

## Tribunal meeting number 177 / Case 1

**Case reference:** 71968  
**Level 2 provider:** Iidoru Technology Limited (UK)  
**Type of service:** Lusty-girls glamour video subscription service  
**Level 1 provider:** IMIImobile Europe Limited (UK); Veoo Ltd (UK)  
**Network operator:** All Mobile Network operators

**THIS CASE WAS BROUGHT AGAINST THE LEVEL 2 PROVIDER UNDER PARAGRAPH 4.4 OF THE CODE**

**BACKGROUND**

The case concerns a glamour video subscription service, charged at £3 per week, operating on dedicated shortcode 60303, and shared shortcodes 88150 and 81300 (the "**Service**").

The Level 2 provider for the Service was Iidoru Technology Limited (the "**Level 2 provider**"). The Level 1 provider for Service shortcode 60303 was IMIImobile Europe Limited ("**IMIImobile**"). The Level 1 provider for Service shortcodes 88150 and 81300 is Veoo Ltd ("**Veoo**").

Between 13 April 2015 and 10 November 2015, the Executive received 68 complaints concerning the Service. Complainants variously alleged that the Service charges were unsolicited.

**The investigation**

The Executive conducted this matter as a Track 2 investigation in accordance with paragraph 4.4 of the PhonepayPlus Code of Practice (13<sup>th</sup> Edition).

The Executive sent a breach letter to the Level 2 provider on 10 November 2015. Within the breach letter the Executive raised the following breaches of the PhonepayPlus Code of Practice (the "**Code**"):

- Paragraph 4.2.4 – Provision of false information to PhonepayPlus
- Rule 2.3.3 – Consent to charge

The Level 2 provider responded on 27 November 2015. On 10 December 2015, the Tribunal reached a decision on the breaches raised by the Executive.

The Tribunal considered the following evidence in full:

- The complainants' accounts;
- Correspondence between the Executive and the Level 2 provider (including directions for information and the Level 2 provider's responses including supporting documentation);
- Correspondence between the Executive and the Level 1 providers;
- Correspondence between the Executive and a Mobile Network operator's verifier;
- Correspondence between the Executive and a Third Party Verifier;
- Complainant message logs from the Level 2 provider, Level 1 provider and Mobile Network operator's verifier;
- Complainant questionnaires and responses; and
- The breach letter of 10 November 2015 and the Level 2 provider's response of 27 November 2015 including cover letter and annexes.

### The Service

The Service was stated to be a glamour video subscription service charged at £3 per week. The Level 2 provider stated that the Service commenced operation on shortcode 60303 on 24 April 2013 and was currently operational. IMI mobile stated that the Service commenced operation on shortcode 60303 on 3 October 2013. The Level 2 provider stated that the Service commenced operation on shortcode 88150 on 22 May 2013, and on shortcode 81300 on 14 May 2015. Veoo stated that the Service commenced operation on shortcode 88150 on 7 November 2014 and on shortcode 81300 on 18 May 2015. The Level 2 provider submitted that the reason for the discrepancy as to the start dates for the Service on each of IMI mobile and Veoo's platforms was the date on which the shortcode was allocated, versus the date on which the Service itself and promotional activity around it actually commenced.

The Executive noted from message logs supplied by the Level 2 provider that users of the Service purportedly opted in to the Service on shortcode 60303, and that some Service users were migrated to either Service shortcode 88150, or Service shortcode 81300. The Executive noted that the partial user migration from shortcode 60303 to shortcode 88150 or 81300 took place over a staggered period of time. The Level 2 provider stated that the staggered migration of users from one shortcode to another was carried out in order to ensure that it could better manage any issues arising from this process.

