

Touchpoint Feedback on Proposed TCF Mobile Messaging Services Code

General Feedback

Size and Complexity

Obviously a lot of work has gone into the document – however it's so huge it's not easy for anyone to understand quickly what it means under the different circumstances. Consequently it means if we send it to a client – they will not understand or even read it.

It would be good if a summary showing best practise examples for the main scenarios was available – as this would simplify things. E.g. example messages, advertising etc.

Bias towards issues caused by poor practise in Premium and Premium Subscription issues

It's clear a lot of the requirements in this document have been developed in response to the issues caused by the premium subscription services. However they are not relevant or make it too onerous for other free or non-subscription services at low price points e.g. 20c.

An example of this is the FreeMsg requirement.

It would be a lot better to isolate the premium subscription services out and keep the rest of the document and requirements independent of these (and simpler)

Conflicts and repetition of UEMA act will lead to confusion

In a lot of places the document repeats variations of the UEMA act – or states confusing variations. In practise clients will defer to UEMA – and if clauses are similar but different will refer to UEMA and say that it allows them to do something so will not follow this. Also there is the risk that UEMA will change or be interpreted differently in the future – and this document will be in conflict.

Given that companies must comply with UEMA it would be better to refer to UEMA more where applicable and not reproduce different versions of what it states. We have pointed out some of these sections.

Key Issues

The following are our key issues that we feel clients are unlikely to comply with the code in its current form – and mean in practise it would be hard for us to support it.

13.2a [FreeMsg]

This is our most frustrating issue – and seems to be designed to counter the problems caused by poor practice around charged premium services.

Why do advertisers have to be punished by having to clutter up a small 160 character message with the [FreeMsg] prefix, reducing it in size a further 9 characters.

When taken along with UEMA requirements for identifying the sender, and optout, there is no room left to say anything in the message !

We think the best solution here instead of adopting the Australia standard with the prefix, is to put the cost of the message at the start of it instead, if the message is NOT free to the consumer, as this would only impact paid services and not the larger promotion based services

i.e. premium charged services need to prefix their message with [\$5] (for example). But free services would require no prefix.

Also would a reply message, which is free need this text also as this is not clear?

e.g. I txt a keyword "food" I get a free reply should it have free message? [we don't want to go there].

We would find the inclusion of the clause would possibly mean we would not support the code or this part of the code.

Also the clauses 13.2c, d, e also seem related to premium services not promotional databases
Also clauses b and f are covered by the spam act so really a reference to that is more appropriate

30.2 Free phone helpdesk

Typically advertisers adopt SMS response for advertising as a response channel to complement web – without having the requirement of having the costs associated with a contact centre.

There are a lot of clauses that require a free phone or phone based contact centre that seem to apply to either non-chargeable subscription or chargeable non-subscription.

Also even providing a phone number for issues – will mean consumers will call it for other reasons.

This defeats this objective and in our opinion is not required.

We can see this is required for chargeable subscription – but should not apply to the others.

We would like to see all requirements around phone contact details (free or otherwise) only apply to chargeable subscription or chargeable non-subscription > 20c

29.5 Inactive customers

A lot of banking, retail and financial service clients will not abide by this. They have an ongoing relationship with clients but do not necessarily send customers SMS every 6 months.

Also they will not accept any clause telling them they cannot communicate with their customers when covered by the UEMA.

This should be removed except premium subscription

29.6 Purging of data.

This may be wording – but no banking client is going to 'purge their database'. Should be rephrased to say unsubscribe

8.1.7 Use of the term free

This is not acceptable. For example our clients advertise free samples or offer free information booklets but use a 20c shortcode. This should be removed as the price point for messaging will be clearly displayed

9.2.1 Display of Freephone and Website

This is out of date and onerous – and only one step from requiring a postal address to be posted!

And is not a requirement for other call to actions e.g. phone number, website, postal address

Advertisers are attempting to use SMS as a channel to request more information because it's cheaper than a call centre – so advertising a free phone number defeats this purpose – and may be in the interest of Telcos – but is not in the interest of advertisers

We don't think there should be any requirement for either a free phone or url. If consumers have questions about advertisements now they will look up the company in the white/yellow pages and call them (as is the case now if they dont have web and a advertisement publishes a website address)

Our suggestions for this are in order of preference:

- Remove this entire requirement
- Alternatively apply it only to chargeable subscription – or services with a cost > 20c
- Alternatively remove the free phone condition and retain the website clause

10.2.1c Instructions to opt out on TV

This should only apply to charged subscription services – if at all
There is not space in TV or other media to include all instructions – nor time to display it.
Also as all messages should contain instructions to opt out – also not required

15.1.1 Customer consent

A lot of corporates such as banks, insurance companies etc are using inferred consent.
This is covered under the UEMA. So adding this clause will be in conflict with this – and they will just ignore it.

