmth," "pmsg," "pp," "per pair," "/pair," "s/r," and "sr" as unclear and, hence, unacceptable.
		23	Unclear subscription charge period 4.4.1	**Express subscription charge period per time interval such as day, week, or month.** Charge period might be expressed as, for example, "per day," "per week," or "per month." In the case of chat or other text services, the charge period might be expressed as "per message." Acceptable abbreviations for charge period include "/day"; "/week," "/wk," and "per wk"; "/month," "/mth," and "per mth"; "/msg" and "per msg." The carriers regard the abbreviations "pd," "pm," "pwk," "pmth," "pmsg," "pp," "per pair," "/pair," "s/r," and "sr" as unclear and, hence, unacceptable.

The top header spanning the table reads:

A Guide to Compliance on the Telstra, and VHA Networks: Message Flow

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		No.	Infringement	Explanation of Action Required
Subscription Request *continued*	***T&Cs***	24	No local-charge or free-call Helpline number 4.4.1	**Display local-charge or free-call Helpline number.** So customers recognise these numbers as a source of assistance, they may be labeled as "Help," "Helpline," "Info," or "Customer Service," for example, or alternatively with the content provider's complete name. Also acceptable is "Need help? Call [1300 XXX XXX]."
		25	Alphanumeric Helpline number 4.4.1	**Display local-charge or free-call Helpline number entirely in numerals (no letters).** Because numbers can be associated with different letters across handsets, or, in fact, no letters at all, alphanumeric Helpline numbers are unclear and can be misleading for customers. Although 1800 WIN BIG would mean 1800 946 244 to a Nokia handset user, for example, it would mean nothing to a BlackBerry user because some letters are unassociated with any numbers on the handset. Therefore, so all customers have easy access to customer care, Helpline numbers must be displayed entirely in numeric format. See also No. 24.
		26	No unsubscribe information 4.4.1	**Display unsubscribe information as "Text [Send, SMS, or Reply] STOP to [shortcode]."** Customers must be permitted to unsubscribe from any service *at any time*, and content providers must give customers the information they need to do so. Moreover, content providers must *always* allow customers the option of canceling their subscription by sending a free standard dedicated SMS. This instruction must include 1) the action word *Text*, *Send*, *SMS*, or *Reply*; 2) the keyword *STOP*; and 3) the shortcode itself (e.g., 199777) if that shortcode differs from the one used for the subscription request message. The content provider may allow a choice of keywords (e.g., *Unsubscribe*, *End*, *Quit*), one of which must be *STOP*. Keywords such as *Stopmusic* or *End Club*, without the simple option *STOP*, are unacceptable. See also No. 27.
		27	Unclear unsubscribe information 4.4.1	**Display unsubscribe information as "Text [Send, SMS, or Reply] STOP to [shortcode]."** Customers must be permitted to unsubscribe from any service *at any time*, and content providers must give customers the information they need to do so. This infringement targets messages that fail to include in the unsubscribe information *all* the required elements: 1) action word; 2) keyword; and, when required, 3) opt-out shortcode. Examples of opt-out information that trigger the infringement "unclear opt-out information" include "Send STOP to stop"; "Stop to end"; "STOP ALL to 199777." See also No. 26.
		28	Incorrect unsubscribe information 4.4.1	**Display STOP as unsubscribe command.** Customers must be permitted to unsubscribe from any service *at any time*, and content providers must give customers the information they need to do so. This infringement targets messages that fail to include among opt-out keywords the simple option *STOP*. See also No. 26.
		29	Unsubscribe information positioned incorrectly 4.4.2	**Display unsubscribe information *after* service name, pricing, charge period, and double opt-in keyword.** Content providers must display the unsubscribe information at the end of the subscription request message. Examples of acceptable message ordering include "service name, pricing, charge period, double opt-in keyword, unsubscribe information, helpline"; "service name, double opt-in keyword pricing, charge period, unsubscribe information, helpline"; and "pricing, charge period, double opt-in keyword, service name, helpline, unsubscribe information."
		30	Helpline number positioned incorrectly 4.4.2	**Display local-charge or free-call Helpline number *after* service name, pricing, charge period, and double opt-in keyword.** Content providers must display the local-charge or free-call Helpline number at the end of the subscription request message. Examples of acceptable message ordering include "service name, pricing, charge period, double opt-in keyword, unsubscribe information, helpline"; "service name, double opt-in keyword pricing, charge period, unsubscribe information, helpline"; and "pricing, charge period, double opt-in keyword, service name, helpline, unsubscribe information."

Title: A Guide to Compliance on the Telstra, and VHA Networks: Message Flow

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		No.	Infringement	Explanation of Action Required
			A Guide to Compliance on the Telstra, and VHA Networks: Message Flow	
Subscription Confirmation	*Programme*	31	Failure to send subscription confirmation message within one business day of receiving customer opt-in MO 4.4.4	**Send subscription confirmation message within one business day of receiving customer opt-in MO.** In response to a customer's MO confirming his or her wish to participate in a subscription service, content providers must send, within one business day, a subscription confirmation message verifying the customer's subscription. Only after having sent this message may the content provider begin supplying, and charging the customer for, the service.
		32	Failure to require double opt-in 4.4.4b	**Require customer to send MO message to shortcode before sending billed MT.**
		33	Failure to send subscription confirmation message before other service messages 4.4.4	**Send subscription confirmation message before other subscription service messages.** In response to a customer's MO confirming his or her wish to participate in a subscription service, content providers must send a subscription confirmation message verifying the customer's subscription. Only after having sent this message may the content provider begin supplying, and charging the customer for, the service. Content providers who fail to send the subscription confirmation message before other messages sent as part of the subscription service will be cited for this infringement.
		34	Subscription confirmation message sent as paid message, without content 4.4.5	**Include content with subscription confirmation message, if sent as paid message.** Content providers may include the subscription confirmation message as part of the first paid message in a subscription service. However, if a content provider elects to send the subscription confirmation message as part of the first paid message, the message must contain content in addition to the subscription confirmation message. The action required to correct this infringement means that a content provider must send content along with the required subscription confirmation message. Alternatively, a content provider can send the subscription confirmation message as a free, standalone message.
		35	Subscription confirmation message sent as WAP push 4.3.4; 4.4.5	**Send subscription confirmation message as standard SMS message only.**
		36	Unapproved carrier [Telstra, VHA] endorsement or use of carrier name 4.4.4	**Remove carrier endorsement or carrier name.** Unless the carrier has given express permission to represent that it endorses a product or service on offer, or that the product or service may bear the carrier's name, the content provider may not make such a representation.
		37	Misrepresentation of product offering 3.1.2	**Display references to product type accurately, consistently, among all messages and ad.** This infringement targets message flows that refer to an entirely different product or service than is offered in the ad from which the messages were generated. A message that refers to chat, for example, but was generated from an ad for downloadable content will be cited accordingly. This infringement is applied, as well, to two or more messages in the same flow that contradict one another regarding product type.
		38	Misrepresentation of product quantity 3.1.2	**Display product quantity accurately, consistently, among all messages and ad.** This infringement targets message flows that refer to a different product quantity for the stated purchase price than is offered in the ad from which the messages were generated. A message flow that refers to "3 msgs/week," for example, but was generated from an ad claiming customers will receive "daily" horoscopes, will be cited accordingly. This infringement is applied, as well, to two or more messages in the same flow that contradict one another regarding product quantity. All references to product quantity must be consistent throughout the message flow and the associated ad.
		V39	Contains unauthorised marketing elements 3.1.23	**Remove unauthorised marketing elements from subscription confirmation message.** Content providers are prohibited from including in the subscription confirmation message any inducement for the customer to opt into another, unrelated service unless the ad from which the subscription confirmation message was generated states clearly that customers will receive marketing messages and displays instructions for opting out of those messages. Content providers must not market to any customer who declines this option or who accepts the option and at a later time opts out of receiving marketing messages.

