

Tribunal meeting number: 242

Case reference: 135934

Level 2 provider: Inter Inventory Company Limited
Tsim Sha Tsui East, Kowloon, Hong Kong.

Type of service: Game portal – Subscription service

Level 1 provider: Mgage Europe Limited, London, United Kingdom

Network operator: All network Operators

Background

The case concerned a gaming subscription service called BestVIPGames (“the **Service**”) which operated on a PayForIt (“PFI”) platform. PFI is a *payment method which enables consumers to buy digital content and services via their phone bill*. The Service used short codes 64055 (“short code 1”) for the stop function and 85450 (“short code 2”) for free reminder messages and receipts. The Service was charged at £4.50 per week and provided access to a games portal which consumers were sent a link to via text message once they subscribed. The Service had not been registered with the PSA and therefore there was no service description entered by the Level 2 provider on the PSA’s Customer Relationship Management system (“CRM”).

The Level 2 provider stated that the Service commenced operation on the 31st of May 2017, and this was confirmed by the Level 1 provider. The Level 2 provider and the Level 1 provider both stated, at the beginning of the investigation, that the Service was no longer being promoted. However, consumers who were yet to send a stop request to opt out of the Service, continued to be charged for the subscription on a weekly basis. The Level 2 provider confirmed that the game portal was still accessible to current subscribers.

The Service was said to have been promoted via banner adverts between June 2017 and January 2018. Between 29th of August 2017 and 13th of September 2017, the Service was suspended from operation, following a discovery by Empello Ltd (“Empello”), a third-party compliance audit house, of a promotion for the Service which used “content locking”. The Level 2 provider advised the Executive that it was given approval to promote the Service again by the Level 1 provider on 2nd June 2018, which it did for one day before the promotion was halted again on 3rd June 2018. The Executive asked the Level 2 provider to explain the reason why it only promoted the service for one day and the Level 2 provider responded by stating:

“But for the promotional campaign occurred from June 2nd, 2018 until June 3rd, 2018. We were going to run the campaign for longer, but as we exceeded our own expectations and figures we decided to halt it” {SIC}.

Short code 2 was registered on the PSA website on 7th November 2014 by the Level 1 provider in relation to the Service. The Level 1 provider's contact information was supplied as required under the Code. Short code 1 was registered on the PSA website on 10th October 2016 by another Level 2 provider in relation to a different service. The information displayed on the website did not have the required contact details for the Level 1 provider or the Level 2 provider in relation to the Service.

The investigation

In response to enquiries by the Executive, the Level 2 provider had described the operation of the Service as follows:

"Mobile end users attempt our landing page, they will be asked to subscribe to our game service.

When users click "Play Now" button on the landing page, they will be redirected to Payforit (PFI)'s two payment pages. In PFI 1st payment page, users have to continue by clicking the button "Subscribe Now for £4.50 per week". Above the "Subscribe Now for £4.50 per week" button, STOP command is stated very clearly.

Mobile end users will then be redirected to 2nd confirmation page to continue, users confirm the payment once more by clicking button "Confirm this charge to your mobile" with call-to action "Continue to UK bestvipgames for £4.50 per week until you text STOP to 64055", just above the button. Also, the unsubscribe method "text STOP to 64055" is clearly shown in both pages.

The pricing and terms information are clearly stated on our pages. Refer to the T&C clause 3, it mentioned our subscription details. And refer to the clause 5, it mentioned "text STOP to 64055" for service unsubscription. Please see the attachment for the details" {SIC}.

On 6 October 2017 the Executive was informed by the Level 2 provider, in response to an informal enquiry, that its Service was no longer being promoted and had in fact been suspended by the Level 1 provider due to content locking being found in the promotion of the Service. Upon receipt of this information, the Executive asked the Level 1 provider for more information about the content locking referred to by the Level 2 provider.

On 6 October, the Executive was informed of the following by the Level 1 provider:

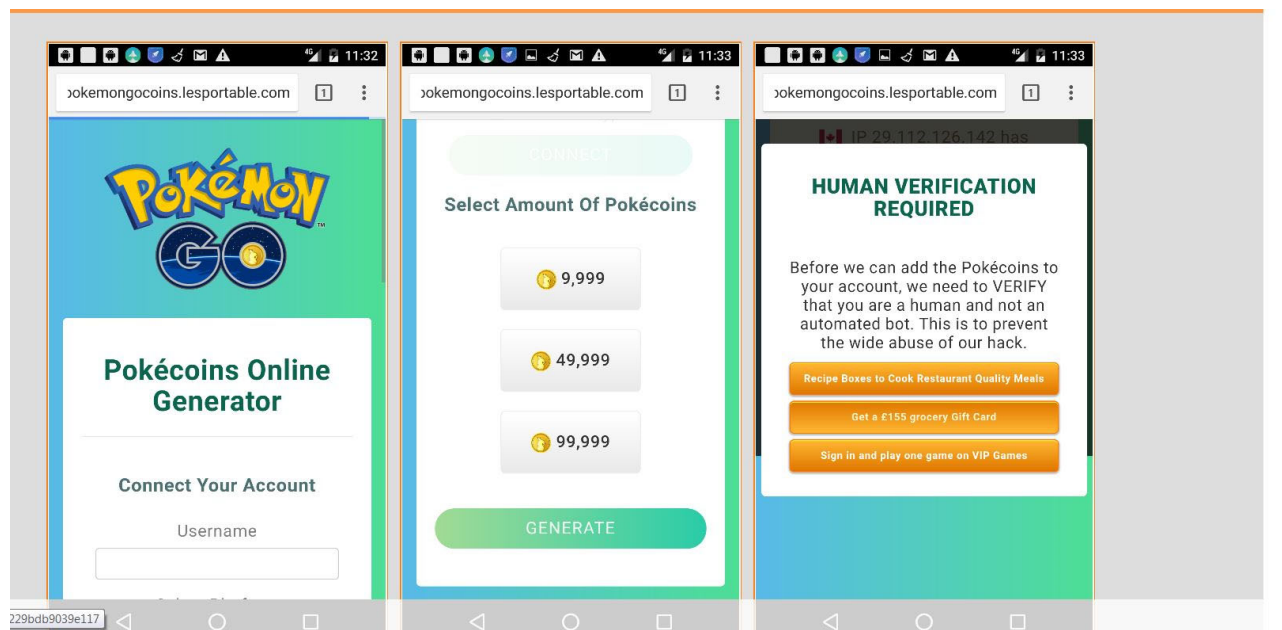
- 1) *The BestVIPGames was found in content locking*
- 2) *29th August 2017 - 13th September 2017*
- 3) *They are not suspended at present, suspension was lifted on the 13th of September 2017*
- 4) *mGage requested that as a part of the suspension being lifted, it was a requirement that Inter Inventory contracted an independent 3rd party Compliance Monitoring Partner – MCP was not encouraged this is who the client elected {SIC}"*

