MEDIA DEVELOPMENT AUTHORITY OF SINGAPORE

REVIEW OF CONSUMER PROTECTION MEASURES IN MMCC

PUBLIC CONSULTATION

24 September 2014

PART I: INTRODUCTION

1.1 The Media Development Authority of Singapore ("MDA") issued the Code of Practice for Market Conduct (also known as the Media Market Conduct Code, or "MMCC") in 2003. It aims to maintain fair market conduct and effective competition in the broadcasting and newspaper markets[1], such that consumers are able to benefit from greater choice and value.

1.2 The MMCC is reviewed on a regular basis to ensure its continued relevance and effectiveness. In this regard, MDA will be conducting a series of consultations starting in 2014 as part of the MMCC review process. This is the first of such consultations and will focus on enhancing the consumer protection provisions in the MMCC. Subsequent consultations will cover other provisions in the MMCC, including the public interest obligations (such as cross-carriage, anti-siphoning and video archival operator(s)' obligations), competition and enforcement procedures.

1.3 To safeguard consumer interest, Part 3 of the MMCC sets out the obligations of Regulated Persons (i.e. broadcasting licensees and proprietor of newspapers) towards consumers in the provision of media services. These include the duty to comply with minimum quality of service standards and certain billing practices, the prohibition on excessive early termination liabilities and the protection of subscriber service information. Please see **Annex A** for the extract of Part 3 of the MMCC.

1.4 In reviewing the provisions, MDA considered consumer feedback, international practices, and existing legislation on consumer protection in Singapore[2]. In this regard, MDA identified three key consumer concerns specific to the provision of pay TV services, namely, (a) unilateral contract variations, (b) forced upgrade of non pay TV services arising from changes in pay TV service, and (c) lack of awareness of contract terms. Accordingly, the proposed changes to the consumer protection provisions in the MMCC focused on these concerns. Further, with the introduction of the Personal Data Protection Act ("PDPA"), MDA also considered the relevance of the provisions in relation to the duty of Regulated Persons to protect subscriber service information in light of the PDPA.

1.5 As part of the review, MDA also intends to transfer certain consumer protection conditions from the respective broadcasting licences to the MMCC. This is to increase consumer awareness of such conditions, and to encourage transparency. They include

[1] The MMCC applies to such person who holds any broadcasting licence granted under the Broadcasting Act, or who is the proprietor of any newspaper, as defined in section 2 of the Newspaper and Printing Presses Act.

[2] These include the Consumer Protection (Fair Trading) Act ("CPFTA") and related Regulations ("CPFTA Regulations").

(a) the requirement for licensees to publish charges, terms and conditions, and (b) ongoing licence modifications related to notifications by licensees to subscribers for increases in subscription rate and changes to channel line-up that are detrimental to consumers, and for termination of service.

1.6 This consultation paper is thus structured as follows:

(a) Part II covers the key consumer issues identified and the proposed changes to the MMCC; and

(b) Part III covers the consumer protection provisions to be transferred from the respective broadcasting licences to the MMCC.

1.7 MDA is now launching this public consultation to seek comments on the proposed amendments to the MMCC set out in Parts II and III of this consultation paper.

1.8 Interested parties are invited to provide their comments to this consultation by no later than 5pm, 22 October 2014, in the manner specified in Part IV of this document.

PART II: KEY CONSUMER ISSUES AND PROPOSED CHANGES TO MMCC

2.1 In determining the issues to be addressed, MDA considered consumer feedback and identified three key consumer concerns specific to the provision of pay TV services, namely (a) unilateral contract variations, (b) forced upgrade of non pay TV services arising from changes in pay TV service, and (c) lack of awareness of contract terms. Accordingly, the proposed changes to the consumer protection provisions in the MMCC focus on these concerns.