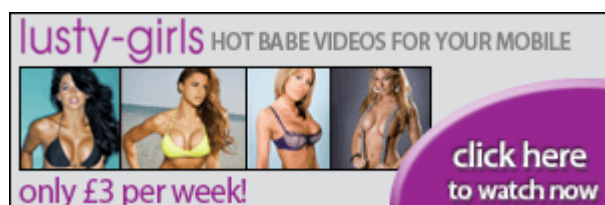
The Level 2 provider supplied the following summary of the promotion and operation of the Service:

"Once a weekly subscription has been activated there 3 messages are sent out 1 x FreeMsg confirming that the subscription has been activated and 2 x billing messages at a cost of £1.50 each that covers the subscription cost (this has now changed in-line with the networks and is 1 x FreeMsg and 1 x Billed message £3.00).

On a weekly basis the handset will receive the subscription message/s but can remove themselves at any time from the subscription by texting in Stop / Stop All which automatically removes them from the subscription and they will receive a FreeMsg confirming this. Over a monthly period there will also be a subscription reminder sent out to the handset, this is also sent out as a FreeMsg."

#### User flow for Wireless Application Protocol ("WAP") opt-in route

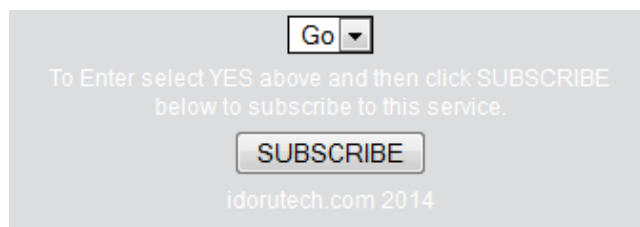
"The consumer journey starts when they visit sites that we are advertising our mobile banners on.



They journey continues when they click to watch the videos advertised. On clicking they are then taken to our landing page, they have then input their own number into the box provided.



After this they are sent a further Wap push that asks them to further subscribe by clicking either Go or Enter after terms for subscription have been read.” [sic]



The Level 2 provider also submitted promotional material for a MO (mobile originating message) opt-in route to the Service.

Example messages sent to handsets:

“FreeMsg:U have subscribed to Lusty-girls video download service which cost £3.00 per week until u send stop to 60303. SP:Idoru Tech Need help? 02035982106”

“FreeMsg:U are subscribed to Lusty-girls video download service which cost £3.00 per week until u send stop to 60303. SP:Idoru Tech Need help? 02035982106”

“FreeMsg: You have now been unsubscribed.”

**Complaints**

The Executive had received 68 complaints concerning the Service since 13 April 2015.

Complainants variously alleged that the Service charges were unsolicited.

A sample of complainant accounts is provided below:

“would appear to be advert for adult website

This text was completely unsolicited. i saw no promotion for the texts nor did I agree to anything mentioning text services. No address is given for a website and no instructions are given as to how



to stop this happening again. I have so far been billed once for a sum of £3. I have not contacted the number given in the text as i am scared that i will be billed a massive amount for the call. [sic]"

"Sending weekly text to my son which I discovered on the most recent bill. He received 5 texts at £3 a time. Have texted stop to the number. I have e-mailed their contact address in your listing and this has bounced back. My son assures me he did not knowingly subscribe to this service,

Unsolicited premium rate text starting on 9th May and weekly since (last received 6th June)."

"Babe tv wap daily..

Hi, im gettin charged premium service texts from the same company but using different service numbers. . None of which i subscribed to. Company is called Veoo! I rang them today who put me onto 2 other companies and they advised me theyd stopped which obviously was a lie! I want a refund for all messages ive paid for. [sic]"

"Receive unwanted messages weekly charging me £2.50.

Total amount bill will be over £100, receive a weekly text costing £2.50 contacted my network provider who say this is my problem as it is something I will have signed up to. I have never specifically signed up for this so not sure how this has happened. As I have worked away for over half the year I turned a blind eye to the extra charge on my contract. [sic]"

"I have been getting charged for a premium service which I have not subscribed to. These messages just started popping, I thought it was spam and ignored it, I only recently discovered that I was being charged for it. [sic]"

#### **Complainant text message logs**

During the preliminary investigation, the Level 2 provider was issued with requests for text message logs for the complainants. The Executive noted from a significant number of the text message logs supplied by the Level 2 provider that:

- there was a high failure rate of chargeable Service messages following the purported consumer opt-in; and
- the delivery status for Service messages was unclear.