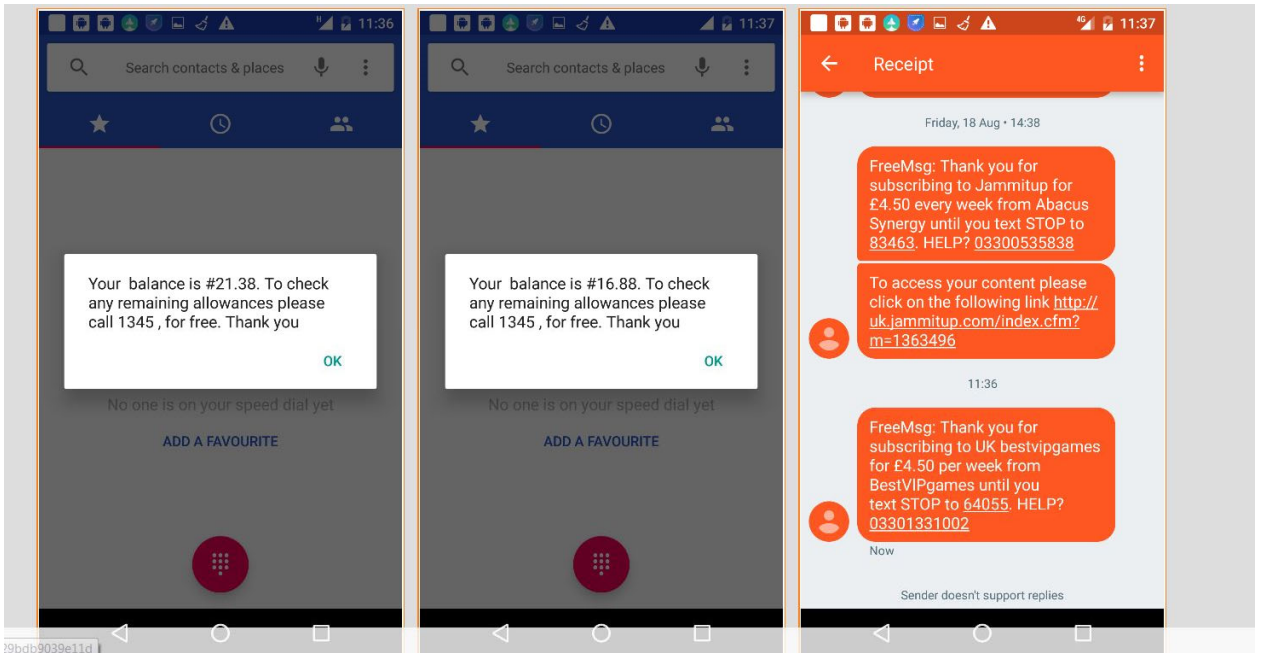
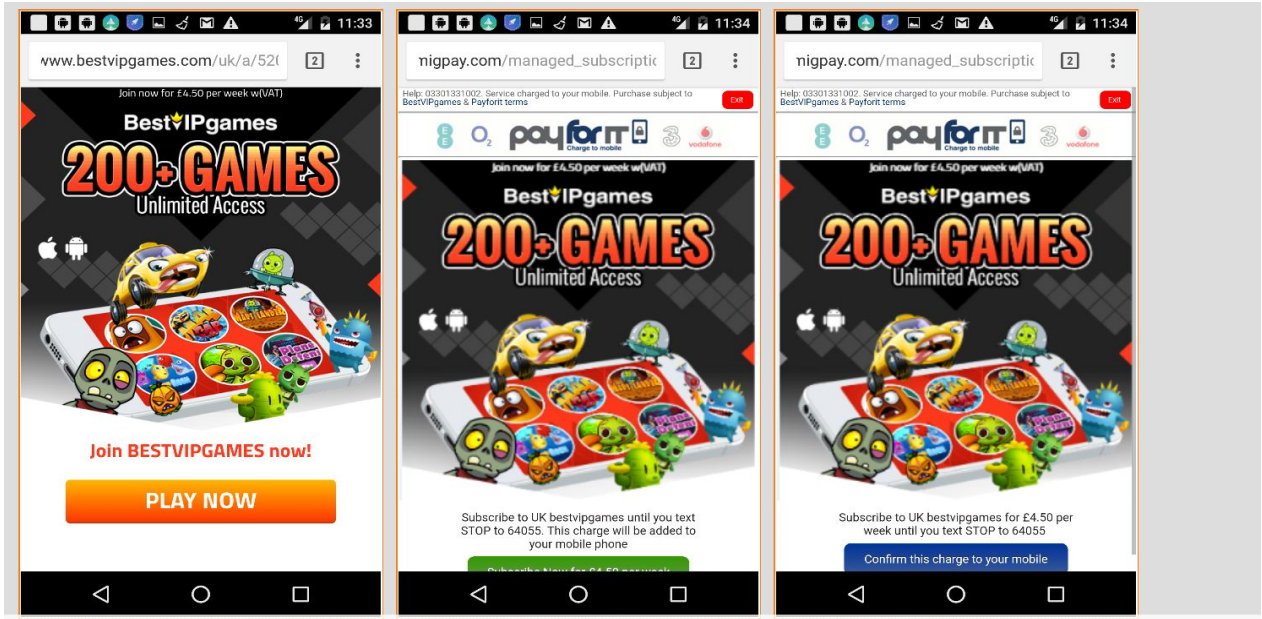
On 10th October 2017 the Level 1 provider supplied the Executive with evidence of the content locking referred to above. This was in the form of screenshots of a consumer journey captured on 29th August 2017 by Empello, a third-party Audit House, employed by the Mobile Network operator Vodafone. The screenshots depicted a different consumer journey to the one described by the Level 2 provider. The consumer journey showed a subscription to the Service via a promotion using content locking. The definition of content locking can be found in the PSA Guidance note titled Digital marketing and promotions which states at point 1.3 that:

”Content locking

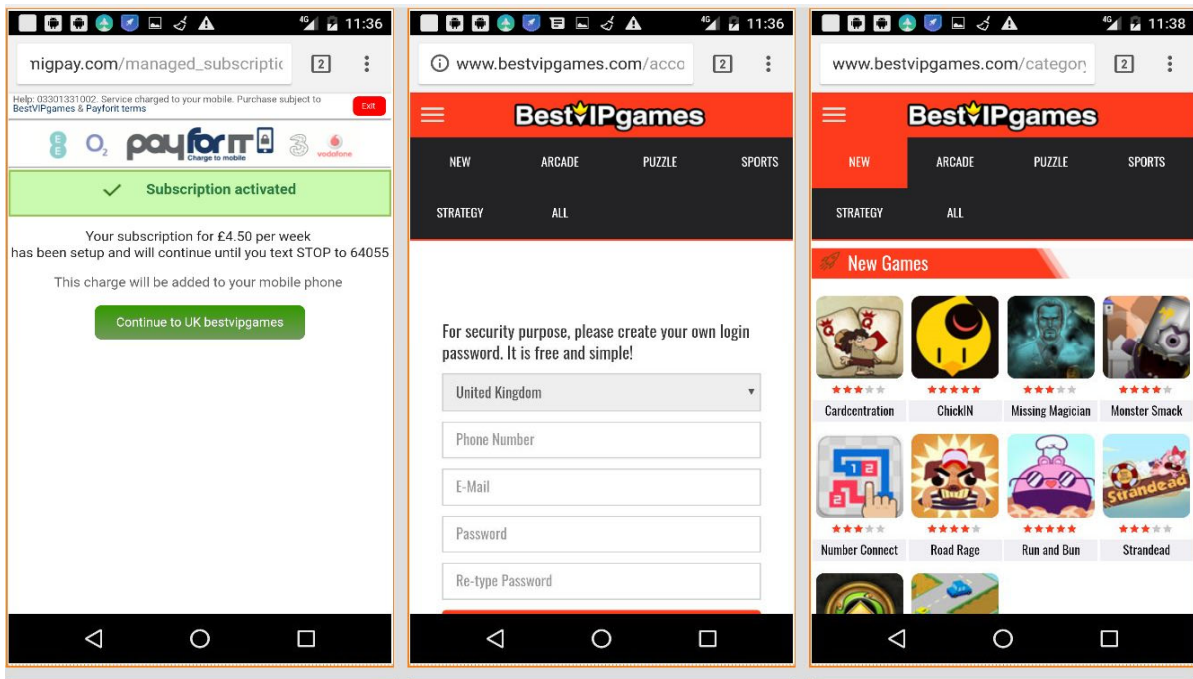
Specifically, this relates to marketing techniques used by one party, such as an affiliate marketer, to generate leads and increase conversions for a second party’s online service transaction. Consumers are often induced to make the payment on the second party’s website because they believe it is the only means of accessing the original party’s content, and not because of any interest in the product or service for which they make payment. Furthermore, commission from the payment goes to the marketing affiliate to pay for content that may be presented as being “free”.”

Within the consumer journey captured, the monitoring agent sought to obtain Pokémon coins but appeared to have been given the impression that they would need to subscribe to the Service before being able to obtain the Pokémon coins to do so. Screenshots of the consumer journey are below.





The 2 text messages above the BestVipGames message in last screen were not related to the Service in question.



Summary of complaints

The first complaint regarding the Service was received by the Executive on 13th June 2017 and the most recent complaint was received on 19th September 2018. There were 161 complaints received about the Service in total, with the peak complaint period being during September 2017.

A sample of the complaints from consumers is below:

I do not know who they are or what services they provide but searching on internet and looking at bill I guessed I needed to send STOP to 64055 as I think this is the service that is charging me.

*response :-
64055*

*FreeMsg: Thank You. You have been successfully unsubscribed from UK bestvipgames, provided by BestVIPgames. HELP? 03301331002.
08.30.2017 22:38:07*

i never go on games websites as I do not play computer games. {SIC}

1. There was no information about the service, I basically opened my web browser on smartphone, scrolled down, something popped out on my screen, I closed it and received above message about subscription to some service and that I will be charged £4.5 a week.

2. I was looking for some information on google and during scrolling down something popped out on my screen.

3. £4.5 a week

4. £3.75 plus VAT {SIC}

On 15th August I received a text on my 'phone to say that I'd subscribed to a service for which I would be charged £4.50 a week until I texted STOP to a number, or called a specific number.

As I hadn't subscribed to anything and it didn't specify my name, I thought it to be 'spam' or a phishing scam, or that it was trying to get me to do something that would involve me in texting or calling a premium rate number.. I therefore followed standard advice and ignored it.

I'm a pay as you go customer and so the first time that I knew something was wrong was when my credit disappeared.

As this was clearly a mistake, or fraud, I contacted EE via their online complaint form. I was called back by someone from EE who implied it was nothing to do with them. They seemed to accept that I didn't know who the company was, as they offered to give me details of the company that made the charge; a clear admission that I was not involved in this transaction in any way, but they were not prepared to sort it out for me, or return my money.