2.2 In determining the proposed changes, MDA considered the proportionality of the intervention, and balanced the need to safeguard consumer interest against the compliance costs for the industry. MDA also reviewed international practices and existing legislation on consumer protection in Singapore, including the Consumer Protection (Fair Trading) Act ("CPFTA") and related Regulations ("CPFA Regulations"), and the Code of Practice for Competition in the Provision of Telecommunication Services 2012 ("TCC").

2.3 In light of the introduction of the PDPA, MDA further reviewed the relevance of the provisions in relation to the duty to protect subscriber service information.

2.4 <u>**Unilateral Contract Variations**</u>

2.4.1 Contracts between pay TV retailers and consumers may contain unilateral variation terms that allow retailers discretion to make changes to terms and conditions of consumer contracts while they are still in-force, without the consent of the subscriber. Some changes may be to the benefit of the subscribers, such as when new channels are added without corresponding increase in subscription rate. However, MDA also recognises that there are occasions where changes can be detrimental to subscribers.

2.4.2 MDA has received feedback from consumers, who expressed concerns that retailers have used these clauses to increase subscription rate and make changes to channels and content. In such instances, subscribers have little choice but to accept the changes or pay exit penalties or early termination charges ("ETCs") to exit the contract. In this regard, MDA noted that in 2013 alone, there were 17 pay TV channels removed from the offerings of the two nationwide pay TV retailers. While MDA understands that changes in programming mix are inherent in the pay TV industry, this does not negate the detrimental impact on existing subscribers, in particular when retailers do not offer any mitigating actions, such as reduction of subscription rate or replacement of channels of a similar genre.

2.4.3 In assessing the available recourse to consumers in instances of unilateral contract variations, MDA surveyed the practices of other established pay TV markets, namely Australia, the United Kingdom ("UK"), the European Union ("EU") and Hong Kong. MDA noted that in Australia, UK and EU, consumer protection regulations are in place to allow subscribers the right to exit the contract without penalties, where they are affected by unilateral variations by retailers. In Hong Kong, the Office of the Communications Authority ("OFCA") issued a code of practice encouraging retailers to pledge to do likewise. The exit option would generally be offered when the unilateral contract variations are of "material detriment" to the subscriber. Examples of such variations include price increases and the removal of content without replacement.

2.4.4 MDA views that such an exit option enables retailers to vary their customers' fixed term contracts to meet changing business needs, whilst allowing subscribers the choice to escape detrimental effects if they do not wish to accept the changes. However, MDA notes that certain safeguards may need to be in place to prevent possible gaming. For example, a subscriber may ask to exit the contract based on changes to service effected several months ago for reasons unrelated to unilateral changes, or a subscriber may enter into a high-end pay TV service contract for the sole purpose of obtaining "free gifts" such as laptops and tablets, which are not essential to the provision of the service, and thereafter ask to exit the contract the moment there are changes to the service.

Proposed changes to MMCC

2.4.5 <u>Option to Exit without ETCs.</u> MDA proposes to extend the current prohibition on ETCs[3] to instances where subscribers wish to exit their fixed term contracts due to:

a. An increase in subscription fee; and/ or

b. A removal of channel(s); and/ or

c. A removal of material content within a channel.

In the case where the contract is a bundled services contract[4], the option to exit the contract would apply only to the pay TV service contract. The pricing

[3] Currently, the MMCC only prohibits ETCs that are excessive.

[4] A typical bundled services contract includes defined components such as broadband speeds, specific pay TV content, and/ or a fixed or mobile line.

of the remaining services should be made known to subscribers at the point of contracting and be comparable to pricing for equivalent standalone services.

2.4.6 As a general principle, MDA will leave it to retailers to assess what constitutes material content within a channel, bearing in mind factors such as:

a. The number of viewers of the content, relative to other content in the same channel, and/ or consumers' interest in the content (in terms of findings from consumer feedback, studies and surveys);

b. The amount of time allotted to airing the content, relative to all other content in the same channel; and

c. The prominence accorded to the content when marketing the service such as but not limited to information provided in market collaterals, advertisements and retailers' websites, and/ or communication by marketing or customer service personnel to consumers.