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		No.	Infringement	Explanation of Action Required
				A Guide to Compliance on the Telstra, and VHA Networks: Message Flow
Subscription Confirmation *continued*	**Programme** *continued*	T40	Contains marketing elements Telstra rule	**Remove marketing elements from all purchase confirmation messages.** Content providers are prohibited from including in the subscription confirmation message any inducement for the customer to opt into another, unrelated service.
		41	Failure to identify service 4.4.9	**Display service name in message body or header.** Because a customer might opt into more than one service within a small space of time, thereby triggering multiple message flows for different products, services, or both, content providers must indicate clearly in their message flows the name of the related service. Moreover, the service name must not contradict the nature of the product or service on offer. See also No. 42.
		42	Failure to identify service clearly 4.4.9	**Display service name in message body or header and consistently among all messages and ad.** Content providers must ensure that they display the service name consistently throughout all messages and the ad from which the flow was generated. A message flow that displays the service name alternatively as, for example, "Giant Ringtone Bonanza," "GRB," and "GRB club" will be cited for this infringement. At the same time, a message flow that displays the service name consistently throughout, yet fails to display the same service name that appears in the ad from which the message flow was generated, also will be cited for this infringement. All references to service name must be consistent throughout the message flow and the associated ad. Moreover, the service name must not contradict the nature of the product or service on offer.
	Subscription	43	No subscription disclosure 4.4.3	**Disclose subscription nature of offer at start of message by displaying word** *subscribe* **or** *subscription* **in subscription request or subscription confirmation message.** On opting into a subscription offer, customers must be informed of the recurring nature of the associated charges. Therefore, the word *subscribe* or *subscription* must be displayed in either the subscription request or subscription confirmation message.
Non-subscription WAP Purchase	**Programme**	44	Failure to send purchase confirmation message 4.3.2	**Send purchase confirmation message, instructing customer to send MO message to shortcode.** In response to a customer's request to opt into a non-subscription WAP-billed service, content providers must send a purchase confirmation message verifying the customer's opt-in. To trigger this type of content provider's purchase confirmation message, the customer's request must originate from a subscription mechanism (e.g., link) contained in a marketing message sent via WAP push. Only after having sent this message may the content provider begin supplying, and charging the customer for, the product or service.
		45	Unapproved carrier [Telstra, VHA] endorsement or use of carrier name 4.3.2	**Remove carrier endorsement or carrier name.** Unless the carrier has given express permission to represent that it endorses a product or service on offer, or that the product or service may bear the carrier's name, the content provider may not make such a representation.
		46	Contains unauthorised marketing elements 3.1.23	**Remove unauthorised marketing elements from purchase confirmation message.** Content providers are prohibited from including in the purchase confirmation message any inducement for the customer to opt into another, unrelated service unless the ad from which the purchase confirmation message was generated states clearly that customers will receive marketing messages and displays instructions for opting out of those messages. Content providers must not market to any customer who declines this option or who accepts the option and at a later time opts out of receiving marketing messages.
		47	Failure to preface purchase confirmation message with "FreeMsg" 4.3.2	**Preface all purchase confirmation messages with "FreeMsg."** The non-subscription WAP purchase confirmation message must always be sent at no charge to the customer. The fact that the customer incurs no charge is indicated clearly by prefacing the message with "FreeMsg."

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		No.	Infringement	Explanation of Action Required
Non-subscription WAP Purchase Confirmation *continued*	***Programme*** *continued*	48	Failure to identify service 4.3.2	**Display service name.** Because a customer might opt into more than one service within a small space of time, thereby triggering multiple message flows for different products, services, or both, content providers must indicate clearly in their message flows the name of the related service. Moreover, the service name must not contradict the nature of the product or service on offer. See also No. 49.
		49	Failure to identify service clearly 4.3.2	**Display service name consistently in all messages and ad.** Content providers must ensure that they display the service name consistently throughout all messages and the ad from which the flow was generated. A message flow that displays the service name alternatively as, for example, "Pik-A-Vid" and "Chooz your Chick" will be cited for this infringement. At the same time, a message flow that displays the service name consistently throughout, yet fails to display the same service name that appears in the ad from which the message flow was generated, also will be cited for this infringement. All references to service name must be consistent throughout the message flow and the associated ad. Moreover, the service name must not contradict the nature of the product or service on offer.
		50	Multiple purchase confirmation messages 4.3.2	**Refrain from sending more than one purchase confirmation message per customer request.**
	Pricing	51	No pricing 4.3.2	**Display full, accurate pricing in prescribed format: $XX.XX.** On opting into an offer, customers must be reminded of the associated purchase price. Content providers are obligated to disclose the full, accurate pricing in the non-subscription WAP purchase confirmation message. The prescribed format for pricing comprises the appropriate figures, with decimal point (not a comma) as necessary, preceded by the dollar sign ($). Pricing under $1.00 may be expressed either in the prescribed format above (e.g., $0.55) or may be expressed in cents (e.g., 55 cents, 55¢, or 55c). See also Nos. 52 and 53.
		52	Unclear pricing 4.3.2	**Display full, accurate pricing in prescribed format: $XX.XX.** On opting into an offer, customers must be reminded of the associated purchase price imposed. The prescribed format for pricing comprises the appropriate figures, with decimal point (not a comma) as necessary, preceded by the dollar sign ($). Attempts to obscure pricing or confuse customers with creative formats are unacceptable. Pricing under $1.00 may be expressed either in the prescribed format above (e.g., $0.55) or may be expressed in cents (e.g., 55 cents, 55¢, or 55c). Pricing consisting of a whole dollar amount may be expressed as either $X or $XX, without the decimal point (e.g., $1, $10). Examples of pricing that trigger the infringement "unclear pricing" include "10$"; "350 C"; "660c"; "AUD6.60"; "five dollars"; "$13,20"; "15.00 AUD."
		53	Conflicting pricing 4.3.2	**Display pricing accurately, consistently, in prescribed format among all messages and ad: $XX.XX.** On opting into an offer, customers must be reminded of the associated purchase price. Content providers must ensure that they display pricing details consistently throughout all messages and the ad from which the flow was generated. Therefore, this infringement is applied to two or more messages in the same flow that contradict one another or the associated ad regarding pricing.
	T&Cs	54	Use of the term *free*, implying product comes without charge 3.1.14	**Remove the term *free*.** Messages sent as part of a non-subscription service that refer to *free* bonus content but fail also to display the purchase price for the primary product or service offered can be unclear, confusing, or even deceptive because customers might believe the primary offer is free of charge. In addition to being cited for displaying the term *free*, such messages are cited for "no pricing."

Table title (spanning): **A Guide to Compliance on the Telstra, and VHA Networks: Message Flow**