This should be replaced with compliance with UEMA

Requiring Clarification

Validating Mobile - From discussions in the meeting it was clear that there was some uncertainty around the scenario where we would push a bulk message to a consumer without them having validated their mobile number through their phone, like physically txtting join to opt in.
We are seeing people opt in through contracts that have a relationship with a customer and wanting to push them messages.
There should be no issue with permission as they have opted in via another channel and the txt message would have opt out functionality.
We are not sure from reading this document how this is interpreted – can you comment.

Minor Issues

8.1.6a Similar in size to that of any Short code advertised

This is ambiguous. For example on a call to action to request more information the instructions to txt should be large and take up as much of the screen as possible. In this case the price point of 20c will be 0.25 to 0.5 of the font size – which would be very clear and obvious. Is that similar?

We think the second clause is clearer and sufficient on its own
“sufficient size to be read by the audience given the nature of the promotional media” + 8.1.6b

8.1.8-8.1.14

We don't have any major objections to this
However this seems to apply to the general client offer – not just specific mobile offers.
Clients are governed by the Advertising Standards around this stuff. For example if there are limitations around quantity of samples – then advertisers will follow their existing

standards and in practise ignore the code on this .i.e. just in the same way as if the offer had a web or 0800 response.

9.2.1 Display for 10 seconds

No problem with this. But in practise it's not possible to police this well and advertisers often only display the call to action on last frames – which are more like 2-3 seconds. So we think it should be changed so its displayed on the screen for the same period as the shortcode (i.e. at same time)

Also doesn't match 9.2.1e

9.4.1 It doesn't make sense to apply print point sizes to web/digital displays

This will be ignored

You need a guideline that is independent of the physical medium

9.4.2b This is not sensible. An advertiser can't control exactly where their ad appears and whether it will appear part way down a page. This is far too much detail here

10.1.1 This doesn't make sense when there is not a set frequency.

i.e. when an advertiser asks someone to opt in to receive future alerts or updates. The frequency may not be known or relevant. This should only apply where the ongoing messages are charged to the consumer. Not for uncharged

10.2.1b This should only apply to charged subscription services.

Advertisers should be free to use more appropriate terms where applicable e.g. opt in

10.2.1d This should only apply to charged subscription services.

10.2.2, 10.3.2, 10.4.1 This should only apply to charged subscription services.

16.1 Its difficult to see how this makes sense when its included under the column for Chargeable Non-Subscription. i.e. txt for info. Should only apply to chargeable subscription services.

17.1.bii – this should not preclude the optin being on a 20c shortcode. As often clients collect permission as part of an interactive experience.

17.1.ciii Including the opt out instructions in the optin confirmation is not really required and is a waste of space. Advertisers need this space to offer further call to actions or instructions. As every push message must contain the instructions it's not needed here.

17.1.civ Also shouldn't be required. Advertisers adopt messaging services to reduce call centre costs. Also not all advertisers have call centres. The UEMA requires contact details to be included in all push messages. And most clients supply their website address to meet this. So this clause should be removed or just reflect the UEMA.

19.1.2,4 This is covered by the UEMA – best to just refer to that.

20.2.1 In practise this causes problems – as consumers respond to messages and include normal words/phrases that include the word STOP. E.g. "I stopped the payment"

In practise we generally need to require that the message starts with the word STOP to avoid these issues.

20.2.2. 2 Working days differs from UEMA of 5 days. Best just to refer to UEMA as clients will always quote this.

20.2.6 [FreeMsg] See major issues list

20.2.6v – Help line – see above

23.1.2 This should only apply to chargeable subscription – not chargeable non-subscription
For example we offer a service Txt4Info that shares a 20c shortcode across multiple advertisers.
We would not notify the consumer if they requested information (20c per time) more than 600 times = \$30

26.1bi FreeMsg – See major issues above when relating to non charged subscription or non-charged non-subscription

26.1c See above re helpline

29.7 Not realistic

In our experience the delivery failures cannot be relied on for all telcos e.g. for telecom if the handset is turned off you get a failure. So in practise strategies like a failure threshold need to be adopted.