In the event of a dispute between a retailer and its subscriber on the issue, the dispute can be referred to MDA. It should be noted that MDA's determination of what constitutes material content (where required) would be undertaken on a case-by-case basis. MDA will approach each case on the basis of its own facts and the circumstances surrounding the case.

2.4.7 Safeguards against Possible Gaming. To address possible abuse of the option to exit contracts that are still in-force, MDA also proposes to:

a. Allow for exit from contract by the subscriber no later than thirty (30) days from date of change to the service ("final exit date"), i.e. subscribers must decide whether to accept the changes to their contracted services or to exit the contract by the final exit date; and

b. Allow for ETCs pertaining to equipment not essential to the provision of the service such as laptops and tablets, to be charged to subscribers under fixed term contracts and at a price made known to subscribers at the point of contracting. For avoidance of doubt, this does not apply to equipment and hardware such as set-top boxes, residential gateways or routers, that are proprietary to the retailer and essential for the provision of the service (i.e. without which, the service cannot be provided). Where such ETCs apply, retailers are required to:

i. Disclose and bring to attention the amount of the ETCs pertaining to such equipment and hardware at point of (re)contracting;

ii. Ensure the ETCs are reasonably related to the discount or special consideration for the equipment and graduated in accordance to the Guidelines on Maximum Contract Term and Early Termination Charges for Pay TV Services Offered to Consumers; and

iii. Offer the option of the same service without such equipment and related ETCs.

2.4.8 Mitigating Actions by Retailers. In recognition that retailers may offer to take mitigating actions to remove the detrimental effects from the unilateral contract changes, MDA proposes that in instances where channel(s) and/ or material content within a channel is removed, the retailer may be exempted from the prohibition on ETCs if there is:

a. A replacement of the removed channel(s) and/ or content with a new channel(s) and/ or content of a similar genre, and of the same quality and standing as that removed[5]; and/ or

b. A reduction of the subscription rate.

2.5 **Forced upgrade of non pay TV services**

2.5.1 It is common practice in the pay TV industry to offer subscription packages that include the bundling of pay TV services, together with other separate services, such as broadband, fixed line and mobile line subscriptions. However, there have been instances of consumer detriment when subscribers were required to upgrade non pay TV services under an existing contract in order to upgrade their pay TV services. For example, a subscriber of a bundled services package who wishes to upgrade his sports content pack (i.e. pay TV service) is required to upgrade his broadband contract, although such an upgrade is not a technical requirement for the delivery of the content and the broadband contract is still in-force.

Proposed changes to MMCC

[5] This is to effectively negate the detrimental effect to subscribers of the removal of the channel(s)/content.

2.5.2 Prohibition against Forced Upgrading. MDA proposes to introduce a provision to prohibit retailers from forcing their subscribers who wish to purchase a new pay TV service or make changes to an existing pay TV service to:

a. Change the terms of any non pay TV service contract which the subscriber has with the retailer; and/ or

b. Terminate a non pay TV service contract which the subscriber has with the retailer, where the subscriber still has a fixed term pay TV service contract with the retailer in-force.

This means that pay TV retailers are not allowed to use a subscriber's pay TV contract to bring about changes in a non pay TV contract that the subscriber has from the same retailer. However, this does not prohibit pay TV retailers from offering it as an option for consumers.

2.6 Lack of awareness of important terms and conditions of service

2.6.1 Standard form consumer contracts are often long and drafted in legal language that may not be easily understood by consumers. Consumers may thus not realise the significance of some of the terms, especially if they are not explicitly brought to their attention. Consumer feedback received by MDA has also indicated that there is a need to increase consumers' awareness, particularly in relation to the expiry of promotional prices, complimentary content and free trials.