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		No.	Infringement	Explanation of Action Required
			A Guide to Compliance on the Telstra, and VHA Networks: Message Flow	
Non-sub. WAP cont.	**T&Cs** *continued*	55	No local-charge or free-call Helpline number 4.3.2	**Display local-charge or free-call Helpline number.** So customers can recognise these numbers as a source of assistance, they must be labeled clearly as "Help," "Helpline," "Info," or "Customer Service," for example, or alternatively with the content provider's complete name. Also acceptable is "Need help? Call [1300 XXX XXX]."
		56	Alphanumeric Helpline number 4.3.2	**Display local-charge or free-call Helpline number entirely in numerals (no letters).** Because numbers can be associated with different letters across handsets, or, in fact, no letters at all, alphanumeric Helpline numbers are unclear and can be misleading for customers. Although 1800 WIN BIG would mean 1800 946 244 to a Nokia handset user, for example, it would mean nothing to a BlackBerry user because some letters are unassociated with any numbers on the handset. Therefore, so all customers have easy access to customer care, Helpline numbers must be displayed entirely in numeric format. See also No. 55.
$30 Expenditure Update	**Programme**	57	Failure to send $30 expenditure update 4.3.4; 4.4.11	**Send expenditure update each time customer incurs $30 in mobile content fees during single calendar month.**
		58	$30 expenditure update sent as WAP push 4.3.4; 4.4.11	**Send $30 expenditure updates as standard SMS message only.**
		59	Unapproved carrier [Telstra, VHA] endorsement or use of carrier name 4.3.5; 4.4.12	**Remove carrier endorsement or carrier name.** Unless the carrier has given express permission to represent that it endorses a product or service on offer, or that the product or service may bear the carrier's name, the content provider may not make such a representation.
		V60	Contains unauthorised marketing elements 3.1.23	**Remove unauthorised marketing elements from $30 expenditure update.** Content providers are prohibited from including in the $30 expenditure update any inducement for the customer to opt into another, unrelated service unless the ad from which the $30 expenditure update was generated states clearly that customers will receive marketing messages and displays instructions for opting out of those messages. Content providers must not market to any customer who declines this option or who accepts the option and at a later time opts out of receiving marketing messages.
		61	Failure to preface expenditure update with "FreeMsg" 4.3.5; 4.4.12	**Preface all expenditure updates with "FreeMsg."** The $30 expenditure update must always be sent at no charge to the customer. The fact that the customer incurs no charge is indicated clearly by prefacing the message with "FreeMsg."
		T62	Contains marketing elements Telstra rule	**Remove marketing elements from all reminders and updates.** Content providers are prohibited from including in $30 expenditure updates any inducement for the customer to opt into another, unrelated service.
		63	Failure to identify service 4.3.5; 4.4.12; 4.4.9	**Display service name or shortcode in message body or header.** Because a customer might opt into more than one service within a small space of time, thereby triggering multiple message flows for different products, services, or both, content providers must indicate clearly in their message flows the name of the related service. Moreover, the service name must not contradict the nature of the product or service on offer. See also No. 64.
		64	Failure to identify service clearly 4.3.5; 4.4.12; 4.4.9	**Display service name in message body or header and consistently among all messages and ad.** Content providers must ensure that they display the service name consistently throughout all messages and the ad from which the flow was generated. A message flow that displays the service name alternatively as, for example, "Pik-A-Vid" and "Chooz your Chick" will be cited for this infringement. At the same time, a message flow that displays the service name consistently throughout, yet fails to display the same service name that appears in the ad from which the message flow was generated, also will be cited for this infringement. All references to service name must be consistent throughout the message flow and the associated ad. Moreover, the service name must not contradict the nature of the product or service on offer.

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		No.	Infringement	Explanation of Action Required
			A Guide to Compliance on the Telstra, and VHA Networks: Message Flow	
$30 Expenditure Update *cont.*	*Subscription*	65	No subscription disclosure 4.4.12	**Disclose subscription nature of offer.** When sending a $30 expenditure update, content providers must remind customers of the recurring nature of the charges associated with the product or service. Because the number of characters permitted in a message is limited, the message need not display the word *subscribe* or *subscription* as required in ads. Instead, the message may make clear the recurring nature of the charges by displaying the basis for calculating charges, such as per day, week, or month. Acceptable abbreviations for conveying the subscription concept include "/day"; "/week," "/wk," and "per wk"; "/month," "/mth," and "per mth." The carriers regard the abbreviations "pd," "pm," "pwk," and "pmth" as unclear and, hence, unacceptable.
	T&Cs	66	No local-charge or toll-free Helpline number [subscription services only] 4.4.12	**Display local-charge or free-call Helpline number.** So customers recognise these numbers as a source of assistance, they may be labeled as "Help," "Helpline," "Info," or "customer service," for example, or alternatively with the content provider's complete name. Also acceptable is "Need help? Call [1300 XXX XXX]."
		67	Alphanumeric Helpline number [subscription services only] 4.4.12	**Display local-charge or free-call Helpline number entirely in numerals (no letters).** Because numbers can be associated with different letters across handsets, or, in fact, no letters at all, alphanumeric Helpline numbers are unclear and can be misleading for customers. Although 1800 WIN BIG would mean 1800 946 244 to a Nokia handset user, for example, it would mean nothing to a BlackBerry user because some letters are unassociated with any numbers on the handset. Therefore, so all customers have easy access to customer care, Helpline numbers must be displayed entirely in numeric format. See also No. 66.
		68	No unsubscribe information [subscription services only] 4.4.12	**Display unsubscribe information as "Text [Send, SMS, or Reply] STOP to [shortcode]."** Customers must be permitted to unsubscribe from any service *at any time*, and content providers must give customers the information they need to do so. Moreover, content providers must *always* allow customers the option of canceling their subscription by sending a free standard dedicated SMS. This instruction must include 1) the action word *Text*, *Send*, *SMS*, or *Reply*; 2) the keyword *STOP*; and 3) the shortcode itself (e.g., 199777) if that shortcode differs from the one used for the subscription confirmation message. The content provider may allow a choice of keywords (e.g., *Unsubscribe*, *End*, *Quit*), one of which must be *STOP*. Keywords such as *Stopmusic* or *End Club*, without the simple option *STOP*, are unacceptable. See also No. 69.
		69	Unclear unsubscribe information [subscription services only] 4.4.12	**Display unsubscribe information as "Text [Send, SMS, or Reply] STOP to [shortcode]."** Customers must be permitted to unsubscribe from any service *at any time*, and content providers must give customers the information they need to do so. This infringement targets messages that fail to include in the unsubscribe information *all* the required elements: 1) action word; 2) keyword; and, when required, 3) opt-out shortcode. Examples of opt-out information that trigger the infringement "unclear opt-out information" include "Send STOP to stop"; "Stop to end"; "STOP ALL to 199777." See also No. 70.
		70	Incorrect unsubscribe information [subscription services only] 4.4.12	**Display STOP as unsubscribe command.** Customers must be permitted to unsubscribe from any service *at any time*, and content providers must give customers the information they need to do so. This infringement targets messages that fail to include among opt-out keywords the simple option *STOP*. See also No. 68.
30-Day Rem	*Programme*	71	Failure to send 30-day reminder 4.4.13	**Send 30-day reminder to subscription customers who have not had occasion to receive $30 expenditure update during single calendar month.**
		72	30-day reminder sent as WAP push 4.4.13	**Send 30-day reminders as standard SMS message only.**
		73	Unapproved carrier [Telstra, VHA] endorsement or use of carrier name 4.4.14	**Remove carrier endorsement or carrier name.** Unless the carrier has given express permission to represent that it endorses a product or service on offer, or that the product or service may bear the carrier's name, the content provider may not make such a representation.