This was totally unacceptable and so I followed up with a further complaint and was called again on 25th August by EE, once more saying that it was nothing to do with them and that their terms and conditions allowed third party companies to charge their customers.

As EE were not prepared to help I have used the contact details of the company provided by them, but have received no response. {SIC}

Hello,

I have been signed up to a subscription service with "best VIP games" without my knowledge or consent. They have repeatedly charged me £4.50 on several occasions.

I was only aware of this when I checked my bill. I never received any texts or calls from the company.

The total charges have equalled £22.50. The charges are always £4.50 each time. See attached screenshots from my bill.

EE has blocked the company from charging me. However, I am very unhappy as I never signed up to the service in the first instance.

Please would you be able to help me receive a refund? {SIC}

Apparent breaches of the Code

The Executive submitted that the Service breached the following provisions of the Phone-paid Services Authority Code of Practice 14th Edition ("the Code"):

- Rule 2.3.1 – Fairness
- Rule 2.3.2 – Misleading
- Rule 2.6.1 – Quick, easy and fair complaints process
- Paragraph 3.4.14 (a) – Providing relevant information to the PSA to identify services

Submissions and conclusions

Alleged breach 1

Rule 2.3.1 of the Code states “Consumers must be treated fairly and equitably”.

1. The Executive asserts that the Level 2 provider has breached Rule 2.3.1 of the Code of Practice 14th Edition (the Code), on the basis that it has treated consumers unfairly by failing to supply them with the link required to access the Service. In its investigation, the Executive requested the message logs between the Level 2 provider and the MSISDNs for all consumers who had made a complaint to the PSA at that point in time. The Executive observed that none of the logs it was supplied with displayed any messages containing a link to the Service. The Executive was therefore concerned that, if the consumer did not save the link following subscription to the Service, they would be charged £4.50 per week for a service which they had no means of accessing.

Below is a selection of screenshots of the message logs between the Level 2 provider and the MSISDN ranging from dates 31st April 2017-9th September 2018:

Date & Time	Direction	Shortcode/Sender	Mobile Number	Keyword	Client	Message GUID	Gateway Status	Final Status	Message Body
20/09/2017 19:33	MC	8540			MIG009	78b5d67c-23f9-4731-e0f4-1d6d940b11f7		Received	
20/09/2017 18:59	DR	8540			N/A			Delivered	
20/09/2017 18:59	MT	8540			MIG431	b4b65f75-cafc-4988-90d1-e45161224d5d	sent	Unknown	Thank you for subscribing to UK bestvpgames for £4.50 per week from BestVPGames until you text STOP to 64055. HELP? 03301331002
19/09/2017 14:23	DR	64055			N/A			Delivered	
19/09/2017 14:22	MT	64055			MIG431	b63ece90-0a7d-4c70-933a-725e52b9d47e	sent	Unknown	FreeMsg: Thank You. You have been successfully unsubscribed from UK bestvpgames, provided by BestVPGames. HELP? 03301331002.
09/09/2017 22:05	DR	RECEIPT			N/A			Delivered	
09/09/2017 22:04	MT	RECEIPT			N/A			Unknown	FreeMsg: Reminder. You are subscribed to UK bestvpgames for £4.50 per 1 week from BestVPGames until you text STOP to 64055. HELP? 03301331002
13/08/2017 14:52	DR	RECEIPT			N/A			Delivered	
13/08/2017 14:52	MT	RECEIPT			N/A			Unknown	FreeMsg: Thank you for subscribing to UK bestvpgames for £4.50 per week from BestVPGames until you text STOP to 64055. HELP? 03301331002

Date & Time	Direction	Shortcode/Sender	Mobile Number	Keyword	Client	Message GUID	Gateway Status	Final Status	Message Body
05/10/2017 09:57	DR	64055			N/A			Delivered	
05/10/2017 09:57	MT	64055			MIG431	028ba25b-6a2c-4004-a9e3-29900708c7fd	sent	Unknown	FreeMsg: Thank You. You have been successfully unsubscribed from UK bestvpgames, provided by BestVPGames. HELP? 03301331002.
29/09/2017 15:36	DR	8540			N/A			Delivered	
29/09/2017 15:36	MT	8540			MIG431	6882650e-681c-42af-976b-bc08ff8f50f6	sent	Unknown	Thank you for subscribing to UK bestvpgames for £4.50 per 1 week from BestVPGames until you text STOP to 64055. HELP? 03301331002
22/09/2017 15:36	DR	RECEIPT			N/A			Delivered	
22/09/2017 15:36	MT	RECEIPT			N/A			Unknown	FreeMsg: Reminder. You are subscribed to UK bestvpgames for £4.50 per 1 week from BestVPGames until you text STOP to 64055. HELP? 03301331002
22/09/2017 15:36	DR	8540			MIG431	d25d9d2b-3f13-4841-84d1-56f7e4e5d4f	sent	Unknown	Thank you for subscribing to UK bestvpgames for £4.50 per 1 week from BestVPGames until you text STOP to 64055. HELP? 03301331002
22/09/2017 15:35	MT	8540			N/A			Unknown	Thank you for subscribing to UK bestvpgames for £4.50 per 1 week from BestVPGames until you text STOP to 64055. HELP? 03301331002
15/09/2017 15:36	DR	8540			MIG431	ca341849-fa38-4909-b189-b2adca732e73	sent	Unknown	Thank you for subscribing to UK bestvpgames for £4.50 per 1 week from BestVPGames until you text STOP to 64055. HELP? 03301331002
15/09/2017 15:35	MT	8540			N/A			Unknown	Thank you for subscribing to UK bestvpgames for £4.50 per 1 week from BestVPGames until you text STOP to 64055. HELP? 03301331002
25/08/2017 15:36	DR	8540			MIG431	833baa88-240c-41ef-9274-b26bac6a9e69	sent	Unknown	Thank you for subscribing to UK bestvpgames for £4.50 per 1 week from BestVPGames until you text STOP to 64055. HELP? 03301331002
25/08/2017 15:35	MT	8540			N/A			Unknown	Thank you for subscribing to UK bestvpgames for £4.50 per 1 week from BestVPGames until you text STOP to 64055. HELP? 03301331002
18/08/2017 15:36	DR	8540			MIG431	256750c-597c-400b-bd85-90d6806ee580	sent	Unknown	Thank you for subscribing to UK bestvpgames for £4.50 per 1 week from BestVPGames until you text STOP to 64055. HELP? 03301331002
18/08/2017 15:36	MT	8540			N/A			Unknown	Thank you for subscribing to UK bestvpgames for £4.50 per 1 week from BestVPGames until you text STOP to 64055. HELP? 03301331002
12/08/2017 08:23	DR	RECEIPT			N/A			Delivered	
12/08/2017 08:23	MT	RECEIPT			N/A			Unknown	FreeMsg: Thank you for subscribing to UK bestvpgames for £4.50 per week from BestVPGames until you text STOP to 64055. HELP? 03301331002
12/08/2017 08:23	DR	8540			N/A			Delivered	
12/08/2017 08:23	MT	8540			MIG431	8d9e364-5c1a-4732-8dbf-bea77ec032a2	sent	Unknown	Thank you for subscribing to UK bestvpgames for £4.50 per week from BestVPGames until you text STOP to 64055. HELP? 03301331002

Date & Time	Direction	Shortcode/Sender	Mobile Number	Keyword	Client	Message GUID	Gateway Status	Final Status	Message Body
04/11/2017 05:44	DR	64055			N/A			Delivered	
04/11/2017 05:44	MT	64055			MIG431	33ec7f68-f242-47ab-93bf-6361252b2b7b	sent	Unknown	FreeMsg: Thank You. You have been successfully unsubscribed from UK bestvpgames, provided by BestVPGames. HELP? 03333003561.
04/11/2017 05:44	MO	64055			MIG000	30c3679b-b257-4230-94d8-00e21ed17a7d	sent	Unknown	Stop
04/11/2017 05:14	DR	RECEIPT			N/A			Delivered	
04/11/2017 05:14	MT	RECEIPT			N/A			Unknown	FreeMsg: Reminder. You are subscribed to UK bestvpgames for £4.50 per 1 week from BestVPGames until you text STOP to 64055. HELP? 033330035
07/10/2017 05:14	DR	RECEIPT			N/A			Delivered	
07/10/2017 05:14	MT	RECEIPT			N/A			Unknown	FreeMsg: Reminder. You are subscribed to UK bestvpgames for £4.50 per 1 week from BestVPGames until you text STOP to 64055. HELP? 03301331002
09/09/2017 09:30	DR	RECEIPT			N/A			Delivered	
09/09/2017 05:14	MT	RECEIPT			N/A			Unknown	FreeMsg: Reminder. You are subscribed to UK bestvpgames for £4.50 per 1 week from BestVPGames until you text STOP to 64055. HELP? 03301331002
12/08/2017 05:14	DR	RECEIPT			N/A			Delivered	
12/08/2017 05:14	MT	RECEIPT			N/A			Unknown	FreeMsg: Reminder. You are subscribed to UK bestvpgames for £4.50 per 1 week from BestVPGames until you text STOP to 64055. HELP? 03301331002
18/07/2017 22:17	DR	RECEIPT			N/A			Delivered	
18/07/2017 22:17	MT	RECEIPT			N/A			Unknown	FreeMsg: Thank you for subscribing to UK bestvpgames for £4.50 per week from BestVPGames until you text STOP to 64055. HELP? 03301331002
08/07/2017 05:14	DR	RECEIPT			N/A			Delivered	
08/07/2017 05:14	MT	RECEIPT			N/A			Unknown	FreeMsg: Reminder. You are subscribed to UK bestvpgames for £4.50 per 1 week from BestVPGames until you text STOP to 64055. HELP? 03301331002
10/06/2017 22:01	DR	RECEIPT			N/A			Delivered	
10/06/2017 22:01	MT	RECEIPT			N/A			Unknown	FreeMsg: Thank you for subscribing to UK bestvpgames for £4.50 per week from BestVPGames until you text STOP to 64055. HELP? 03301331002