Proposed changes to MMCC

2.6.2 Disclosure Requirements. Currently pay TV retailers are required under the MMCC to explain to consumers the terms and conditions in relation to ETCs. To further increase consumers' awareness of important contractual terms, MDA proposes to introduce a provision to require retailers to bring to consumers' attention the following important terms, prior to signing the contracts:

a. Specifics on price, channels and material content (as explained in Paragraph 2.4.6) within a channel;

b. Presence of unilateral variation contract clauses and the recourse to subscribers (where applicable) in the event that such clauses are triggered;

c. Changes to service upon expiry of service(s) offered on promotional or continuous basis;

d. Specific period of availability and/ or expiry of any complimentary service, channel(s), and/ or material content and applicable charges thereafter; and

e. When applicable charges will apply for free trials.

2.6.3 Consent for Free Trial and Complimentary Services/ Content. With respect to services provided on free trial and/ or complimentary basis, MDA proposes to require retailers to obtain subscribers' consent to continue with the trial and/ or complimentary service, before they can start charging. This is similar in effect to Paragraph 3.2.8 of the TCC that prohibits retailers from charging "end users" for services supplied on a free trial basis without prior notification and consent[6].

2.6.4 Retention of Marketing Materials. To facilitate enforcement and investigations MDA proposes to require retailers to retain records of their marketing materials (for example collaterals, advertisements, call centre scripts, and screen captures of web pages) for at least three (3) years, and to supply such materials to MDA upon request.

2.7 Relevance of Duty to Protect Subscriber Service Information ("SSI") provisions

2.7.1 MDA compared the SSI protection provisions in MMCC (see Paragraph 3.6 of **Annex A**) with the PDPA and noted that the provisions in MMCC were largely covered under the PDPA, with the following exceptions:

a. The PDPA covers "natural person"[7] but not "legal person" or "legal entity". On the other hand, MMCC makes reference to "a person" which includes any individual, company, partnership or association, and any body of persons, corporate or unincorporated. In the pay TV industry, this means that private pay TV subscribers (i.e. individuals) will be covered under the scope of the PDPA, but not commercial pay TV subscribers.

b. The PDPA requires explicit consent to be obtained for the use of personal data, but applies the concept of "deemed consent" under two specific

[6] Paragraph 3.2.8 of IDA's Telecom Competition Code.

[7] Paragraph 4 of PDPC's Proposed Advisory Guidelines on Key Concepts in the Personal Data Protection Act.

circumstances[8]; the first where an individual voluntarily provides his personal data for a known purpose, and the second where he knowingly consents to the disclosure of his personal data by one organisation to another. Conversely, MMCC requires that "affirmative authorisation" be obtained before SSI may be used and in its absence, usage of SSI is limited to only four instances, namely (see also Paragraph 3.6.2(a) of **Annex A**):

i. Planning, provisioning and billing for the subscription service ordered;

ii. Managing bad debt and preventing fraud for the provision of the subscription service;

iii. Facilitating cooperation between retailers which may be required by governmental or regulatory authorities; and

iv. Providing assistance to law enforcement or other government agencies.

Applying PDPA in the context of the pay TV industry, this means that (i) retailers may apply "deemed consent" and do not need to obtain explicit consent from subscribers for the use of their personal data under the two specific circumstances indicated; and (ii) retailers will have to obtain explicit consent from subscribers for the use of personal data for all other circumstances (see **Annex B** for relevant provisions from MMCC and PDPA).

2.7.2 MDA views that the exceptions are unlikely to be a cause for concern as the differences can be mitigated. In relation to the exclusion of commercial pay TV subscribers (Paragraph 2.7.1(a) of this paper), MDA views that corporations would be expected to have their own contractual arrangements in place with the retailers to protect their interests.