An example message log can be found at **Appendix A**.

The Executive noted that the complainants' message logs could broadly be divided into three categories. The majority of complaints fell into category 3. Complaints in categories 1 and 2 were in the minority.

Category (1) - Those that showed an opt-in followed by successfully delivered chargeable messages. These logs contained a few failed messages and tended to be for complainants that complained during the early part of the complaint period.



Category (2) - Those that often showed two successfully delivered chargeable messages on the same day. These logs tended to include both billed and failed messages and tended to be for complainants that complained during the early part of the complaint period.

Category (3) - Those that showed numerous failed messages from the date of the complainants' purported opt-in, followed by successfully delivered chargeable messages. These logs tended to be for complainants that complained during the latter part of the complaint period.

#### Complainant responses to the Executive's questionnaire

In light of the high number of failed messages identified by the Executive in the complainants' text message logs and the possible explanations offered by the parties in the value chain for the failed messages, on 28 October 2015 the Executive sent a questionnaire to 61 complainants (the total number of complainants with operational email addresses at that date), together with a screen shot of the promotional material supplied by the Level 2 provider. A breakdown of the responses received from complainants is set out below :

Question	Response	Comments
Is the mobile phone that received the chargeable text messages on contract or pay-as-you-go?	9 respondents confirmed they were on contract  No respondents confirmed they were on pay-as-you-go	2 of the respondents did not respond to this question
If the mobile phone that was charged is pay-as-you-go, please advise whether you regularly / always had more than £3 credit on your mobile phone?	N/a	
Please advise whether the mobile phone that received the chargeable messages was regularly switched off and/or had no mobile signal for long periods of time (i.e. for more than several days)?	8 respondents advised their mobile phone was not regularly switched off and/or had no mobile phone signal	1 respondent advised that their phone was switched off at night  2 of the respondents did not respond to this question
Please advise whether you transferred your mobile number between mobile telephone companies in the six months before you received the chargeable text messages? If yes, please confirm if you experienced long periods with no signal and/or difficulty in sending and receiving text messages	8 respondents advised they had not transferred between mobile companies  1 respondent advised they had transferred between mobile companies	2 respondents did not respond to this question
Please advise if you recall viewing and interacting with the attached, or a similar,	10 respondents advise that they did not view / interact	1 respondent did not respond to this



promotion?	with the Service promotion	question
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### **Previous complaint resolution procedure**

On 23 January 2015, the Level 2 provider accepted a Track 1 action plan in respect of a breach of rule 2.3.3 of the Code, as the Level 2 provider had accepted that it did not hold robust verification to establish consumers' consent to be charged. The Level 2 provider confirmed that it had implemented the required actions and had engaged the services of a third party verifier, Pinchecked, on 3 March 2015 to provide robust evidence of consent to charge.

The allegations of a breach of the Code with respect to this case relied on evidence gathered from complainants who first contacted the Executive after that procedure was finalised.

### **SUBMISSIONS AND CONCLUSIONS**

#### **ALLEGED BREACH 1**

##### **Paragraph 4.2.4 – Provision of false information to PhonepayPlus**

“A party must not knowingly or recklessly conceal or falsify information, or provide false or misleading information to PhonepayPlus (either by inclusion or omission).”

1. The Executive asserted that the Level 2 provider had breached paragraph 4.2.4 for the following reasons:
  1. Message logs supplied by the Level 2 provider were false; and
  2. The Level 2 provider provided misleading information relating to the date on which robust third party verification for the Service commenced.

The Executive relied on correspondence exchanged with the Level 2 provider, complainant accounts (which are referenced in the 'Background' section above), complainant questionnaire responses, and text message logs.