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		No.	Infringement	Explanation of Action Required
A Guide to Compliance on the Telstra, and VHA Networks: Message Flow				
30-Day Reminder [subscription only] continued	*Programme continued*	V74	Contains unauthorised marketing elements 3.1.23	**Remove unauthorised marketing elements from 30-day reminder.** Content providers are prohibited from including in the 30-day reminder any inducement for the customer to opt into another, unrelated service unless the ad from which the 30-day reminder was generated states clearly that customers will receive marketing messages and displays instructions for opting out of those messages. Content providers must not market to any customer who declines this option or who accepts the option and at a later time opts out of receiving marketing messages.
		75	Failure to preface reminder with "FreeMsg" 4.4.14	**Preface all reminders with "FreeMsg."** The 30-day reminder must always be sent at no charge to the customer. The fact that the customer incurs no charge is indicated clearly by prefacing the message with "FreeMsg."
		T76	Contains marketing elements Telstra rule	**Remove marketing elements from all reminders and updates.** Content providers are prohibited from including in 30-day reminders any inducement for the customer to opt into another, unrelated service.
		77	Failure to identify service 4.4.14; 4.4.9	**Display service name or shortcode in message body or header.** Because a customer might opt into more than one service within a small space of time, thereby triggering multiple message flows for different products, services, or both, content providers must indicate clearly in their message flows the name of the related service. Moreover, the service name must not contradict the nature of the product or service on offer.
		78	Failure to identify service clearly 4.4.14; 4.4.9	**Display service name in message body or header and consistently in all messages and ad.** Content providers must ensure that they display the service name consistently throughout all messages and the ad from which the flow was generated. A message flow that displays the service name alternatively as, for example, "Giant Ringtone Bonanza," "GRB," and "GRB club" will be cited for this infringement. At the same time, a message flow that displays the service name consistently throughout, yet fails to display the same service name that appears in the ad from which the message flow was generated, also will be cited for this infringement. All references to service name must be consistent throughout the message flow and the associated ad. Moreover, the service name must not contradict the nature of the product or service on offer.
	Pricing	79	No pricing 4.4.14	**Display full, accurate pricing in prescribed format: $XX.XX.** Content providers are obligated to disclose the full, accurate pricing, including charge per MO message, MT message, or charge period, in 30-day reminders. The prescribed format for pricing comprises the appropriate figures, with decimal point (not a comma) as necessary, preceded by the dollar sign ($). Pricing under $1.00 may be expressed either in the prescribed format above (e.g., $0.55) or may be expressed in cents (e.g., 55 cents, 55¢, or 55c). See also Nos. 80 and 81.
		80	Conflicting pricing 4.4.14	**Display pricing accurately, consistently, in prescribed format among all messages and ad: $XX.XX.** Content providers must ensure that they display pricing details consistently throughout all messages and the ad from which the flow was generated. Therefore, this infringement is applied to two or more messages in the same flow that contradict one another or the associated ad regarding pricing.
		81	Unclear pricing 4.4.14	**Display full, accurate pricing in prescribed format: $XX.XX.** The prescribed format for pricing comprises the appropriate figures, with decimal point (not a comma) as necessary, preceded by the dollar sign ($). Attempts to obscure pricing or confuse customers with creative formats are unacceptable. Pricing under $1.00 may be expressed either in the prescribed format above (e.g., $0.55) or may be expressed in cents (e.g., 55 cents, 55¢, or 55c). Pricing consisting of a whole dollar amount may be expressed as either $X or $XX, without the decimal point (e.g., $1, $10).
				Examples of pricing that trigger the infringement "unclear pricing" include "10$"; "350 C"; "660c"; "AUD6.60"; "five dollars"; "$13,20"; "15.00 AUD."

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		No.	Infringement	Explanation of Action Required
A Guide to Compliance on the Telstra, and VHA Networks: Message Flow				
30-Day Reminder [subscription only] continued	***Pricing*** continued	82	Use of the term *free*, implying product comes without charge 3.1.14	**Remove the term *free*.** Messages sent as part of a subscription service that refer to *free* bonus content but fail also to display the purchase price for the primary product or service offered can be unclear, confusing, or even deceptive because customers might believe the primary offer is free of charge. In addition to being cited for displaying the term *free*, such messages are cited for "no pricing."
	Subscription	83	No subscription disclosure 4.4.14	**Disclose subscription nature of offer.** When sending a 30-day reminder, content providers must remind customers of the recurring nature of the charges associated with the product or service. Because the number of characters permitted in a message is limited, the message need not display the word *subscribe* or *subscription* as required in ads. Instead, the message may make clear the recurring nature of the charges by displaying the basis for calculating charges, such as per day, week, or month. Acceptable abbreviations for conveying the subscription concept include "/day"; "/week," "/wk," and "per wk"; "/month," "/mth," and "per mth." The carriers regard the abbreviations "pd," "pm," "pwk," and "pmth" as unclear and, hence, unacceptable.
		84	No subscription charge period 4.4.14	**Display subscription charge period.** When sending a 30-day reminder, content providers must remind customers of the recurring nature of the associated charges and the billing frequency, or charge period. Charge period might be expressed as, for example, "per day," "per week," or "per month." In the case of chat or other text services, the charge period might be expressed as "per message." Acceptable abbreviations for charge period include "/day"; "/week," "/wk," and "per wk"; "/month," "/mth," and "per mth"; "/msg" and "per msg." The carriers regard the abbreviations "pd," "pm," "pwk," "pmth," "pmsg," "pp," "per pair," "/pair," "s/r" and "sr" as unclear and, hence, unacceptable.
		85	Unclear subscription charge period 4.4.14	**Express subscription charge period per time interval such as day, week, or month.** Charge period might be expressed as, for example, "per day," "per week," or "per month." In the case of chat or other text services, the charge period might be expressed as "per message." Acceptable abbreviations for charge period include "/day"; "/week," "/wk," and "per wk"; "/month," "/mth," and "per mth"; "/msg" and "per msg." The carriers regard the abbreviations "pd," "pm," "pwk," "pmth," "pmsg," "pp," "per pair," "/pair," "s/r," and "sr" as unclear and, hence, unacceptable.
	T&Cs	86	No local-charge or free-call Helpline number 4.4.14	**Display local-charge or free-call Helpline number.** So customers recognise these numbers as a source of assistance, they may be labeled as "Help," "Helpline," "Info," or "Customer Service," for example, or alternatively with the content provider's complete name. Also acceptable is "Need help? Call [1300 XXX XXX]."
		87	Alphanumeric Helpline number 4.4.14	**Display local-charge or free-call Helpline number entirely in numerals (no letters).** Because numbers can be associated with different letters across handsets, or, in fact, no letters at all, alphanumeric Helpline numbers are unclear and can be misleading for customers. Although 1800 WIN BIG would mean 1800 946 244 to a Nokia handset user, for example, it would mean nothing to a BlackBerry user because some letters are unassociated with any numbers on the handset. Therefore, so all customers have easy access to customer care, Helpline numbers must be displayed entirely in numeric format. See also No. 86.
		88	No unsubscribe information 4.4.14	**Display unsubscribe information as "Text [Send, SMS, or Reply] STOP to [shortcode]."** Customers must be permitted to unsubscribe from any service *at any time*, and content providers must give customers the information they need to do so. Moreover, content providers must *always* allow customers the option of canceling their subscription by sending a free standard dedicated SMS. This instruction must include 1) the action word *Text*, *Send*, *SMS*, or *Reply*; 2) the keyword *STOP*; and 3) the shortcode itself (e.g., 199777) if that shortcode differs from the one used for the subscription confirmation message. The content provider may allow a choice of keywords (e.g., *Unsubscribe*, *End*, *Quit*), one of which must be *STOP*. Keywords such as *Stopmusic* or *End Club*, without the simple option *STOP*, are unacceptable. See also No. 89.