The Executive noted that within the “message body” column of the logs provided, none of the text messages received by the subscription included a web link to the games portal which the subscription related to.

The Executive acknowledged that in the consumer journey captured by Empello, the monitoring agent appeared to have been able to access the game portal and use the games after their initial subscription to the service, as following subscription, they were immediately directed to the game portal. However, it was unclear how a consumer would subsequently re-gain access to the portal after the initial access and having closed down that window on their phone.

The Executive investigated this further, by asking the Level 2 provider to explain how it intended consumers to access the game portal once they had subscribed to the Service:

“Please provide details of all methods by which consumers are able to regain access to the service once they have subscribed?”

The Level 2 provider responded as follows:

*“Once subscribed, MSISDN’s with active subscriptions will be able to visit the games portal and play games via the URL www.bestvipgames.com/uk
These links are also provided in the billed message and confirmation message to help users access the content {SIC}.”*

However, the Executive noted that this contradicted the evidence contained within the message logs, which showed that no such links were sent to consumers. In total, the PSA had received 161 complaints regarding the Service and had obtained message logs in respect of all of the complaints. The Executive had reviewed the logs and found that no logs showed that a link to the Service had been sent to consumers. In light of this, the Executive stated that a reasonable inference could be drawn that no consumers of the Service were sent links to the game portal.

Furthermore, to identify whose responsibility it was to issue the links to consumers, the Executive asked the Level 1 provider to answer the following questions:

- “i) Who is responsible for issuing the link message to subscribers for them to access the service?”*
- ii) Who is responsible for sending the reminders regarding the service?”*

The Level 1 provider responded as follows:

- “i) L2 is responsible*
- ii) mGage is responsible [SIC]”*

The Executive therefore understood the Level 1 provider’s position to be that the Level 2 provider was responsible for sending the link to subscribers, while it was the responsibility of the Level 1 provider to send reminders about the Service.

The Executive continued its investigation by asking the Level 2 provider to confirm who it viewed as being responsible for supplying the required link for consumers to access the portal. The Level 2 provider responded as follows:

“As the Level 2 provider, we are responsible for providing access to consumers for the service.”

The Executive therefore submitted that the Level 2 provider was responsible for providing subscribers with links to the Service, was aware of this responsibility and had failed to deliver. The Executive argued that, by not issuing this link to consumers, the Level 2 provider had deprived the consumers of the ability to return to the game portal once subscribed. As such, the Level 2 provider had not treated consumers fairly and equitably.

Accordingly, the Executive submitted that the Level 2 provider had breached rule 2.3.1 of the Code.

2. The Level 2 provider admitted the breach in part. The Level 2 provider stated that it should be noted that, although it was the responsibility of the Level 2 provider to send the billed message, its billed message was created and controlled by the Level 1 provider.

The Level 2 provider agreed that having the URL in the billed message made the service far more accessible to subscribers. This had been the intention for the billed messages which were set to go out and it was clearly an oversight that the URL for the service was not present, but this was controlled by the Level 1 provider.

The Level 2 provider stated that it must also be noted that, although the URL was not contained in the billed message on these occasions, the subscriber was still able to access the games portal via the URL login. In each message that went out, BESTVIPGAMES was listed, along with opt out information and a helpline number. As such, in this case, the Level 2 provider stated that consumers subscribed to the service were treated fairly and equitably.

The Level 2 provider further stated that, as the Level 1 provider created the message on its behalf and controlled it, this fell within the Level 1 provider's remit. The Level 2 provider argued that the Level 1 provider should have been checking the service and the message requirements, although the Level 2 provider noted that it was not stated in the Code of Practice that the URL must be in the message body. The Level 2 provider indicated that, now that it was aware of the situation, it could ask the Level 1 provider to make the necessary amendments.

3. The Tribunal considered the Code and all the evidence before it. The Tribunal noted that the Level 2 provider had accepted that a URL link had not been sent to consumers in the billable messages. On this basis, together with the evidence of logs from 161 consumers which showed that a URL was not sent, the Tribunal was satisfied that all consumers had been affected.

The Tribunal was not persuaded by the Level 2 provider's submission that responsibility for the billable message rested with the Level 1 provider, noting that it was ultimately the Level 2 provider's responsibility to ensure that the service was operated in compliance with the Code.

The Tribunal's view was that there was potentially sufficient information contained within the billable message for a consumer to access the games portal but considered that this would not be easy for consumers.

In respect of the Level 2 provider's submission that there was no Code requirement that a URL be included in billable messages, the Tribunal noted that this specific requirement was not contained within the Code. Notwithstanding this, the Code required that consumers of a service be treated fairly and equitably. The Tribunal was

satisfied on the evidence before it that the Level 2 provider had not treated consumers fairly, as it had not provided an easy or direct route for consumers to access the Service for which they were being billed.

Accordingly, the Tribunal upheld a breach of rule 2.3.1 of the Code.

Decision: UPHELD.

Alleged breach 2

Rule 2.3.2 of the Code states “PRS must not mislead or be likely to mislead in any way”

1. The Executive asserted that the Level 2 provider had breached Rule 2.3.2 of the Code based on the misleading consumer journey demonstrated in the “content locking” discovered on 29th of August 2017 during the promotion of the Service.

The Executive relied on the PSA’s General Guidance note on Digital marketing and Promotions which states:

“In this context, digital marketing and promotions refers to a broad range of marketing practices that make use of online platforms. Many of these practices generate revenue for the industry, driving innovation and allowing consumers to engage with premium rate services (PRS) as a payment method.”

“Examples of practices which are always capable of misleading if not treated with caution and control.

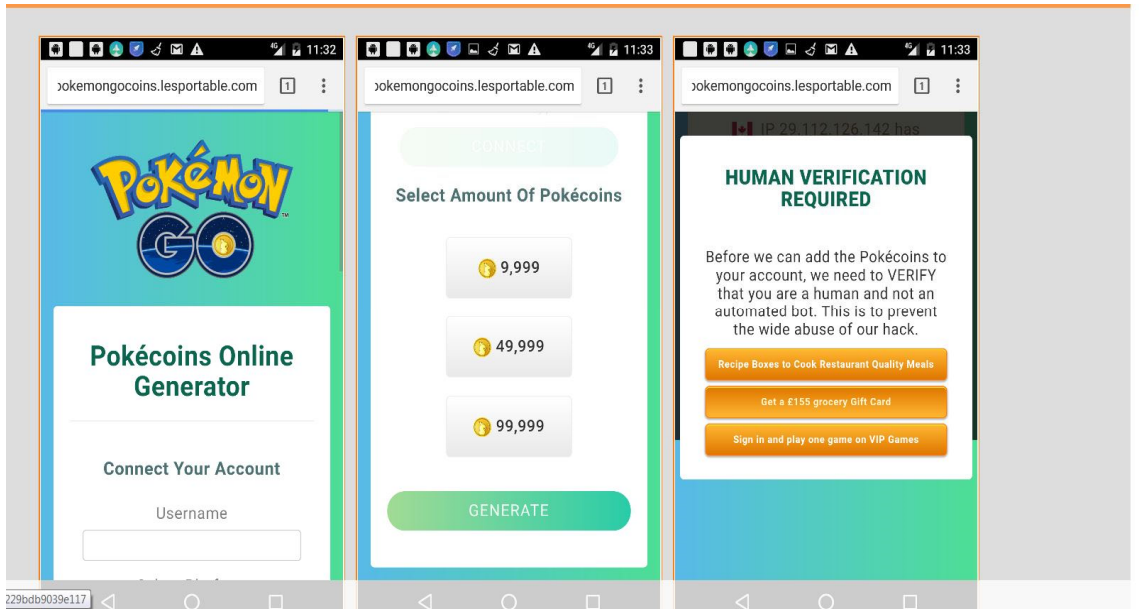
- *Content locking*

Specifically, this relates to marketing techniques used by one party, such as an affiliate marketer, to generate leads and increase conversions for a second party’s online service transaction. Consumers are often induced to make the payment on the second party’s website because they believe it is the only means of accessing the original party’s content, and not because of any interest in the product or service for which they make payment. Furthermore, commission from the payment goes to the marketing affiliate to pay for content that may be presented as being “free”.”