2.7.3 In relation to the application of "deemed consent" and the circumstances under which explicit consent may be given for the use of personal data (Paragraph 2.7.1(b) of this paper), MDA views that consumers' interests are not compromised as there are adequate safeguards in relation to the

[8] The illustration in the PDPA guidance document was of an individual making payment with the credit card after a spa service. This individual was deemed to have consented for the service retailer to first extract and use his/her credit card details and then to disclose and transmit the details, which comprise some personal data, to the bank which handles the payment. With "deemed consent", the service retailer is allowed to do all of the above, but not allowed to use the same data for any other purpose.

application of "deemed consent" and consumers' explicit consent would still be required for other instances where pay TV retailers wish to use the SSI.

Proposed changes to MMCC

2.7.4 MDA proposes to remove the MMCC provisions relating to the protection of SSI, namely the information covered under SSI, the restrictions on the use and disclosure of SSI, and the requirement to obtain consent from subscribers for the use of SSI. Please see Paragraph 3.6 of **Annex A** for the detailed provisions.

2.7.5 In this regard, MDA notes that there may be corporations and businesses operating on a smaller scale which could be subject to the same standard form consumer contracts as the private pay TV subscribers (i.e. individuals). Hence, MDA welcomes the views and comments from commercial pay TV subscribers regarding the removal of the SSI protection provisions from the MMCC.

PART III: RATIONALISATION OF BROADCAST LICENCE AND MMCC

3.1 As part of MDA's efforts to provide greater transparency to the industry and consumers on the regulatory requirements imposed on its licensees, MDA also seeks to consolidate the following consumer protection provisions in the respective broadcasting licences and the MMCC. To this end, MDA intends to transfer (a) the existing condition for retailers to publish their charges, terms and conditions, and (b) the conditions currently undergoing modifications to require retailers to notify subscribers for (i) increases in subscription rate and changes to channel line-up that are detrimental to consumers, and (ii) termination of service.

3.2 **Publication requirement on Charges, Terms and Conditions**

3.2.1 Currently, broadcasting licensees are required under their respective licences to publish their charges, terms and conditions of their services offered to consumers. MDA will transfer this licence condition to the MMCC.

3.3 **Notification to subscribers for changes in channel line-up and subscription rate**

3.3.1 In ongoing licence modifications, MDA has proposed to require pay TV retailers to notify subscribers **one (1) month** before effecting price increases and changes to channel line-up that are detrimental to consumers. The notification period is intended to give subscribers time to make changes to their subscriptions and/ or look for alternatives, where possible.

3.3.2 MDA will transfer these proposed licence conditions to the MMCC, while further specifying (a) a removal of channel(s), and/ or (b) a removal of material content within a channel as the changes to channel line-up that are detrimental to consumers.

3.4 **Notification to consumers for service termination**

3.4.1 In ongoing licence modifications, MDA has proposed to require licensees to notify consumers **six (6) months** before the termination of operations, or any part of its service. The intention for advanced notification to consumers is to help them make informed choices, and to look for alternatives to the service, if necessary.

3.4.2 MDA will transfer this proposed licence condition to the MMCC.

PART IV: INVITATION TO COMMENT

4.1 MDA would like to seek comments from the industry and members of the public on the proposed changes to the consumer protection provisions as set out in Parts II and III of this paper. All submissions should be clear and concise, and should provide a reasoned explanation for any proposed revision to the proposed amendments. Respondents should clearly identify the sections and provisions on which they are commenting. Where appropriate, respondents are encouraged to suggest changes to the proposed provisions. The proposals should be accompanied by reasons for the changes.

4.2 Additionally, MDA would be organising focus group discussions for members of the public, specifically individual consumers who prefer to share their comments in person. More details on the focus group discussions can be found at this link – http://www.mda.gov.sg/RegulationsAndLicensing/Consultation/Pages/ConsultationPapers.aspx.