##### **Reason 1 – Message logs supplied by the Level 2 provider were false**

- i. *Failed chargeable Service messages listed in some of the Level 2 provider message logs were not sent (or attempted to be sent) to complainants in category 3*

The complaints received by PhonepayPlus spanned the period between April 2015 to October 2015. The Executive noted from complainant text message logs supplied by the Level 2 provider that the apparent opt-in dates were consistently shown in the majority of complainant message logs as occurring between August 2014 and November 2014, regardless of when the complaint was received. Yet in the category 3 complainant message logs, the date of the first successfully charged Service message was, in the majority of the message logs, significantly later than the purported date of Service opt-in.

In the case of complaints received later in the complaint period, the Executive noted that it was common for complainant text message logs to show several months of failed chargeable Service messages prior to the issuing of successfully charged Service messages. Summaries of two example message logs are provided below:

Level 2 provider message log for mobile number \*\*\*\*\*241

The Executive noted that the provided log showed that the initial opt-in to the Service occurred on 25 September 2014. The Executive noted from the message logs supplied by the Level 2 provider that the status of the chargeable Service messages then sent were variously described as 'FAILED', 'BILLED', 'ACCEPTED' or 'SENT'. The Level 2 provider had however clarified that messages listed as 'SENT' or 'ACCEPTED' merely confirmed that their server had sent the message and did not guarantee delivery to users.

The Executive noted that following the initial entry shown in the log, the status of all chargeable Service messages were listed as either 'FAILED', 'ACCEPTED' or 'SENT'. The first Service message listed as 'BILLED' was delivered to mobile number \*\*\*\*\*241 on 8 March 2015, 23 weeks after the purported opt-in date.

Level 2 provider message log for mobile number \*\*\*\*\*575

The Executive noted that the provided log showed that the initial opt-in to the Service occurred on 3 October 2014. The Executive noted that following the initial entry in the message log, the status of all chargeable Service messages were listed as either 'FAILED', 'ACCEPTED' or 'SENT'. The first message listed as 'BILLED' was delivered to mobile number \*\*\*\*\*575 on 14 March 2015, 23 weeks after the purported opt-in date.

The Executive contacted IMImobile for a sample of 15 complainant message logs. The logs provided by IMImobile did not correspond with the message logs provided by the Level 2 provider for the same complainants. The Executive noted that the period of failed messages which appeared in the Level 2 provider's logs did not exist in IMImobile's logs. The Executive noted that the first 'BILLED' message which appeared in the Level 2 provider's log was often the date of the opt-in shown in IMImobile's log.

For the above mentioned MSISDNs ending 241 and 575, IMImobile's logs did not match the Level 2 provider's logs and did not contain failed messages following the purported opt-in. Accordingly, the Executive submitted that the logs showing 23 weeks of failed messages were not accurate.

Further, the Executive noted that in IMImobile's logs for the above mentioned MSISDNs ending 241 and 575, following the first chargeable message there were two instances of failed messages appearing on the Level 2 provider's logs and IMImobile's logs on 30 March 2015 and 29 March 2015. The Executive therefore noted that where messages had genuinely failed, they appeared on both the Level 2 provider's log and IMImobile's log.

In order to obtain further clarification on the message failure issue, the Executive contacted Mobile Enterprise Ltd (the "**Verifier**") who had access to mobile data held by the Mobile Network operator, Vodafone Limited ("**Vodafone**"). The Verifier was sent a sample of seven Vodafone complainant mobile numbers and was requested to supply message logs showing the interaction between the Service and the complainants' mobile numbers.

The Executive noted from the seven message logs supplied by the Verifier that generally the first entry occurred on the same date that successfully charged Service messages were shown within the Level 2 provider messages logs. Generally, failed messages were not shown in the period after the purported opt-in. For example, the Verifier log for mobile number \*\*\*\*\*241 listed the first Service message on 8 March 2015, and the Verifier log for mobile number \*\*\*\*\*575 listed the first Service charge on 14 March 2015.



The Executive noted that the Verifier had previously confirmed that all chargeable messages (attempted and successful) would appear in its text message logs. Similarly, IMImobile had previously confirmed in correspondence with the Executive that all chargeable messages (attempted and successful) would appear in its text message logs.