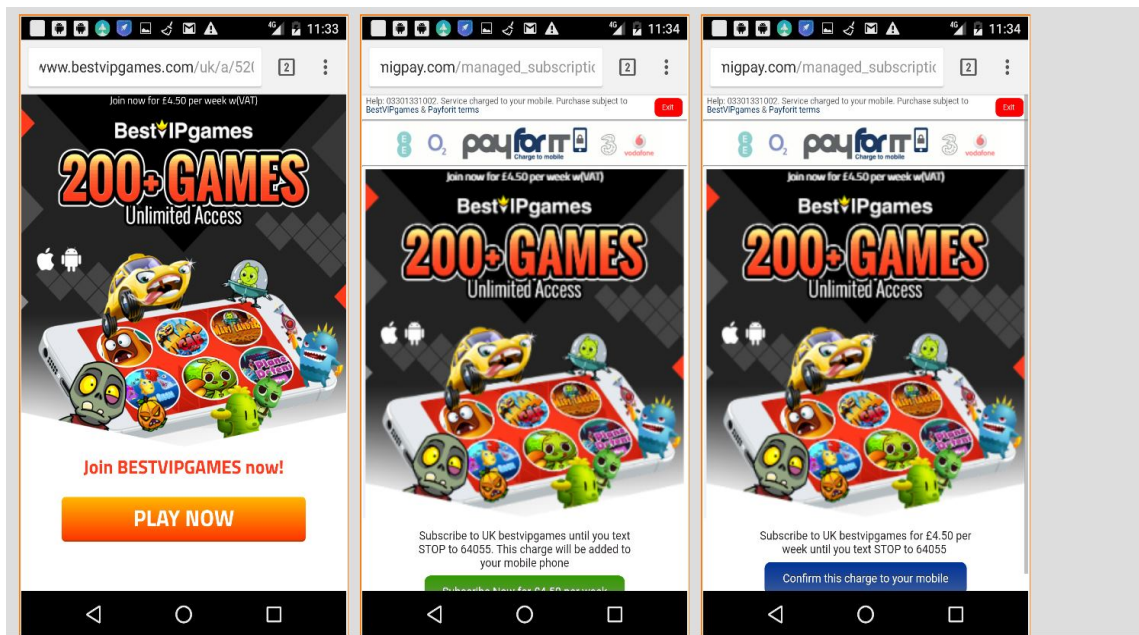
The misleading consumer journey was captured by Empello, a third-party audit house employed by the Mobile Network operator (MNO), Vodafone. The Level 1 provider was informed of the content locking issue discovered by Empello on 29th August 2017. On the same day, the Level 1 provider informed the Level 2 provider of the content locking and suspended the service. The suspension was lifted on 13th September 2017, after the Level 2 provider complied with the Level 1 provider’s requirement to employ an independent third-party compliance monitoring house. The Executive was informed of the content locking issue by the Level 2 provider in response to an Informal Enquiry regarding the service on 6th October 2017.

The content locking journey found by Empello was recorded in screenshots, which depicted the monitoring agent attempting to acquire “Pokémon Go” coins online via a mobile device. It did not show how the page was discovered or what search terms were used to get to the page, but the monitoring agent was instructed to first connect with

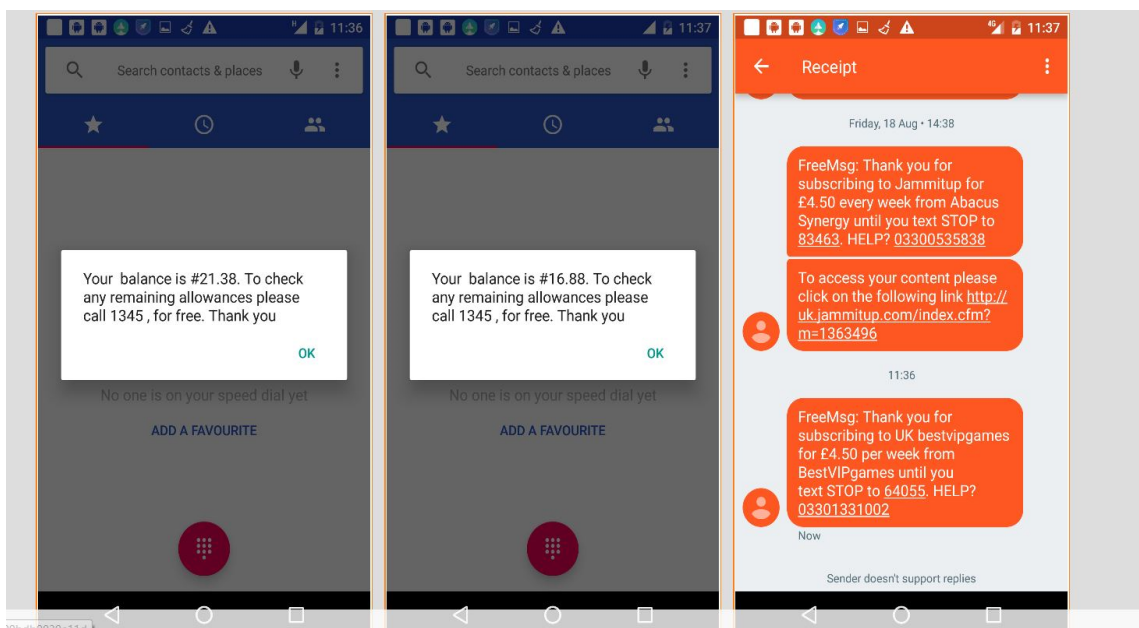
their Pokémon account by signing in with their Pokémon Go username. They were then instructed to select the number of coins they wished to generate. After this, they were transferred to another page advising them that “Human verification” is required to prevent the wide abuse of “the hack”. For the consumer to be “verified as human” they were presented with a list of options with boxes to choose from with actions to complete. The monitoring agent was not told how many of the three actions they were required to complete.



One of the boxes stated that the monitoring agent should “sign in and play one game on VIP Games” to verify that the user was a human. After this the monitoring agent went through a flow on PayFort and gained access into the Service by signing in.



The monitoring agent then received a text message confirming that they had been subscribed to the Service.

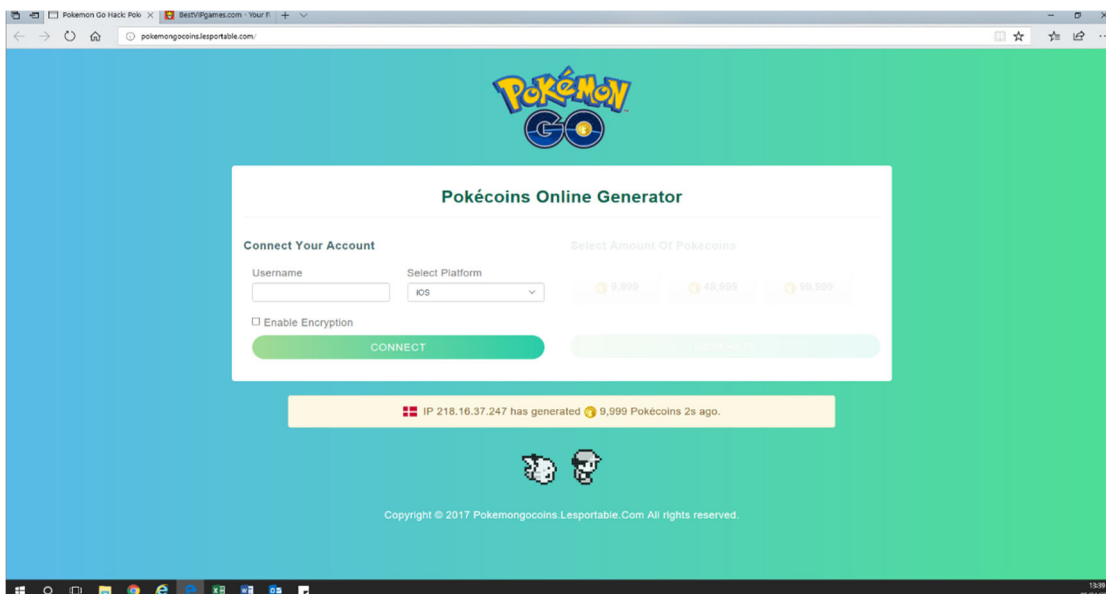


The Executive submitted that the journey was misleading as it suggested to the consumer that the only way to obtain Pokémon coins was to select one of the options presented to them.