4.3 This consultation closes on 22 October 2014 and comments should be submitted to MDA on or before 5pm of that date. All comments from organisations must be submitted in softcopy (in Microsoft Word format compatible with Microsoft Office Version 2007). Organisations submitting comments should include their personal or company particulars, their correspondence address, contact number and email address on the cover page of their comments. Individuals may submit their comments in email format. All comments should be addressed to:

Ms Lee Ee Jia
Director (Policy)
Media Development Authority of Singapore
(Attention: Ms Alicia Chay)
Email: policy_consultations@mda.gov.sg

4.4 MDA reserves the right to make public all or parts of any written comment and to disclose the identity of the source. Commenting parties may request confidential treatment for any part of the comment that the commenting party believes to be proprietary, confidential or commercially sensitive. Any such information should be clearly marked and placed in a separate annex. If the MDA grants the request for confidential treatment, it will consider, but it will not publicly disclose, the information. If MDA rejects the request for confidential treatment, it will return the information to the commenting party and will not consider the information as part of its review. As far as possible, commenting parties should limit any request for confidential treatment of information submitted. MDA will not accept any comment that requests for confidential treatment of all or a substantial part of the comment.

Annex A

MEDIA MARKET CONDUCT CODE

3. REGULATED PERSONS' DUTIES TO END-CONSUMERS

3.1 Introduction

All Regulated Persons must comply with minimum regulatory requirements designed to ensure that they provide end-consumers with quality service and accurate and timely bills, and must not use subscriber service information (referred to in this Part as "SSI") for unauthorised purposes.

3.2 Application

This Part applies to all Regulated Persons.

3.3 Duty to Comply with Minimum Quality of Service Standards

Every Regulated Person must comply with any applicable quality of service standard specified from time to time by MDA.

3.4 Billing Practices

3.4.1 Duty to Provide Accurate, Timely and Clear Statements of Charges

A Regulated Person who provides any Subscription Service must provide accurate, timely and clear statements of charges to its Subscribers.

3.4.2 No Charges for Unsolicited Services or Equipment

A Regulated Person may only charge any Subscriber for the specific Subscription Service or associated equipment that the said Subscriber has ordered.

3.4.3 Procedures to Contest Charges

All Regulated Persons must adopt reasonable and effective procedures that will allow any Subscriber to withhold and dispute any charge for any Subscription Service or associated equipment that the said Subscriber reasonably believes to be incorrect.

3.4.4 Termination Procedures

Where feasible, a Regulated Person must provide advance written notice and a reasonable opportunity to resolve the dispute before terminating service to any Subscriber.

3.5 Prohibition on Excessive Early Termination Liabilities

A Regulated Person may enter into an agreement pursuant to which it provides a Subscriber with a reasonable discount or special consideration in return for the said Subscriber's agreement to commit to a minimum service period for a Subscription Service. Such agreements may contain provisions providing for termination liability in the event that the said Subscriber terminates the agreement prior to the agreed-upon termination date. However, the amount of any such early termination liability must be reasonably related to the extent of the discount or special consideration that such Regulated Person has provided and the duration of the period during which the said Subscriber took the Subscription Service.

3.6 Duty to Protect Subscriber Service Information

All Regulated Persons have a duty to protect SSI from unauthorised usage.

3.6.1 Definition

SSI consists of all the information about any Subscriber which a Regulated Person obtains as a result of the said Subscriber's use of a Subscription Service. This includes, but is not limited to, information regarding:

(a) The services and equipment ordered by the said Subscriber;
(b) The said Subscriber's usage of the services; and
(c) The said Subscriber's billing name, address, and credit information and history.

3.6.2 Restriction on Use

(a) Unless a Subscriber has provided authorisation as provided for in paragraph 3.6.3 of this Code, a Regulated Person may only use the said Subscriber's SSI for the purposes of:
   (i) Planning, provisioning and billing for the Subscription Service ordered by the said Subscriber;
   (ii) Managing bad debt and preventing fraud in relation to the provision of the Subscription Service;
   (iii) Facilitating any co-operation between Regulated Persons which may be required by any governmental or regulatory authority; or
   (iv) Providing assistance to law enforcement or other government agencies.

