

Title	Singtel Mobile Singapore Pte Ltd's (" <b>Singtel</b> ") Contravention of the Premium Rate Services Code (" <b>PRS Code</b> ")
Case Opened	10 January 2019
Case Closed	29 August 2019
Complainant	IMDA initiated enforcement proceedings
Respondent	Singtel
Case Summary	<p>IMDA had initiated investigation into the provision of PRS by Singtel after receiving feedback from some consumers who claimed to have been charged unsolicited Premium Rate Services ("<b>PRS</b>") by AirG Worldwide Cooperatie U.A. and TMT Connekt DMCC for Unlimited Gamez and Have Fun Video ("<b>PRS in Question</b>").</p> <p>Singtel is the aggregator for AirG Worldwide Cooperatie U.A. and TMT Connekt DMCC, and hence is treated as the PRS provider under Section 1.2.1 of the PRS Code for the PRS in Question, and is responsible for complying with the requirements under the PRS Code.</p> <p>While IMDA did not find any evidence of Singtel providing unsolicited PRS, IMDA's investigation revealed that the subscription process for subscribers who subscribed to the PRS in Question through mobile data did not require a purchase keyword command.</p> <p>In 2017, IMDA had sent a reminder letter to the PRS providers and mobile network operators on the appropriate subscription process for PRS ("<b>IMDA's Reminder Letter</b>") as required in the PRS Code. Specifically, IMDA's Reminder Letter had clarified that subscription processes which do not involve the use of a purchase keyword command, and only required end users to go through several steps of simple pressing of buttons to complete the subscription process, were not in compliance with Section 2.5.1 of the PRS Code which required PRS providers to implement a process that requires end users to provide a confirmation of their subscription and for the PRS provider to authenticate the end users. In addition, the PRS providers were reminded to review the subscription process of their PRS to ensure that they comply with the PRS Code.</p>

	<p>By allowing subscribers to subscribe to the PRS in Question without purchase keyword or PIN authentication in spite of IMDA's Reminder Letter, Singtel had thereby <b><u>contravened Section 2.5.1 of the PRS Code</u></b>.</p>
<p><b>IMDA's Determination</b></p>	<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 <b><u>must</u></b> –</i></p> <p><i>(a) <b><u>designate a specific purchase keyword command for that service</u></b> which shall comply with the requirements set out in section 2.4;</i></p> <p><i>(b) <b><u>send to every person who seeks to purchase or subscribe for the service via Internet registration a purchase keyword command</u></b> 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> <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.</p> <p>In IMDA's Reminder Letter, Singtel was clearly advised that the subscription processes which do not involve the use of purchase keyword command and only require subscribers to go through several steps of simple pressing of buttons to complete the subscription process, are not in compliance with Section 2.5.1 of the PRS Code. Further, in IMDA's Reminder Letter, Singtel was also advised to review the subscription process of the PRS to ensure that all their services are in compliance with the PRS Code. Additionally, IMDA had</p>

warned that it would not hesitate to take enforcement measures against errant PRS providers, should there be a contravention of the PRS Code.

IMDA recognises Singtel's mitigating efforts to enhance the subscription process with an OTP before subscribing to a PRS, and provide full refunds of both billed and unbilled charges for customers who requested for such waivers for the first time. However, IMDA views that Singtel ought to have reviewed and updated its subscription process upon receiving IMDA's Reminder Letter. IMDA views that Singtel had failed to take note of IMDA's Reminder Letter and failed to take any measures to enhance the subscription process.

**IMDA therefore determined that Singtel had contravened Section 2.5.1 of the PRS Code.**

IMDA also notes that this is the second time that Singtel had such a contravention. In 2008, Singtel had also contravened Section 2.5 for allowing its customers to subscribe to its services via its IDEAS portal without requiring customers to send an SMS message containing a designated keyword to Singtel, and then-IDA had issued a warning to Singtel for the contravention.

Taking all relevant facts and circumstances into consideration, IMDA imposed a financial penalty of **\$10,000** on Singtel for its contravention of Section 2.5.1 of the PRS Code.