The Executive also submitted that the option within the promotion to “sign in and play one game” was the least onerous of the three and would therefore likely result in many consumers, presented with the same promotion, selecting this option.

The Executive observed that the description instructed the consumer to “sign in” rather than “sign up” which could give the consumer the impression that payment was not necessary, and which may have also led them to continue the process to the end, which again the Executive viewed as being misleading.

Within the additional documents supplied to the Executive by the Level 1 provider, the Executive observed that the publisher URL to the misleading promotion was sent to the Level 2 provider. The Executive discovered that the publisher URL was still viable and clicked on it, using a desktop, in order to gain a better understanding of what Empello discovered. The Executive was transferred to a page similar to the first screenshot with the title “Pokécoins Online generator” in the journey depicted in the case background above. The Executive found that, once on the landing page, there was a small information box under the account connecting box not apparent on the mobile screen capture, which displayed the names or account names of other users who had purportedly generated coins from the “hack”. The box also included the Internet protocol (IP) address of where the user connected from.



The Executive was of the view that this information box was misleading and unfair to consumers. It gave the impression that the website was viable because other users had, supposedly, gone through the process and obtained what they engaged with the website to acquire. This was likely to give consumers false confidence and encourage them to sign up to the Service and continue to the end, thinking that this would lead to them obtaining Pokémon coins.

In respect of the content locking detected, the Level 2 provider informed the Executive, in the informal stages of its enquiry, that it had contracted with affiliate marketers for the promotion of the Service. After it was notified of the content locking by the Level 1 provider, the Level 2 provider stated that it stopped contracting with these affiliates for the promotion of the Service.

The Executive submitted that where a Level 2 provider had contracted with an affiliate marketer, the Level 2 provider remained liable for ensuring that its Service was being promoted in compliance with the PSA's Code.

The Executive relied on the PSA's General Guidance note on Digital marketing and promotions which states:

"2. How to manage relationships with affiliate marketers, lead generators and other digital marketing partners

2.1 PRS providers often subcontract their digital marketing to partners, the majority of which are known as 'affiliate marketers'. This is an entirely reasonable and legitimate thing to do and can provide value to providers by leveraging external marketing tools and techniques paid for on a results basis.

2.2 However, providers who use affiliate marketers need to be aware of two key points: •

Responsibility for ensuring that promotions are compliant with our Code remains with the PRS provider regardless of whether this activity is subcontracted to a third party such as an affiliate marketer. So if an affiliate marketers activities lead to a breach of the Code in relation to a PRS service, then a Tribunal will generally hold the PRS provider accountable for the breach under the Code."

The Executive, therefore, submitted that the Level 2 provider was in breach of rule 2.3.2 of the Code due to the use of content locking in the promotion of its Service. The Level 2 provider failed to effectively manage the affiliate marketers it contracted with to promote the Service, which led to consumers being misled or being likely to be misled into entering the Service.

2. The Level 2 provider stated that it appreciated that the content locking occurred via one affiliate it was were working with at the time, but that it should be noted that immediate action was taken right away to not only refund all the users affected, but also to immediately stop working with this and any affiliate if it could not be sure of the quality of their traffic. The Level 2 provider also stated that it should also be noted that the users affected by the content locking issue formed less than 1% of its whole traffic database. Therefore, the issue was not as widespread as the scope of the breach.
3. The Tribunal considered the Code and all the evidence before it. The Tribunal considered that the Level 2 provider was ultimately responsible for the actions of its affiliate marketers and therefore the Level 2 provider had effectively admitted the breach of the Code.

The Tribunal was not persuaded by the Level 2 provider's submission that less than 1% of the subscriber base had been affected by the content locking, noting that no evidence had been supplied by the Level 2 provider to support this submission.

As a subsidiary point, the Tribunal was also not persuaded by the Level 2 provider's earlier representation to the Executive that it had been unable to identify the affiliate marketer responsible. The Tribunal considered that the Level 2 provider's statement that it had stopped working with the affiliate marketer responsible, together with the Level 2 provider's identification of the specific consumers affected, amounted to good evidence that the affiliate marketer responsible had in fact been identified.

For the reasons outlined by the Executive, the Tribunal was satisfied that consumers had been misled into entering the service. Accordingly, the Tribunal upheld a breach of rule 2.3.2 of the Code.

Decision: UPHELD

Alleged breach 3

Rule 2.6.1 of the Code states "Level 2 providers must ensure that consumers of their services are able to have complaints resolved quickly, easily and fairly and that any redress is provided quickly and easily"

1. The Executive submitted that the Level 2 provider had breached rule 2.6.1 of the Code, due to its failure to resolve consumer complaints quickly, easily and fairly.

The Executive relied on the 161 complaints received by the PSA, between 13 June 2017 and 19 September 2018. In relation to these complaints, the Executive observed that most consumers referred to their experiences with the Level 2 provider's complaint handling processes.

Some complainants stated that when they spoke to a customer service representative to enquire about the charges they had incurred, the representative did not provide the information they had requested. Complainants also stated that they were not informed of specific information regarding how they came to be subscribed to the Service but were told that they had ticked a box to agree to the terms and conditions, even though consumers did not recall doing this. Many complainants stated that when they requested a refund, they were advised to put their request in writing by emailing the provider. Consumers then received a response stating that a refund would be issued in a specified time frame. However, complainants reported receiving no such refund, or indeed any further correspondence from the Level 2 provider after being informed they would obtain a refund.

Some examples of consumer complaints referring to these issues can be seen below:

consumer was told she would have had to tick the terms and conditions box in order to be charged,
consumer says she does not recall doing this,
consumer says they provided very limited information,
consumer says they said to email their refunds department but they responded by saying they will not charge her again,
consumer was told that they would process her refund but she has not heard back from them,
consumer is account holder and main phone user
consumer hasn't interacted or requested the service [SIC]

Consumer saying she contacted the provider and spoke to a operator called Amy. Consumer saying she was not helpful each time the consumer asked her how she may have signed up to the service, but the operator kept saying that she had to e-mail them. The e-mail address she gave was cs.uk@bestvipgames.com. [SIC]

I cancelled the subscription and requested a refund of the unauthorised charge of £4.50. They claim to have conducted an investigation quote:

*We are currently in contact with our service providers and payment
> processors.>
> We are collecting more evidence as you are not the only case.>
> As we are also working with huge companies, their response time may be
> quite slow, but know that we are pursuing this on your behalf.*

*They took until 20.7.18 to confirm that I was due a refund.
They have sent a PO code for payment to me of £4.05 stating that "As previously mentioned, the operator charges 10% administration
> costs on all refunds'*

I continue to demand the full amount of money that was taken from me £4.50 and that any agent fees should be met by them. [SIC]

*Emailed provider - asked various questions i.e. proof of authorisation
provider informed he had signed up on the 12th august
number has been removed
consumer asked for proof of authorisation ...
also informing that he could provide proof of his ip address and proof of the charges
consumer says the provider hasn't provided any specific information for why he has been charged
total : £40.00. [SIC]*

*Emailed provider - asked various questions i.e. proof of authorisation
provider informed he had signed up on the 12th august
number has been removed
consumer asked for proof of authorisation ...
also informing that he could provide proof of his ip address and proof of the charges
consumer says the provider hasn't provided any specific information for why he has been charged.
[SIC]*

Considering that 78 out of 161 complainants to the PSA about the Service referred to the Level 2 provider's complaint handling, the Executive directed the Level 2 provider to describe its complaint handling process and to provide documentary evidence to support its response.

The Level 2 provider responded as follows:

*"We have a designated customer care hotline which is run by a call centre NTH.
Complaints received by email are handled and resolved by our in-house customer service.
Both are undertaken by native English-speaking staff.
Please refer to attachment "CS case example.docx" as an example. Please note that we have removed the identity of the end user for data protection reasons.
All complaints are aimed to be resolved within 2 working days. [SIC]"*

The Executive also asked the Level 2 provider to explain its process of providing refunds.

The Level 2 provider responded as follows:

*"Should the user request a refund, we require the user provides a copy of the phone bill relating to the charges to ensure we are speaking to the bill payer. If this case includes a minor, we require ID relating to the minor for Data protection requirements. We use a refund system provided by an external company which will send the MSISDN a SMS with a code they can redeem their refund at any post office. Refunds via this method can take between 7-10 working days.
Please refer to "CS case example.docx" as an example. Please note that we have removed the identity of the end user for data protection reasons. [SIC]"*

It was the Executive's view that the account supplied by the Level 2 provider regarding its customer handling practices did not align with those accounts given by the complainants.

Additionally, the Executive asserted that the Level 2 provider had breached Rule 2.6.1 by failing to adequately maintain its means of access for complaint handling, and for not ensuring that consumers were always able to access and contact the Level 2 provider through them.