(b) All Regulated Persons must adopt commercially adequate procedures to ensure that, unless the said Subscriber has provided authorisation, the Regulated Person will not:
   (i) Use the said Subscriber's SSI for the development or marketing of other goods or services;
   (ii) Disclose or make available the SSI to any Affiliate or third person; or
   (iii) Approve, permit or suffer any act of omission or circumstance which would result in the disclosure or making available of the SSI to any Affiliate or third person.

3.6.3 Subscriber Authorisation

(a) A Subscriber will be presumed to have withheld consent to the use of its SSI for any purpose other than those specified in paragraph 3.6.2(a) of this Code unless the said Subscriber affirmatively grants its consent.

(b) At the time a Regulated Person enters into an agreement with a Subscriber for the purposes of providing any Subscription Service on the Effective Date of this Code, the Regulated Person must obtain the consent of the said Subscriber if it intends to use its SSI for any other lawful purpose. All Regulated Persons must also develop and inform their said Subscribers of easy-to-use procedures by which such Subscribers can subsequently grant or withdraw consent to the use of their SSI.

Annex B

PERSONAL DATA PROTECTION ACT (PDPA) & MEDIA MARKET CONDUCT CODE (MMCC)

PERSONAL DATA PROTECTION ACT
PART IV: COLLECTION, USE AND DISCLOSURE OF PERSONAL DATA
Deemed consent

15.-(1) An individual is deemed to consent to the collection, use or disclosure of personal data about the individual by an organisation for a purpose if –

(a) The individual, without actually giving consent referred to in section 14, voluntarily provides the personal data to the organisation for that purpose; and
(b) It is reasonable that the individual would voluntarily provide the data.

(2) If an individual gives, or is deemed to have given, consent to the disclosure of personal data about the individual by one organisation to another organisation for a particular purpose, the individual is deemed to consent to the collection, use or disclosure of the personal data for that particular purpose by that other organisation.

MEDIA MARKET CONDUCT CODE
3. REGULATED PERSONS' DUTIES TO END-CONSUMERS

3.6 Duty to Protect Subscriber Service Information

All Regulated Persons have a duty to protect SSI from unauthorised usage.

3.6.2 Restriction on Use

(a) Unless a Subscriber has provided authorisation as provided for in paragraph 3.6.3 of this Code, a Regulated Person may only use the said Subscriber's SSI for the purposes of:
  (i) Planning, provisioning and billing for the Subscription Service ordered by the said Subscriber;
  (ii) Managing bad debt and preventing fraud in relation to the provision of the Subscription Service;
  (iii) Facilitating any co-operation between Regulated Persons which may be required by any governmental or regulatory authority; or
  (iv) Providing assistance to law enforcement or other government agencies.

(b) All Regulated Persons must adopt commercially adequate procedures to ensure that, unless the said Subscriber has provided authorisation, the Regulated Person will not:
  (i) Use the said Subscriber's SSI for the development or marketing of other goods or services;
  (ii) Disclose or make available the SSI to any Affiliate or third person; or
  (iii) Approve, permit or suffer any act of omission or circumstance which would result in the disclosure or making available of the SSI to any Affiliate or third person.

3.6.3 Subscriber Authorisation

(a) A Subscriber will be presumed to have withheld consent to the use of its SSI for any purpose other than those specified in paragraph 3.6.2(*a*) of this Code unless the said Subscriber affirmatively grants its consent.

(b) At the time a Regulated Person enters into an agreement with a Subscriber for the purposes of providing any Subscription Service on the Effective Date of this Code, the Regulated Person must obtain the consent of the said Subscriber if it intends to use its SSI for any other lawful purpose. All Regulated Persons must also develop and inform their said Subscribers of easy-to-use procedures by which such Subscribers can subsequently grant or withdraw consent to the use of their SSI.