#### Potential alternative explanations for failed messages shown in the Level 2 provider's logs

The Executive had directed the Level 2 provider to provide an explanation for the high failure rate of chargeable Service messages. On 2 November 2015 the following response was received from the Level 2 provider:

“Chargeable messages may fail for a wide range of reasons, from brief outages on our own server to the consumer simply having their phone switched off or out of range. As there are so many point at which a message can fail, it's sometimes difficult to pinpoint the actual cause.” [sic]

The Executive also made enquiries with IMImobile and Veoo regarding the high failure rate of chargeable Service messages.

#### IMImobile response

“There are a number of reasons that the messages may be routinely failing such as:

- Failure at Network Level;
- Lack of credit PAYG
- Subscriber blocked from Network or Level 1 provider level.
- Message expired at Operator.

Idoru Technology Ltd would have received the Delivery Receipts for the messages that were failing.”

In addition to the explanation provided by IMImobile, it provided a graph of the Level 2 provider's traffic on their “drop” days (which were days with over 1000 PSMS sent to consumers) which showed what percentages of messages had been delivered and what percentages had failed. In questioning from the Tribunal, the Executive clarified that the graph was provided for information and not as supporting evidence for its case; though it did demonstrate how commonly different types of message failures might occur.

#### Veoo response

Although Veoo provided a response, most of the alleged failed messages were shown as occurring on the IMImobile shortcode, and therefore it was not able to provide a comprehensive response on the issue.

“In the case of the MSISDNs provided [two example message logs supplied to Veoo], Veoo have not received a delivery receipt confirming a status of the messages from the mobile network operator therefore Veoo's platform placed the messages into an “failed/error” status.”

The Executive referred to the complainant accounts and the complainant responses to the Executive's questionnaire which are referenced in the 'Background' section above. The Executive submitted it was highly unlikely that the complainant accounts, and those





complainants who responded to the complainant questionnaire stating that they have never interacted with the Service website, were unfounded. The Executive submitted that the complainant responses to the Executive's questionnaire established that the possible explanations for the failed messages shown in the Level 2 provider's log were not correct.

Rather, the Executive submitted that the message logs supplied by the Level 2 provider which listed opt-ins to the Service were incorrect. In light of the above, the Executive asserted that the failed attempts to send the chargeable Service messages (as shown on the Level 2 provider's message logs) did not occur.

The Executive noted from the previous Track 1 procedure that the Level 2 provider asserted that it did not have robust verification prior to 3 March 2015. The Executive submitted that the Track 1 procedure was created in part to address an issue relating to consent to charge that had occurred during the third and fourth quarters of 2014. The Executive noted however that it continued to receive complaints about consent to charge in respect of the Service well into the third quarter of 2015. The Executive submitted that by inserting failed messages into logs and creating artificial opt-in dates in the period prior to closure of the Track 1 procedure, the Level 2 provider had attempted to persuade the Executive that a consent to charge breach arose only in respect of a limited period, and that the scope of such breach was confined to a lack of independent third party verification, as opposed to a more serious allegation of unsolicited charging.

In light of the evidence provided by IMImobile and the Verifier, the Executive considered that the message logs supplied by the Level 2 provider were incorrect, and the Executive had been provided with false information.

*ii. Failed chargeable Service messages listed in some of the Level 2 provider message logs for complainants in category 2 were incorrectly listed as 'FAILED'*

The Executive identified several examples of category 2 complainant message logs supplied by the Level 2 provider which stated that chargeable Service messages had failed. However, when the Executive reviewed the corresponding Verifier's log, it was apparent that Service messages listed as "failed" in the Level 2 provider's message logs had actually been successfully transmitted to, and charged to, the mobile numbers.

The Executive noted that in the Level 2 provider's log for mobile number \*\*\*\*\*991, failed messages appeared on the 15 August 2014, 28 November 2014, 26 December 2014 and 24 April 2015. However the Verifier's logs showed these particular messages had been delivered and billed.

Given that the "failed" Service messages had in fact been successfully transmitted to the mobile numbers, the Executive asserted that some of the failed Service message entries in the Level 2 provider's message logs must therefore be false.