The Executive relied on the PSA's General Guidance note on Complaint-Handling Processes which states:

Appropriate means of access

"2.3 Providers must consider a number of factors before settling on an appropriate means of access for complaint handling, or customer care. This includes:

- *The means of access to the service, including any security measure adopted – for example, services accessed by smartphone or tablet may involve just a phone number to access it or may require users to register an email account.*
- *The nature of the problems that may arise, regardless of likelihood, and the type of remedial support that may be necessary – for example, a web-based service may develop a technical fault and those issues may also prevent affected individuals using a web-based complaint handling system.*
- *Intuitive design – for example, where the service design allows for easy access to the start point of any complaint handling process as soon as the issue is identifiable."*

The Executive relied on 78 of the 161 complaints from consumers who stated that they faced difficulties when trying to contact the Level 2 provider via telephone and email.

Consumers stated that when they attempted to speak to the provider, via its customer contact number that they were unable to speak to anyone or leave a voice message as the mailbox was full. Some consumers even said that the number did not connect at all.

Further sample complainant accounts are below:

Consumer saying he has not requested the service. Consumer saying no one uses his phone. He does not play no games on his phone. Consumer has called the provider on 03301331002 (EE gave this number). Consumer saying this number just rings out [SIC]

The phone charge description is BstVIP, I have been charged 3 times in June £4.50 on three different dates, 2nd, 8th and the 15th June 2018 a total of £13.50. I have tried to contact them but they don't answer the phone. I have contacted Vodaphone and all they can do is block the number which they have done but I'm not able to recover the charges. I'm not sure what the service is for but from what I can gather I think is some sort of premium gaming service but I don't use games on my phone. [SIC]

ive been receiving these messages and texting stop and trying to ring them but they don't respond and I don't even know what its for I have paid £78.85 for something I didn't even ask for please help me they are ripping people off thankyou [SIC]

The Executive noted that some of the complainants stated that they had attempted to contact the Level 2 provider via email and faced difficulties through this route as well. Complainants stated that they emailed the Level 2 provider but did not receive a response or that the email failed to send altogether.

Examples of these consumer complaints can be seen below:

DO YOU/PHONE USER KNOW:

Description - The Consumer is 74 years old, he has been charged by Best VIP Games. HE has emailed them but has not received a response. [SIC]

DO YOU/PHONE USER KNOW:

Description - The Consumer advised that he has been charged £4.50 per week from Inter Inventory company. The contract is mobile broadband and is used on an IPAD. He sent an email about 2-3 weeks ago but has not received a response. [SIC]

COMPLAINT DESCRIPTION: *consumer has been charged by bestvipgames since August, consumer's granddaughter is the main user of the phone (11), consumer has tried to send them an email but it failed to send, consumer does not know how they obtained her granddaughter's number. [SIC]*

*Hello I have had a company adding a monthly charge onto my phone bill I have contacted my EE provider and they gave me a telephone number and an email address for this company the telephone number does not appear to be working and I have sent several emails to the email address I was given and they've come back undelivered I phoned my EE company back and they've given me your website to help me resolve this problem the company's phone number is 03301 3310 02 and tje company name is cs.uk@bestviipgames.com
That is all the information I have about this company I haven't used to service. Im its been £18.99 + each month [SIC]*

The PSA undertook testing of the Level 2 provider's customer service process itself. This monitoring sought to record the key issues experienced when attempting to speak to the Level 2 provider.

The outcome of the first round of monitoring calls found that, of the eight calls made to the provider, only two were answered, five received no answer, and on one call the customer service number was unavailable (call did not connect).

In the second round of monitoring calls, of the eight calls made to the customer line; only one call was answered and the other seven received no answer. The Executive was of the view that the outcome of this monitoring corroborated the descriptions provided by the complainants and highlighted the Level 2 provider's failure to maintain a fit for purpose means of access for complaint handling for consumers.

The Executive, therefore, asserted that the Level 2 provider had breached rule 2.6.1 of the Code by failing to resolve consumer complaints quickly and easily. It was submitted

that the Level 2 provider had failed to manage complaints promptly at all stages of the complaint handling process and had not made the process clear to consumers.

2. The Level 2 provider stated that it had contracted with a third-party company to undertake its customer service with native English speakers.

The Level 2 provider noted that the 78 complainants who claimed to have been unable to contact its customer services formed less than 1% of the Level 2 provider's database of subscribers.

The Level 2 provider further stated that it had never had any issues of customer services problems raised with it and welcomed the evidence of the PSA's experience of test calls, prior to commenting on the alleged breach.

2. The Tribunal considered the Code and all the evidence before it. The Tribunal considered it to be irrelevant that a third-party company provided the customer support for the Service, noting that the onus was on the Level 2 provider to ensure that complaints were handled appropriately.

The Tribunal was satisfied that a sizeable number of consumers had experienced difficulties in having their complaints resolved. In addition, the Tribunal considered that the charging of administrative fees to consumers as part of the complaints handling process was completely unacceptable.

For the reasons outlined by the Executive, the Tribunal was satisfied that the Level 2 provider had failed to resolve complaints quickly, easily and fairly. Accordingly, the Tribunal upheld a breach of rule 2.6.1 of the Code.

Decision: UPHELD.

Alleged Breach 4

Paragraph 3.4.14 (a) of the Code states: *"Level 2 providers must within two working days of the service becoming accessible to consumers, provide to the PSA relevant details (including any relevant access or other codes) to identify services to consumers and must provide the identity of any Level 1 providers concerned with the provision of service"*

1. The Executive asserted that the Level 2 provider had breached paragraph 3.4.14 (a) of the Code for failing to register its Services information with the PSA.

The Executive relied on the PSA document on "How to register your numbers", located on the PSA website which can be located at https://psauthority.org.uk/-/media/Files/PSA/For-Businesses/Your-phone-paid-service/Register-or-renew/PSA_how-to-register-your-numbers.ashx

The document states:

“Why am I registering my numbers?

The Phone-paid Service authority (“PSA”) operates a Number Checker service, ensuring that consumers are provided with the most appropriate customer care contact details for any enquiry about a phone-paid service.

This enables anyone to enter a premium rate number (‘PRN’) onto our website and receive information about that number, such as an appropriate telephone number to call with an enquiry (a customer service phone number).

In order to improve the accuracy and comprehensiveness of the information returned on Number Checker, the PSA launched a new Number Checker service back in 2011 (as part of the Registration Scheme) which is populated with up-to-date information provided directly by providers. Providers are responsible for registering and maintaining this.

...When must I register all of my numbers by?

All new PRNs must be registered before, or within two working days of, any new phone-paid service going live...

...ADD PAYFORIT ID

A Payforit ID is the PRN generated by the mobile direct billing platform, Payforit. Each Mobile Network generates its own unique Payforit reference for each service.

You must add each Payforit ID as it appears on a consumer’s telephone bill, for each Mobile Network. This will allow consumers to identify the service accessed without having to contact the Mobile Network and then the billing platform provider.”

During its investigation, the Executive conducted a search on the PSA website Number Checker for short code 1 and short code 2. This was in order to establish what information was available to consumers on the PSA website regarding the service provider.

The Executive discovered that the information provided in the results in respect of the search on short code 2 brought up information for the Level 1 provider for the service. A consumer could therefore contact the Level 1 provider and obtain further information about the service charges they had incurred, could unsubscribe from the service and be directed to the appropriate party to seek redress from.

However, when the Executive conducted a search for short code 1 on the number checker, the results it produced related to a different service and service provider unrelated to the Service and Level 2 provider in question. The results did not give details of the correct Level 2 provider for the Service. The contact information provided would not have led the consumer to the Level 2 provider of the Service they incurred charges from.

According to rule 3.4.14(a) of the Code, a Level 2 provider must register relevant details to identify its service within two days of the service becoming accessible to consumers so that the service can be identified by consumers using the tool provided on the PSA website. The Executive submitted that the search results demonstrated that the Level 2 provider had not supplied the required information about the Service.

It was the Executive's understanding that the Service had been operational since 31 May 2017 and therefore the Level 2 provider should have registered the relevant information for the service within two days of its commencement. The Executive noted that the required information regarding the service and short code 64055 had yet to be provided to the PSA by the Level 2 provider.

In light of the above, the Executive submitted that the Level 2 provider had breached paragraph 3.4.14 (a) of the Code by failing to register the required details relating to the Service on the PSA website, thereby preventing consumers from being able to determine who had charged them.

2. The Level 2 provider admitted the breach and stated that it would rectify this.
3. The Tribunal considered the Code and all the evidence before it.

The Tribunal noted that the Level 2 provider had admitted the breach in full. The Tribunal also noted that the Executive had failed to notify the Level 2 provider in a timely manner of its failure to provide the required registration information. Notwithstanding this, for the reasons outlined by the Executive, the Tribunal was satisfied that the Level 2 provider had failed to provide details that would identify the Service to consumers.

