

Title	Macro Kiosk Pte Ltd's (" Macro Kiosk ") Contravention of the Premium Rate Services Code (" PRS Code ")
Case Opened	10 January 2019
Case Closed	29 August 2019
Complainant	IMDA initiated enforcement proceedings
Respondent	Macro Kiosk
Case Summary	<p>Some consumers claimed to have been charged unsolicited Premium Rate Services ("PRS") by Macro Kiosk, and hence IMDA had initiated investigation into the provision of PRS by Macro Kiosk.</p> <p>While IMDA did not find any evidence of Macro Kiosk providing unsolicited PRS, IMDA's investigation revealed that the subscription process of some of the PRS provided by Macro Kiosk did not require a purchase keyword command.</p> <p>By allowing subscribers to subscribe to PRS without purchase keyword or PIN authentication, Macro Kiosk had thereby <u>contravened Section 2.5.1 of the PRS Code</u>.</p>
IMDA's Determination	<p>Section 2.5.1 of the PRS Code provides that:</p> <p><i>"A premium rate service provider who enables its premium rate service to be purchased or subscribed for via the Internet to be delivered to mobile phones <u>must</u> –</i></p> <p><i>(a) <u>designate a specific purchase keyword command for that service</u> which shall comply with the requirements set out in section 2.4;</i></p> <p><i>(b) <u>send to every person who seeks to purchase or subscribe for the service via Internet registration a purchase keyword command</u> for that service either via the Internet or via SMS; and</i></p> <p><i>(c) ensure that it receives a SMS message containing the purchase keyword command from the same mobile phone number that was provided or used in the Internet registration before delivering the service to that mobile phone."</i></p> <p><i>[Emphasis added]</i></p>

The intent of Section 2.5.1 of the PRS Code is to ensure that subscribers are fully aware that they are subscribing to a PRS and provide clear consent to be billed for the service. The use of a purchase keyword command involves a deliberate action on the part of subscribers to confirm the PRS subscription, thereby minimising incidences of accidental or unintentional subscription by subscribers and reducing claims of accidental or unintentional subscriptions against PRS providers.

IMDA recognises Macro Kiosk's efforts to put in place preventive measures that prevent unauthorised subscription and unsolicited charges, and to conduct user acceptance tests of its PRS prior to offering PRS to subscribers. However, IMDA is of the view that the contravention of Section 2.5.1 of the PRS Code by Macro Kiosk was severe as Macro Kiosk, being an experienced PRS provider that should have been aware of the requirements of the PRS Code, did not put in place the specific keyword commands as required.

IMDA therefore determined that Macro Kiosk had contravened Section 2.5.1 of the PRS Code.

Taking all relevant facts and circumstances into consideration, IMDA imposed a financial penalty of **\$5,000** on Macro Kiosk for its contravention of Section 2.5.1 of the PRS Code.