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		No.	Infringement	Explanation of Action Required
			A Guide to Compliance on the Telstra, and VHA Networks: Message Flow	
30-Day Reminder	**T&Cs** *continued*	89	Unclear unsubscribe information 4.4.14	**Display unsubscribe information as "Text [Send, SMS, or Reply] STOP to [shortcode]."** Customers must be permitted to unsubscribe from any service *at any time*, and content providers must give customers the information they need to do so. This infringement targets messages that fail to include in the unsubscribe information *all* the required elements: 1) action word; 2) keyword; and, when required, 3) opt-out shortcode. Examples of opt-out information that trigger the infringement "unclear opt-out information" include "Send STOP to stop"; "Stop to end"; "STOP ALL to 199777." See also No. 90.
		90	Incorrect unsubscribe information 4.4.14	**Display *STOP* as unsubscribe command.** Customers must be permitted to unsubscribe from any service *at any time*, and content providers must give customers the information they need to do so. This infringement targets messages that fail to include among opt-out keywords the simple option *STOP*. See also No. 88.
Chat Warning	**Programme**	91	Contains unauthorised marketing elements 3.1.23	**Remove unauthorised marketing elements from chat warning message.** Content providers are prohibited from including in the chat warning message any inducement for the customer to opt into another, unrelated service unless the ad from which the chat warning message was generated states clearly that customers will receive marketing messages and displays instructions for opting out of those messages. Content providers must not market to any customer who declines this option or who accepts the option and at a later time opts out of receiving marketing messages.
		92	Failure to send chat service warning message 4.1.8	**Send chat service warning message alerting customer to potential dangers of disclosing personal details via chat.**
		93	Failure to preface chat service warning message with "FreeMsg" Telstra rule; VHA rule	**Preface all chat service warning messages with "FreeMsg."** The chat warning message must always be sent at no charge to the customer. The fact that the customer incurs no charge is indicated clearly by prefacing the message with "FreeMsg."
		94	Failure to alert customer to potential dangers of disclosing personal details via chat 4.1.8	**Express in chat warning message potential dangers of disclosing personal details via chat.**
		95	Failure to identify service [subscription services only] 3.1.2; 4.4.9; Telstra rule	**Display service name in message body or header.** Because a customer might opt into more than one service within a small space of time, thereby triggering multiple message flows for different products, services, or both, content providers must indicate clearly in their message flows the name of the related service. Moreover, the service name must not contradict the nature of the product or service on offer. See also No. 96.
		96	Failure to identify service clearly [subscription services only] 3.1.2; 4.4.9; Telstra rule	**Display service name in message body or header and consistently in all messages and ad.** Content providers must ensure that they display the service name consistently throughout all messages and the ad from which the flow was generated. A message flow that displays the service name alternatively as, for example, "Cheeky Coeds" and "Coeds Outta Control!" will be cited for this infringement. At the same time, a message flow that displays the service name consistently throughout, yet fails to display the same service name that appears in the ad from which the message flow was generated, also will be cited for this infringement. All references to service name must be consistent throughout the message flow and the associated ad. Moreover, the service name must not contradict the nature of the product or service on offer.

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		No.	Infringement	Explanation of Action Required
A Guide to Compliance on the Telstra, and VHA Networks: Message Flow				
Chat Welcome [non-subscription only]	Programme	97	Failure to send chat service welcome message 4.3.6	**Send chat service welcome message.** The chat service welcome message serves as a purchase confirmation message for this non-subscription service, verifying the customer's opt-in.
		98	Contains unauthorised marketing elements 3.1.23	**Remove unauthorised marketing elements from chat welcome message.** Content providers are prohibited from including in the chat welcome message any inducement for the customer to opt into another, unrelated service unless the ad from which the chat welcome message was generated states clearly that customers will receive marketing messages and displays instructions for opting out of those messages. Content providers must not market to any customer who declines this option or who accepts the option and at a later time opts out of receiving marketing messages.
		99	Misrepresentation of product offering 3.1.2	**Display references to product type accurately, consistently, among all messages and ad.** This infringement targets chat welcome messages that refer to any product or service other than chat. A message that refers to downloadable content, for example, such as videos or wallpapers, will be cited accordingly.
		100	Misrepresentation of message quantity 3.1.2	**Display actual message quantity for which customer will be billed per charge period.** On opting into a chat service, customers must be informed of the number of messages for which they can expect to be billed per charge period. This infringement targets chat services priced per message (e.g., $.25 to send/$3.75 receive), for example, but that fail to disclose the fact customers will receive multiple messages for every one they send (e.g., "You will receive five messages for each one you send"). Customers expecting to be charged $4.00 for one message pair will be surprised when actually they are charged nearly five times that much, $19.00, for a single message exchange.
		101	Failure to identify service 4.3.6	**Display service name.** Because a customer might opt into more than one service within a small space of time, thereby triggering multiple message flows for different chat services, content providers must indicate clearly in their message flows the name of the related service. Moreover, the service name must not contradict the nature of the product or service on offer. See also No. 102.
		102	Failure to identify service clearly 4.3.6	**Display service name consistently in all messages and ad.** Content providers must ensure that they display the service name consistently throughout all messages and the ad from which the flow was generated. A message flow that displays the service name alternatively as, for example, "Cheeky Coeds" and "Coeds Outta Control!" will be cited for this infringement. At the same time, a message flow that displays the service name consistently throughout, yet fails to display the same service name that appears in the ad from which the message flow was generated, also will be cited for this infringement. All references to service name must be consistent throughout the message flow and the associated ad. Moreover, the service name must not contradict the nature of the product or service on offer.
		103	Failure to preface chat service welcome message with "FreeMsg" 4.3.6	**Preface all chat service welcome messages with "FreeMsg."** The chat service welcome message must always be sent at no charge to the customer. The fact that the customer incurs no charge is indicated clearly by prefacing the message with "FreeMsg."
	Pricing	104	No pricing 4.3.6	**Display full, accurate pricing in prescribed format: $XX.XX.** On opting into an offer, customers must be reminded of the associated purchase price. Content providers are obligated to disclose the full, accurate pricing in the chat service welcome message. The prescribed format for pricing comprises the appropriate figures, with decimal point (not a comma) as necessary, preceded by the dollar sign ($). Pricing under $1.00 may be expressed either in the prescribed format above (e.g., $0.55) or may be expressed in cents (e.g., 55 cents, 55¢, or 55c). See also Nos. 105 and 106.

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		No.	Infringement	Explanation of Action Required
Chat Welcome *[non-subscription only] continued*	**Pricing** *continued*	105	Unclear pricing 4.3.6	**Display full, accurate pricing in prescribed format: $XX.XX.** On opting into an offer, customers must be reminded of the associated purchase price imposed. Attempts to obscure pricing or confuse customers with creative formats are unacceptable. The prescribed format for pricing comprises the appropriate figures, with decimal point (not a comma) as necessary, preceded by the dollar sign ($).Pricing under $1.00 may be expressed either in the prescribed format above (e.g., $0.55) or may be expressed in cents (e.g., 55 cents, 55¢, or 55c). Pricing consisting of a whole dollar amount may be expressed as either $X or $XX, without the decimal point (e.g., $1, $10). Examples of pricing that trigger the infringement "unclear pricing" include "4$"; "350 C"; "660c"; "AUD2.25"; "two dollars"; "$13,20"; "15.00 AUD."
		106	Conflicting pricing 4.3.6	**Display pricing accurately, consistently, in prescribed format among all messages and ad: $XX.XX.** On opting into an offer, customers must be reminded of the associated purchase price. Content providers must ensure that they display pricing details consistently throughout all messages and the ad from which the flow was generated. Therefore, this infringement is applied to two or more messages in the same flow that contradict one another or the associated ad regarding pricing.
		107	Use of the term *free*, implying product comes without charge 3.1.14	**Remove the term *free*.** Messages sent as part of a non-subscription service that refer to *free* bonus content or messages but fail also to display the purchase price for the primary product or service offered can be unclear, confusing, or even deceptive because customers might believe the primary offer is free of charge. In addition to being cited for displaying the term *free*, such messages are cited for "no pricing."
	T&Cs	108	No local-charge or free-call Helpline number 4.3.6	**Display local charge or free-call Helpline number.** So customers can recognise these numbers as a source of assistance, they may be labeled as "Help," "Helpline," "Info," or "Customer Service," for example, or alternatively with the content provider's complete name. Also acceptable is "Need help? Call [1300 XXX XXX]."
		109	Alphanumeric Helpline number 4.3.6	**Display local-charge or free-call Helpline number entirely in numerals (no letters).** Because numbers can be associated with different letters across handsets, or, in fact, no letters at all, alphanumeric Helpline numbers are unclear and can be misleading for customers. Although 1800 WIN BIG would mean 1800 946 244 to a Nokia handset user, for example, it would mean nothing to a BlackBerry user because some letters are unassociated with any numbers on the handset. Therefore, so all customers have easy access to customer care, Helpline numbers must be displayed entirely in numeric format. See also No. 108.
		110	No charge period 4.3.6	**Display charge period.** Before opting into a non-subscription chat service, customers must be informed of the billing frequency, or charge period. In the case of chat, the charge period might be expressed as "per message" or "per message pair." Acceptable abbreviations for charge period include "/msg," "per msg," "/msg pair," "per msg pair," and "send/receive." See also No. 111.
		111	Unclear charge period 4.3.6	**Express charge period per message or per message pair.** Before opting into a non-subscription chat service, customers must be informed of the billing frequency, or charge period. In the case of chat, the charge period might be expressed as "per message" or "per message pair." Acceptable abbreviations for charge period include "/msg," "per msg," "/msg pair," "per msg pair," and "send/receive." The carriers regard the abbreviations "pm," "pwk," "pmsg," "pp," "per pair," "/pair," "s/r" and "sr" as unclear and, hence, unacceptable.
Paid	**Programme**	112	Failure to preface paid message with "$Msg" 5.2.8	**Preface all paid messages with "$Msg."** Content providers must preface with "$Msg" paid MT messages, including paid messages sent as part of a subscription service, as part of a chat service, and as one-off messages.

