

Case Reference	R/E/I/143
Title	ViewQwest Pte Ltd's ("ViewQwest") Contravention of the Code of Practice for Competition in the Provision of Telecommunication and Media Services 2022 ("Code")
Case Opened	February 2023
Case Closed	12 May 2023
Complainant	IMDA Initiated enforcement proceedings
Respondent	ViewQwest
Case Summary	<p>IMDA initiated an investigation into the charging (without consent) of two value-added services ("VAS") following the expiry of the free-trial period of the VAS, arising from a consumer complaint received on 17 February 2023.</p> <p>ViewQwest explained that the charging and lack of advance notification (as required under the Code) arose from human error where the regulatory team did not update the business team of ViewQwest's obligations under the Code when it came into effect on 2 May 2022.</p>
IMDA's Determination	<p>Sub-section 3.2.7 of the Code provides that:</p> <p>3.2.7 Prohibition on Charging for Unsolicited Services</p> <p><i>(a) Telecommunication Licensees and Regulated Persons are prohibited from charging an End User for any Service that the End User has not received or consented to receive.</i></p> <p><i>(b) For the purposes of Sub-sections 3.2.7 and 3.2.8, "charge" refers to any act which conveys the impression to the End User that he is liable to pay for a service such as the issuance of a bill, and "charging" shall be similarly construed.</i></p> <p><i>[Emphasis added]</i></p> <p>Sub-section 3.2.8 of the Code provides that:</p> <p>3.2.8 Prohibition on Charging for Services Supplied on Free Trial or Complimentary Basis</p> <p><i>If a Telecommunication Licensee or Regulated Person has provided an End User with Services on a free trial basis (referred to in Sub-section 3.2.3(a)(ii)(B) of this Code) or complimentary basis (referred to in Sub-section 3.2.3(a)(v) of this Code), the Telecommunication Licensee or Regulated Person may not charge the End User for such Services after the end of the period of time referred to in Sub-sections 3.2.3(a)(ii)(B) or 3.2.3(a)(v) of this Code, as the case may be, unless:</i></p> <p><i>(a) the Telecommunication Licensee or Regulated Person has notified the End User of the date on which the free trial or complimentary period will end. Such notification shall be provided by the Telecommunication Licensee or Regulated Person to the End User:</i></p>

(i) at least three days (excluding Saturdays, Sundays and public holidays) before the expiry of the free trial or complimentary period or, if the free trial or complimentary period is three days or shorter, at the commencement of the free trial or complimentary period; and

(ii) not earlier than 14 days (excluding Saturdays, Sundays and public holidays) before the expiry of the free trial or complimentary period; and

(b) the Telecommunication Licensee or Regulated Person has obtained the express agreement of the End User to continue the Service after the expiry of the free trial or complimentary period, on the applicable prices, terms and conditions notified to the End User under Sub-section 3.2.3(b) of this Code.

[Emphasis added]

ViewQwest had wrongfully deducted charges from its end users for VAS that they did not consent to receiving and did not provide end users with any advance notification of the expiry of the free-trial or complimentary period of the VAS.

IMDA therefore determined that ViewQwest had contravened Sub-sections 3.2.7 and 3.2.8 of the Code. IMDA noted that this is the first contravention by ViewQwest. ViewQwest subsequently took prompt actions to ensure its processes and system comply with the Code and resolved the issue with the complainant. ViewQwest also reached out to all affected subscribers to seek their consent to continue with the VAS and provide a full refund of the charges (if requested) to subscribers.

Taking all relevant facts and circumstances into consideration, IMDA has issued a warning to ViewQwest for its contravention of Sub-section 3.2.7 and 3.2.8 of the Code.