Reason 2 – the Level 2 provider provided misleading information relating to the date on which robust third party verification for the Service commenced.

The Level 2 provider had accepted a Track 1 action plan in respect of a breach of rule 2.3.3 of the Code. In response to a direction from the Executive which required the Level 2 provider to "...provide evidence of how you robustly verified consent to charge...", the Level 2 provider confirmed on 23 January 2015 (as part of the correspondence on the Track 1 procedure and later during the present case on 2 November 2015) that:



“...on 03/03/2015 we commenced implementation of Pinchecked into this process as a form of robust verification and this is the only way this service can work now.”

The Executive had understood this response to mean that the Level 2 provider did not have third party robust verification prior to 3 March 2015.

The Executive made enquiries with IMImobile, who provided a copy of a contract between Pinchecked and the Level 2 provider. The service agreement was signed on 23 June 2014, and the Executive noted that this was nine months prior to the date at which the Level 2 provider advised the Executive that Pinchecked had been implemented.

The Executive also made enquires to Veoo. Veoo advised that as part of its due diligence, risk assessment and risk control on the Level 2 provider, it had requested evidence of Service opt-ins from Pinchecked on a sample of nine Service users' mobile numbers. The Executive noted that Pinchecked supplied robust evidence of consent to charge to Veoo of the Service opt-ins for the nine mobile numbers, and those Service opt-in dates for the nine mobile numbers were between 3 October 2014 and 16 October 2014.

The Executive contacted Pinchecked to verify a sample of mobile numbers and the date on which the full Pinchecked service with the Level 2 provider commenced. In response Pinchecked confirmed:

“Idoru Technology have signed up to use the Pinchecked service. They have been a customer since July 2014. With regards to the service you mention, I checked the records for July 2014 and it seems the first Pins were sent to customers going through the opt in process for this on 10<sup>th</sup> July 2014.” [sic]

Pinchecked further confirmed that no records were found for the list of mobile numbers supplied.

The Executive understood that this was the full version of the Pinchecked service which provides sufficient robust evidence of consent to charge. The Executive submitted that the Pinchecked evidence of users' opt-ins in October 2014, and subsequent confirmation from Pinchecked that the first issued PINs were in July 2014, demonstrated that it was misleading for the Level 2 provider to suggest that it did not use the “online versions of robust verification” until 3 March 2015. The Executive noted that the systems for robust verification were in place and available by October 2014 at the latest.

Given the 23 June 2014 start date on the contract between the Level 2 provider and Pinchecked, the Executive submitted that robust verification was available to the Level 2 provider since the stated commencement date for the Service, which was contrary to the statement made by the Level 2 provider on 23 January 2015.

The Executive asserted that the Level 2 provider's lack of evidence of robust verification of the Service opt-in for the complainants was more serious than simply not having third party robust verification in place, because the Level 2 provider was aware of the requirement and appeared to have used it for a sample of consumers (as confirmed by Veoo). However, the Executive noted that the Level 2 provider did not use the third party verification available to it to robustly verify the Service opt-in of all consumers.



In response to questioning from the Tribunal, the Executive stated that the Level 1 provider had confirmed that the Level 2 provider would receive delivery receipts for messages that failed on their systems. The Executive confirmed that its understanding was that where a message failed, the consumer was not billed, and the Level 1 provider would be informed of this. The Executive's understanding was that charges would not appear on the bill if there was no delivery receipt. In relation to possible explanations for the differences between the logs of the Level 2 provider and the Level 1 provider and Verifier, the Executive stated that it had put numerous questions to the Level 2 provider and highlighted the discrepancies, but in its view no credible explanation for the difference had been provided. The Executive confirmed that logs were provided to it in Excel spreadsheet format and so it was technically possible to amend them by inserting additional information before they were sent to the Executive (whether the spreadsheets were generated via an automated system or produced manually).