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		No.	Infringement	Explanation of Action Required
A Guide to Compliance on the Telstra, and VHA Networks: Message Flow				
Paid [including chat] continued	*Programme continued*	113	Failure to identify service [subscription services only] 4.4.9	**Display service name in message body or header.** Because a customer might opt into more than one service within a small space of time, thereby triggering multiple message flows for different products, services, or both, content providers must indicate clearly in their message flows the name of the related service. Moreover, the service name must not contradict the nature of the product or service on offer.
		114	Failure to identify service clearly [subscription services only] 4.4.9	**Display service name in message body or header and consistently among all messages and ad.** Content providers must ensure that they display the service name consistently throughout all messages and the ad from which the flow was generated. A message flow that displays the service name alternatively as, for example, "Giant Ringtone Bonanza," "GRB," and "GRB club" will be cited for this infringement. At the same time, a message flow that displays the service name consistently throughout, yet fails to display the same service name that appears in the ad from which the message flow was generated, also will be cited for this infringement. All references to service name must be consistent throughout the message flow and the associated ad. Moreover, the service name must not contradict the nature of the product or service on offer.
WAP Push Message	*Programme*	115	Failure to preface paid message with "$Msg" [paid messages only] 5.2.8	**Preface all paid messages with "$Msg."** Content providers must preface with "$Msg" paid MT messages, including paid messages sent as part of a subscription service, as part of a chat service, and as one-off messages.
		116	No local-charge or free-call Helpline number or shortcode 5.1.8	**Display local-charge or free-call Helpline number or shortcode.** This Infringement targets WAP push messages that fail to include a Helpline number, either local charge or free call, or a shortcode. To rectify the infringement, content providers must display the Helpline number or the shortcode in the message before the WAP Website URL.
		117	Local-charge or free-call Helpline number or shortcode positioned incorrectly 5.1.8	**Display local-charge or free-call Helpline number or shortcode *before* WAP Website URL.** This Infringement targets WAP push messages that fail to display a local-charge or free-call Helpline number or a shortcode before the WAP Website URL. To rectify the infringement, content providers must position the Helpline number or the shortcode in the message before the WAP Website URL.
		118	Failure to identify service [paid message subscription services only] 4.4.9	**Display service name in message body or header.** Because a customer might opt into more than one service within a small space of time, thereby triggering multiple message flows for different products, services, or both, content providers must indicate clearly in their message flows the name of the related service. Moreover, the service name must not contradict the nature of the product or service on offer.
		119	Failure to identify service clearly [paid message subscription services only] 4.4.9	**Display service name consistently among all messages (in both message body and header) and ad.** Content providers must ensure that they display the service name consistently throughout all messages and the ad from which the flow was generated. A message flow that displays the service name alternatively as, for example, "Giant Ringtone Bonanza," "GRB," and "GRB club" will be cited for this infringement. At the same time, a message flow that displays the service name consistently throughout, yet fails to display the same service name that appears in the ad from which the message flow was generated, also will be cited for this infringement. All references to service name must be consistent throughout the message flow and the associated ad. Moreover, the service name must not contradict the nature of the product or service on offer.

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		No.	Infringement	Explanation of Action Required
			A Guide to Compliance on the Telstra, and VHA Networks: Message Flow	
Single Purchase		120	Failure to require customer opt-in 5.1.2	**Require customer to send MO message to shortcode before sending billed MT.**
		121	Failure to preface paid message with "$Msg" 5.2.8	**Preface all paid messages with "$Msg".** Content providers must preface with "$Msg" paid MT messages sent as part of a single purchase.
		122	Misrepresentation of billed message quantity 3.1.2	**Ensure billed message quantity in message flow reflects billed message quantity in ad.** On purchasing a single product or service, customers must be informed of the number of billed messages for which they can expect to be charged. Content providers must ensure that the pricing information contained in an advertisement reflects the actual price of the product or service. Targeting services that advertise a product or service at one price but bill customers at another price, this infringement is applied when the number of billed MT messages contradicts the associated advertisement regarding pricing.
Reverse Charge		123	Failure to require customer opt-in [MO-initiated services only] 5.1.2	**Require customer to send MO message to shortcode before sending billed MT.** This infringement applies only to reverse charge billing services that require customers to send an MO message containing either a clear, positive request to be billed or the advertised keyword. It does not apply to reverse charge billing services with an IVR activation request mechanism.
		124	Failure to preface paid message with "$Msg" 5.2.8	**Preface all paid messages with "$Msg".** Content providers must preface with "$Msg" paid MT messages sent as part of a reverse charge billing service.
		125	Multiple MT messages triggered by single charge 5.2.3	**Send single MT message per charge to customer.** Content providers must not send multiple billed messages to a customer to trigger a single charge. The payment information in an advertisement must be billed to the customer as a single charge. However, if a charge is calculated on a fee-per-time-period basis, a content provider may bill the customer for each time period used.
Free Period	Programme	126	Failure to send message that "free" period is over 3.1.14	**Send message notifying customer that "free" period is over and charges will commence.**
		127	Contains unauthorised marketing elements 3.1.23	**Remove unauthorised marketing elements from "free" period message.** Content providers are prohibited from including in the "free" period message any inducement for the customer to opt into another, unrelated service unless the ad from which the "free" period message was generated states clearly that customers will receive marketing messages and displays instructions for opting out of those messages. Content providers must not market to any customer who declines this option or who accepts the option and at a later time opts out of receiving marketing messages.
		128	Failure to preface "free" period message with "FreeMsg" 3.1.14	**Preface all "free" period messages with "FreeMsg."** The free period message must always be sent at no charge to the customer. The fact that the customer incurs no charge is indicated clearly by prefacing the message with "FreeMsg."
	T&Cs	129	No local-charge or free-call Helpline number 3.1.14	**Display local-charge or free-call Helpline number.** So customers recognise these numbers as a source of assistance, they may be labeled as "Help," "Helpline," "Info," or "Customer Service," for example, or alternatively with the content provider's complete name. Also acceptable is "Need help? Call [1300 XXX XXX]."
		130	Alphanumeric Helpline number 3.1.14	**Display local-charge or free-call Helpline number entirely in numerals (no letters).** Because numbers can be associated with different letters across handsets, or, in fact, no letters at all, alphanumeric Helpline numbers are unclear and can be misleading for customers. Although 1800 WIN BIG would mean 1800 946 244 to a Nokia handset user, for example, it would mean nothing to a BlackBerry user because some letters are unassociated with any numbers on the handset. Therefore, so all customers have easy access to customer care, Helpline numbers must be displayed entirely in numeric format. See also No.124.

