Case Reference	R/E/I/092
Title	Macro Kiosk Pte Ltd's Contraventions of the Premium Rate Services Code ("**PRS Code**")
Case Opened	14 November 2011
Case Closed	21 March 2012
Complainant	IDA initiated enforcement proceeding
Respondent	Macro Kiosk Pte Ltd ("**Macro Kiosk**")
Case Summary	Arising from a complaint against Macro Kiosk, IDA discovered that Macro Kiosk had sent out confirmation and reminder messages (the "**Messages**"), for three of its PRS (namely, "ON LV", "ON ST" and "ON BUY") which contained unsubscription keyword command which did not allow end users to unsubscribe from its PRS. Instead, based on the instructions provided in its Messages, Macro Kiosk required end users to undergo a "two-step" unsubscription process, which is prohibited under the PRS Code.
IDA's Determination	The PRS Code states the following: *"2.6.1 A premium rate service provider who provides …* *(b) any other type of subscription-based premium rate service in which the end user is provided content or facilities on an ongoing basis until such time that the end user takes action to unsubscribe from the service, shall upon receipt of an end user's request to subscribe for such premium rate service, send a confirmation message to the end user via the same medium by which the end user subscribed for the service or by SMS. **The confirmation message shall contain the following information** …* *(iii) **clear instructions on how he can unsubscribe from the service (including the unsubscription keyword command if applicable).**"* *"2.6.3 **The reminder message shall contain the following information** …* *(c) **clear instructions on how he can unsubscribe from the service (including the unsubscription keyword command if applicable).**"* *"2.7.6 **An unsubscription keyword command must** …* *(b) **be executable in a single message**;"* [emphasis ours]. Macro Kiosk had not disputed IDA's findings in relation to Macro Kiosk's contraventions of Sections 2.6.1(b)(iii) and 2.6.3(c) of the

PRS Code.

Macro Kiosk explained that it had no intention of omitting the unsubscription keyword command as it had programmed its system to inform end users of the correct unsubscription keyword command based on the PRS they subscribed to once the end user first sent in the keyword "STOP" to Macro Kiosk's shortcode. Macro Kiosk further informed IDA that it had taken the necessary *"correction action and has revised its un-subscription keyword command in its Confirmation and Reminder Message"*.

It is not acceptable that end users, who sent in the unsubscription keyword command stated in the Messages, are not able to unsubscribe from Macro Kiosk's PRS, unless they follow up with another unsubscription keyword based on the services that they subscribed to. IDA noted that there were 524 affected end users who did not follow the subsequent instructions by Macro Kiosk to send in a further keyword to complete their unsubscription. This is unacceptable given that these end users had clearly expressed their intention to unsubscribe to Macro Kiosk's services. The two-step unsubscription process implemented by Macro Kiosk had therefore acted as a barrier to unsubscription and had likely confused end users.

IDA therefore determined that Macro Kiosk has contravened Sections 2.6.1(b)(iii) and 2.6.3(c) of the PRS Code.

IDA considered the following mitigating factors when determining the appropriate enforcement action to be imposed on Macro Kiosk for this case:

Mitigating Factors:

(a)   Upon being informed by IDA, Macro Kiosk had taken corrective action to remedy its Messages; and

(b)   Macro Kiosk has acknowledged its contravention and promised to ensure it will not be repeated going forward.

Taking these factors into consideration, IDA imposed a financial penalty of **$5,000** on Macro Kiosk for its contravention of Section 2.6.1(b)(iii) and 2.6.3(c) of the PRS Code.