The Tribunal was concerned that the Level 2 provider had still not provided the required information as of the date of the Tribunal hearing, despite the Level 2 provider having indicated that it would rectify the issue.

Accordingly, the Tribunal upheld a breach of paragraph 3.1.14(a) of the Code.

Decision: UPHELD

Sanctions

Assessment of breach severity

The Executive assessed the severity of the breaches as follows:

Rule 2.3.1 – Serious

Rule 2.3.2 – Very Serious

Rule 2.6.1 - Serious

Rule 3.4.14 (a) – Serious

The Tribunal assessed the severity of the breaches as follows:

Rule 2.3.1 – Significant

The Tribunal considered that the breach had lasted for a significant duration, had the potential to affect consumer confidence in phone-paid services and that the breach had been committed negligently and/or recklessly.

Rule 2.3.2 – Very Serious

The Tribunal considered that the breach would have had a clear and detrimental impact on consumers of the service and that the service had the potential to severely damage confidence in phone-paid services. The view of the Tribunal was that the breach had been committed intentionally and/or recklessly.

Rule 2.6.1 – Serious

The Tribunal considered that the breach lasted for a significant duration and had a clear and detrimental impact on consumers.

Rule 3.4.14 (a) – Serious

The Tribunal considered that the breach had been committed intentionally, noting that the Level 2 provider was aware of the registration requirements of the Code.

Initial assessment of sanctions

The Executive's initial assessment, before any potential uplift or downgrade in light of proportionality considerations, was that the following sanctions were appropriate:

- A formal reprimand
- A requirement for the Level 2 provider to remedy the breaches by ensuring that all consumers affected by the content locking be removed from the Level 2 provider's database. And for all subscribers to the Service to be provided with an appropriate link to the Service, to be re-sent on each occasion the subscriber is billed.
- A bar on access to the Service for 2 years
- General refunds
- A fine of **£650,000** comprised as follows:
 - Rule 2.3.1 - £175,000
 - Rule 2.3.2 - £200,000
 - Rule 2.6.1 - £175,000
 - Paragraph 3.4.14(a) - £100,000

The Level 2 provider did not accept the proposed initial sanctions and argued that all consumers affected by content locking had already been unsubscribed and that the proposed fine was not proportionate to the revenue accrued or to the context of the severity of the breaches, which had affected less than 1% of subscribers. The Level 2 accepted that it should

amend the billable messages to include the Service URL so that consumers could access the Service with more ease.

The Tribunal agreed with the Executive's initial assessment of sanctions, save that:

- the Tribunal assessed the appropriate fine in respect of the breach of rule 2.3.1 to be £100,000 rather than £175,000, to reflect the fact that the breach severity had been assessed by the Tribunal to be significant, rather than serious
- the Tribunal considered that there should be a requirement that the Level 2 provider remedy the breach of paragraph 3.4.14(a) by ensuring that the information requirements are complied with.

Proportionality Assessment

Assessment of mitigating and aggravating factors

Mitigation

The Executive's submission was that it was potentially a mitigating factor that the Level 2 provider had stated that it had stopped working with affiliates and now used the services of a marketing company that had its own in-house media buying team. In addition, it was potentially mitigating that the Level 2 provider had contracted with a third-party monitoring house, although the Executive noted that this was at the behest of the Level 1 provider who had refused to lift the Service suspension until such an arrangement was in place.

The Level 2 provider submitted that it could not control its affiliates, but that it was a mitigating factor that it had taken action as soon as it had realised that there were issues with misleading consumer journeys. The Level 2 provider stated that it had acted reasonably in the face of non-compliant third-party marketing.

The Level 2 provider also stated that it was a mitigating factor that it had refunded all consumers affected by the content locking and removed them from the service, and that it had responded to all PSA enquiries.

The Tribunal did not find any mitigating factors, noting that it had not been evidenced or verified that all consumers affected by the content locking had been refunded and unsubscribed from the Service. The Tribunal was also not satisfied that the Level 2 provider had co-operated with the Executive, beyond the level of co-operation that would generally be expected.

The Tribunal's view was that no supporting evidence had been supplied by the Level 2 provider to support the submission that it was now adequately controlling its affiliate marketing partners, noting that only an unsigned contract had been supplied by the Level 2 provider in respect of a new agreement between the Level 2 provider and Adstart Media.

The Tribunal did not consider the fact that the Level 2 provider was now contracted with a third-party monitoring house to be mitigating, noting that the Level 1 provider insisted that the Level 2 provider contract with an audit house in return for allowing the Level 2 provider to continue running the Service.

Aggravation

The Executive submitted that it was an aggravating factor that the Level 2 provider had failed to register the required service information, despite being aware of the breach. The Executive also submitted that it was an aggravating factor that the Level 2 provider had not accepted that any subscribers were generated as a result of the content locking.

The Level 2 provider stated in response that it accepted that the service information had not been registered appropriately and that this would be remedied. The Level 2 provider stated that it had accepted that 69 subscribers had been affected by the content locking and that it had refunded them and unsubscribed them.

The Tribunal considered that it was an aggravating factor that the Level 2 provider had not yet provided sufficient registration information for consumers to identify the Service. However, the Tribunal considered that the Executive's assertion, that the Level 2 provider had not accepted that any subscribers had been affected by the content locking, was incorrect as the Level 2 provider had made admissions on this regard. The Tribunal therefore did not consider this to be an aggravating factor.

Financial benefit/need for deterrence

The Executive argued that an estimated £361,358 in revenue had flowed from the breaches in this case. The Executive submitted that none of the subscribers were provided with links to the Service and as such, the entirety of the revenue generated should be taken into account in respect of the breach of rule 2.3.1. of the Code. The Executive submitted that subscribers were billed on a weekly basis, often for a number of months, without having a means of accessing the Service they were paying for. It was therefore fair and appropriate for a proportion of the financial benefit to be removed. The Executive also argued that there was a need to impose a financial penalty that would deter the Level 2 provider and the wider industry from similar misconduct and to deter providers from failing to appropriately manage their affiliate marketers.

The Executive acknowledged that it was likely that a large fine and the barring of access to the Service would have a significant impact on the Level 2 provider. Nonetheless, the Executive submitted that the sanctions were appropriate given the nature and scale of the consumer harm as well as the need to impose sanctions that would achieve credible deterrence.

The Executive did however consider that the initially assessed fine should be reduced to reflect the revenue generated by the breaches and to ensure that the final sanctions imposed were proportionate in their totality.

The Level 2 provider stated in response that it was the Level 1 provider that controlled the billable message to consumers and that subscribers were always able to gain access to the Service as a result of having the portal name in the message and a helpline number. The Level 2 provider accepted that it would be easier for the consumer to access the Service if the link was embedded in the billable message. The Level 2 provider argued that it should not be made an example of as a deterrent to industry, and that the PSA should enforce with industry that the billable message should contain the URL to access the Service and that the Level 1 provider should also be made aware of this.

The Tribunal's overall assessment of the case was that it was very serious. The Tribunal's view was that it was undisputed that the breach of rule 2.3.1 affected all consumers of the Service. The matters found proved by the Tribunal spanned the entire operation of the Service and the consumers of the Service had not been given the means to directly access the Service.

The Tribunal agreed that there was a need to remove the financial benefit accrued as a result of the breaches and that the relevant figure was £361,358.

Sanctions Adjustment

The Tribunal agreed with the Executive's proportionality analysis and was of the view that, while the sanctions would likely have a significant impact on the Level 2 provider, there was a need to deter the Level 2 provider and also to deter the broader industry from the commission of similar breaches. The Tribunal did however consider that the initially assessed fine should be reduced in order to ensure that the final sanctions imposed on the Level 2 provider were proportionate in their totality.

Final sanctions

Having regard to all the circumstances of the case, the Tribunal decided to impose the following sanctions:

- a formal reprimand
- a requirement that the Level 2 provider remedy the breaches by ensuring that:
 - all consumers affected by the content locking be removed from the Level 2 provider's database
 - all subscribers to the Service be provided with an appropriate link to the Service, to be re-sent on each occasion the subscriber is billed
 - all relevant service information be registered on the PSA's registration database as required by paragraph 3.4.14(a) of the Code.
- a bar on access to the Service for 2 years and following this period, that access to the Service remain barred until the breaches have been remedied to the satisfaction of PSA (where this has not yet occurred)
- a requirement that the Level 2 provider must refund all consumers who claim a refund, for the full amount spent by them on the Service, within 28 days of their claim, save

where there is good cause to believe that such claims are not valid, and provide evidence to the PSA that such refunds have been made

- a fine of £375,000 comprised as follows:
 - Rule 2.3.1 - £75,000
 - Rule 2.3.2 - £150,000
 - Rule 2.6.1 - £100,000
 - Paragraph 3.4.14(a) - £50,000

Administrative charge: 100%