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		No.	Infringement	Explanation of Action Required
Free Period continued	T&Cs continued	131	No unsubscribe information 3.1.14	**Display unsubscribe information as "Text [Send, SMS, or Reply] STOP to [shortcode]."** Customers must be permitted to unsubscribe from any service *at any time*, and content providers must give customers the information they need to do so. Moreover, content providers must *always* allow customers the option of canceling their subscription by sending a free standard dedicated SMS. This instruction must include 1) the action word *Text*, *Send*, *SMS*, or *Reply*; 2) the keyword *STOP*; and 3) the shortcode itself (e.g., 199777) if that shortcode differs from the one used for the subscription confirmation message. The content provider may allow a choice of keywords (e.g., *Unsubscribe*, *End*, *Quit*), one of which must be *STOP*. Keywords such as *Stopmusic* or *End Club*, without the simple option *STOP*, are unacceptable. See also No. 127.
		132	Unclear unsubscribe information 3.1.14	**Display unsubscribe information as "Text [Send, SMS, or Reply] STOP to [shortcode]."** Customers must be permitted to unsubscribe from any service *at any time*, and content providers must give customers the information they need to do so. This infringement targets messages that fail to include in the unsubscribe information *all* the required elements: 1) action word; 2) keyword; and, when required, 3) opt-out shortcode. Examples of opt-out information that trigger the infringement "unclear opt-out information" include "Send STOP to stop"; "Stop to end"; "STOP ALL to 199777." See also No. 126.
		133	Incorrect unsubscribe information 3.1.14	**Display *STOP* as unsubscribe command.** Customers must be permitted to unsubscribe from any service *at any time*, and content providers must give customers the information they need to do so. This infringement targets messages that fail to include among opt-out keywords the simple option *STOP*. See also No. 126.
		134	Failure to disclose clearly duration of "free" period 3.1.14	**State clearly duration of period during which service is delivered free of charge.**
	Charges and Billing	135	No mention of impending charges 3.1.14	**Remind customer to expect impending charges and the amount in prescribed format: $XX.XX.** At the conclusion of the free period, customers must be reminded of the impending charges. Content providers are obligated to restate the full, accurate pricing, including signup cost if applicable, in the free period message. The prescribed format for pricing comprises the appropriate figures, with decimal point (not a comma) as necessary, preceded by the dollar sign ($). Pricing under $1.00 may be expressed either in the prescribed format above (e.g., $0.55) or may be expressed in cents (e.g., 55 cents, 55¢, or 55c). See also Nos. 131 and 132.
		136	Unclear impending charges 3.1.14	**State amount of impending charges clearly in prescribed format: $XX.XX.** At the conclusion of the free period, customers must be reminded of the impending charges. Content providers are obligated to restate the full, accurate pricing, including signup cost if applicable, in the free period message. The prescribed format for pricing comprises the appropriate figures, with decimal point (not a comma) as necessary, preceded by the dollar sign ($). Attempts to obscure pricing or confuse customers with creative formats are unacceptable. Pricing under $1.00 may be expressed either in the prescribed format above (e.g., $0.55) or may be expressed in cents (e.g., 55 cents, 55¢, or 55c). Examples of pricing that trigger the infringement "unclear pricing" are as follows: "10$"; "350 C"; "660c"; "AUD6.60"; "five dollars"; "$13,20"; "15.00 AUD."
		137	Conflicting impending charges 3.1.14	**Display impending charges accurately, consistently, in prescribed format: $XX.XX.** At the conclusion of the free period, customers must be reminded of the impending charges. Content providers are obligated to restate the full, accurate pricing, including signup cost if applicable, in the free period message. Content providers must ensure that they display pricing details consistently throughout all messages and the ad from which the flow was generated. Therefore, this infringement is applied to two or more messages in the same flow that contradict one another or the associated ad regarding pricing.

The table title row:

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		No.	Infringement	Explanation of Action Required
				A Guide to Compliance on the Telstra, and VHA Networks: Message Flow
Marketing	*Programme*	138	Unauthorised marketing message or messages 3.1.23	**Refrain from sending marketing messages to customers who decline option or opt out.**
		V139	Marketing message delivered via short code VHA rule - VHA PSMS Handbook, Section 3.6	**Deliver all marketing messages via long code.** Marketing messages sent by a content provider on the VHA network should be delivered via long code, i.e., a mobile number starting with 04. Marketing messages cannot be masked with a shortcode.
		V140	Marketing message received after unsubscribing from service VHA rule - VHA PSMS Handbook, Section 3.6	**Discontinue all marketing messages when a subscription is terminated, and purge MSISDN from all marketing databases.**
		141	Message sender not identified 3.1.17	**Identify message sender clearly and accurately in all marketing messages (identify content provider by name).** The name of the content provider of record, as it appears on page 1 of the infringement notice, must be displayed in all marketing messages. Service providers who are operating on a shortcode the content provider of record has sub-aggregated to them may display their name instead in marketing messages—but *only* if the service provider's name is properly registered with the associated shortcode at www.19sms.com.au.
		V142	No message sender contact details VHA rule - VHA PSMS Handbook, Section 3.4.1	**Display local-charge or free-call Helpline number.** So customers recognise these numbers as a source of assistance, they may be labeled as "Help," "Helpline," "Info," or "Customer Service," for example, or alternatively with the content provider's complete name. Also acceptable is "Need help? Call [1300 XXX XXX]."
		143	Unclear or inaccurate identification of message sender 3.1.17	**Identify message sender clearly and accurately in all marketing messages (identify content provider by name).** The name of the content provider of record, as it appears on page 1 of the infringement notice, must be displayed in all marketing messages. Service providers who are operating on a shortcode the content provider of record has sub-aggregated to them may display their name in the subscription confirmation message instead—but *only* if the service provider's name is properly registered with the associated shortcode at www.19sms.com.au. In addition, all references to the content provider must be consistent throughout the message flow and the ad. Therefore, this infringement is applied, as well, to two or more messages in the same flow that contradict one another or the ad regarding content provider name.
		144	Unapproved carrier [Telstra, VHA] endorsement or use of carrier name 3.1.2	**Remove carrier endorsement or carrier name.** Unless the carrier has given express permission to represent that it endorses a product or service on offer, or that the product or service may bear the carrier's name, the content provider may not make such a representation.
		145	Contains adult-related language or concepts 3.1.17	**Remove adult-related language or concepts from all marketing messages.**
		146	Failure to preface marketing message with "FreeMsg" 3.1.17	**Preface all marketing messages with "FreeMsg."** Marketing messages must always be sent at no charge to the customer. The fact that the customer incurs no charge is indicated clearly by prefacing these messages with "FreeMsg."
		147	Implies message is personal or suggests false imperative 3.1.17	**Refrain from implying marketing message is personal or suggesting false imperative.** Content providers are prohibited from sending marketing messages couched as a personal message or otherwise suggesting a false imperative for customers to reply. Examples of language that will raise this infringement include "I fancy you"; "I miss you"; "Urgent, please call"; "I'm lonely. Do you want to chat?"

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		No.	Infringement	Explanation of Action Required
			A Guide to Compliance on the Telstra, and VHA Networks: Message Flow	
Marketing *continued*	*Pricing*	148	Multiple marketing messages sent per week 3.1.18	**Refrain from sending more than one marketing message per week.**
		149	No pricing 3.1.22	**Display full, accurate pricing in prescribed format: $XX.XX.** Before opting into an offer, customers must be informed of the associated purchase price. Content providers are obligated to disclose the full, accurate pricing, including signup cost if applicable, in the marketing message. The prescribed format for pricing comprises the appropriate figures, with decimal point (not a comma) as necessary, preceded by the dollar sign ($). Pricing under $1.00 may be expressed either in the prescribed format above (e.g., $0.55) or may be expressed in cents (e.g., 55 cents, 55¢, or 55c).
		150	Use of the term *free*, implying product comes without charge 3.1.14	**Remove the term *free*.** Marketing messages sent as part of a subscription or non-subscription service that refer to *free* bonus content but fail also to display the purchase price for the primary product or service offered can be unclear, confusing, or even deceptive because customers might believe the primary offer is free of charge. Marketing messages may refer to *free* bonus content only if they also display clearly the primary offer's complete pricing details.
	T&Cs	151	No unsubscribe information 3.1.17	**Display unsubscribe information as "Text [Send, SMS, or Reply] STOP to [shortcode]."** Customers must be permitted to unsubscribe from any service *at any time*, and content providers must give customers the information they need to do so. Moreover, content providers must *always* allow customers the option of canceling their subscription by sending a free standard dedicated SMS. This instruction must include 1) the action word *Text*, *Send*, *SMS*, or *Reply*; 2) the keyword *STOP*; and 3) the shortcode itself (e.g., 199777) if that shortcode differs from the one used for the subscription confirmation message. The content provider may allow a choice of keywords (e.g., *Unsubscribe*, *End*, *Quit*), one of which must be *STOP*. Keywords such as *Stopmusic* or *End Club*, without the simple option *STOP*, are unacceptable. See also No. 147.
		152	Unclear unsubscribe information 3.1.17	**Display unsubscribe information as "Text [Send, SMS, or Reply] STOP to [shortcode]."** Customers must be permitted to unsubscribe from any service *at any time*, and content providers must give customers the information they need to do so. This infringement targets messages that fail to include in the unsubscribe information *all* the required elements: 1) action word; 2) keyword; and, when required, 3) opt-out shortcode. Examples of opt-out information that trigger the infringement "unclear opt-out information" include "Send STOP to stop"; "Stop to end"; "STOP ALL to 199777." See also No. 146.
		153	Incorrect unsubscribe information 3.1.17	**Display *STOP* as unsubscribe command.** Customers must be permitted to unsubscribe from any service *at any time*, and content providers must give customers the information they need to do so. This infringement targets messages that fail to include among opt-out keywords the simple option *STOP*. See also No. 146.
Error	*Programme*	154	Failure to send error message 5.1.9; 5.1.10	**Send message promptly informing customer that message has not been recognised.**
		155	Failure to preface error message with "FreeMsg" 5.1.9; 5.1.10	**Preface all error messages with "FreeMsg."** Error messages must always be sent at no charge to the customer. The fact that the customer incurs no charge is indicated clearly by prefacing these messages with "FreeMsg."
		156	Failure to confirm error 5.1.9; 5.1.10	**Inform customer message has not been recognised.** Customers must be left in no doubt when their message has not been recognised. In such cases, content providers must advise customers in a free SMS message that their request has not been understood. Acceptable language for an error message includes the following: "Sorry, we could not understand ur msg, please try again"; "Ur message was not recognised, resend your request"; and "Your msg has an error. Please check & resend."

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		No.	Infringement	Explanation of Action Required
Error *continued*	**Programme** *continued*	157	Failure to identify service clearly 5.1.9; 5.1.10	**Display service name consistently in all messages and ad.** Content providers must ensure that they display the service name consistently throughout all messages and the ad from which the flow was generated. A message flow that displays the service name alternatively as, for example, "Giant Ringtone Bonanza," "GRB, and "GRB club" will be cited for this infringement. At the same time, a message flow that displays the service name consistently throughout, yet fails to display the same service name that appears in the ad from which the message flow was generated, also will be cited for this infringement. All references to service name must be consistent throughout the message flow and the associated ad. Moreover, the service name must not contradict the nature of the product or service on offer.
	T&Cs	158	No local-charge or free-call Helpline number 5.1.9; 5.1.10	**Display local-charge or free-call Helpline number.** So customers recognise these numbers as a source of assistance, they may be labeled as "Help," "Helpline," "Info," or "Customer Service," for example, or alternatively with the content provider's complete name. Also acceptable is "Need help? Call [1300 XXX XXX]."
Unsubscribe Confirmation	**Programme**	159	Failure to respond within one business day to customer message to STOP service 7.2.5	**Send message promptly informing customer that service has been terminated and that no more messages will be sent.**
		V160	Customer STOP message not recognised 7.2.4	**Treat as STOP request any message containing the word "stop."** Content providers are obligated to treat as a request for service termination any MO message containing the word *STOP* sent to a shortcode. The keyword *STOP* must not be case sensitive, and it may appear anywhere in the message.
		T161	Customer STOP message not recognised 7.2.4	**Treat as STOP request any message containing the word "stop" or command to terminate service.** Content providers are obligated to treat as a request for service termination any MO message containing the word *STOP* sent to a shortcode. The keyword *STOP* must not be case sensitive, and it may appear anywhere in the message. Content providers also must recognise all messages containing words that a reasonable person would interpret as a request to terminate a service. Such words might include "cancel"; "Please don't send any more"; and "Who are you? No more texts." When a content provider is unable to recognise an unsubscribe request, an error message containing instructions on how to unsubscribe with a STOP command may be sent to the subscriber as an alternative.
		162	Unapproved carrier [Telstra, VHA] endorsement or use of carrier name 3.1.2; Telstra rule; VHA rule	**Remove carrier endorsement or carrier name.** Unless the carrier has given express permission to represent that it endorses a product or service on offer, or that the product or service may bear the carrier's name, the content provider may not make such a representation.
		163	Contains unauthorised marketing elements 3.1.23	**Remove unauthorised marketing elements from STOP message.** Content providers are prohibited from including in the STOP message any inducement for the customer to opt into another, unrelated service unless the ad from which the STOP message was generated states clearly that customers will receive marketing messages and displays instructions for opting out of those messages. Content providers must not market to any customer who declines this option or who accepts the option and at a later time opts out of receiving marketing messages.
		164	Failure to preface unsubscribe confirmation message with "FreeMsg" 7.2.6	**Preface unsubscribe confirmation message with "FreeMsg."** The unsubscribe confirmation message must always be sent at no charge to the customer. The fact that the customer incurs no charge is indicated clearly by prefacing the message with "FreeMsg."

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	No.	*Infringement*	*Explanation of Action Required*
Programme *continued*	165	Failure to confirm service termination 7.2.5	**Inform customer that service has been terminated.** Customers must be left in no doubt that their service has been cancelled, that they will receive no more messages associated with the cancelled service, and that no more charges associated with the cancelled service will appear on their mobile phone bill. Acceptable language for confirming service termination includes "You have unsubscribed"; "You are unsubscribed"; "You are now unsubscribed"; "Your subscription has been cancelled." Examples of failure to confirm service termination include "Your details have been removed from our database"; "You have stopped"; "We're sorry to see U go. U've lost all yr credits"; "Service is discontinued"; "UR no longer a Club member"; "To restart, reply FUN."
	166	Failure to identify service 4.4.9; Telstra rule; VHA rule	**Display service name in message body or header.** Because a customer might opt into more than one service within a small space of time, thereby triggering multiple message flows for different products, services, or both, content providers must indicate clearly in their message flows the name of the related service. Moreover, the service name must not contradict the nature of the product or service on offer. See also No. 161.
	167	Failure to identify service clearly 4.4.9; Telstra rule; VHA rule	**Display service name in message body or header and consistently in all messages and ad.** Content providers must ensure that they display the service name consistently throughout all messages and the ad from which the flow was generated. A message flow that displays the service name alternatively as, for example, "Giant Ringtone Bonanza," "GRB, and "GRB club" will be cited for this infringement. At the same time, a message flow that displays the service name consistently throughout, yet fails to display the same service name that appears in the ad from which the message flow was generated, also will be cited for this infringement. All references to service name must be consistent throughout the message flow and the associated ad. Moreover, the service name must not contradict the nature of the product or service on offer.
T&Cs	T168	No local-charge or free-call Helpline number Telstra rule	**Display local-charge or free-call Helpline number.** So customers recognise these numbers as a source of assistance, they may be labeled as "Help," "Helpline," "Info," or "Customer Service," for example, or alternatively with the content provider's complete name. Also acceptable is "Need help? Call [1300 XXX XXX]."

Unsubscribe Confirmation continued

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