The Executive clarified that its understanding was that the Level 2 provider would have been supplied with specific statuses on delivery receipts from IMImobile. Where the status was "SENT" or "ACCEPTED" this indicated that the message had at least been received by the Level 1 provider. The Executive noted that on occasions the Level 2 provider's logs stated messages were "SENT" or "ACCEPTED" but there was no record of this in the IMImobile log.

The Executive's understanding was that a message was communicated from the Level 2 provider to its Level 1 provider, then to the network, who send it to the consumer; the delivery status of the message was then communicated back down the chain to the Level 2 provider, and so it was expected that the Level 2 provider's logs should match the Level 1 provider's log.

The Executive's understanding was that a status of "FAILED" meant a message had not reached a consumer's phone.

Regarding the information supplied to the Executive on use of the PinChecked system, the Executive was asked why a provider might sign up to this service and then not use it. The Executive's understanding was that a Level 2 provider might use the service to obtain some sample PINs to satisfy a Level 1 provider's due diligence requirements; however they may then not implement the system for all Service consumers, either because this incurred increased costs or because it was charging consumers without their consent and did not want to make this obvious.

The Tribunal, noting that the PinChecked system was available but not fully in use prior to 3 March 2015, asked why it was considered misleading to state that the PinChecked service was not "implemented" until 3 March 2015. The Executive clarified that in the course of the Track 1 procedure the Level 2 provider was asked if it could provide robust verification for consumers' consents, but the Level 2 provider in its response did not mention that they already had access to PinChecked at that stage.

The Executive's understanding was that the terms of the Track 1 procedure required a service such as PinChecked to be used for all new consumers from 3 March 2015 but it would not necessarily have been used on pre-existing consumers.

The Executive submitted that, for all the reasons stated above, the Level 2 provider had provided false or misleading information to PhonepayPlus during the Executive's



investigation into the Service. Accordingly, the Executive asserted that the Level 2 provider had breached paragraph 4.2.4 of the Code.

2. The Level 2 provider denied the alleged breach. The Level 2 provider stated that it had demonstrated to PhonepayPlus and its Level 1 providers that it took its compliance obligations under the Code very seriously.

It stated that it understood the need to maintain robust systems which enabled them to ensure that consumers' interaction with its services were properly recorded and evidence was available as to the message flows between those services and the mobile handsets in question. The Level 2 provider stated that its processes and systems had also been subjected to traffic checks by the Level 1 providers concerned at regular intervals as evidenced by IMImobile's Risk Assessment Action Plans, and the answers provided by Veoo in a Preliminary Investigation Response.

The Level 2 provider stated that it had recognised during the Track 1 procedure that certain failings were evident in its consumer opt-in process. The Level 2 provider stated that these had been remedied as described below.

The Level 2 provider stated that its messaging database functioned by integrating with a gateway that allowed its server to communicate with that of the Level 1 provider concerned. It supplied a copy of IMImobile 'Engage' gateway documentation. The Level 2 provider stated that it was able to submit messages to its Level 1 provider via this interface, who in turn sent the messages via the MNOs to a consumer's mobile handset.

The Level 2 provider stated that in order for it to know if a message had been successfully delivered, it relied on the MNOs returning a positive delivery receipt to its Level 1 provider, who would then forward this onto its platform. The Level 2 provider stated that there were a number of different receipts that it could get back from its Level 1 provider with a number of different message statuses (as set out for IMImobile in the 'Engage' document) that allowed it to understand what had happened to an attempted message send. The Level 2 provider stated that if it did not receive any response from its Level 1 provider after a period of time, its server would automatically FAIL the message.

The Level 2 provider stated that after it was happy that its server was correctly communicating with its Level 1 provider, it set up a marketing campaign / online page where it advertised its services. The Level 2 provider stated that when a person decided to initiate a service, they could either send in an MO or click through a WAP link that was sent to their phone after showing interest in the service.

The Level 2 provider stated that it set up a number of separate campaigns on its system to allow it to track and maintain its subscribers. These campaigns were set to send out the correct billing message on a weekly / daily / monthly basis, according to the terms and conditions of the service. Depending on the success of the advertised service, a campaign would generate subscribers who were automatically sent the appropriate billing subscription message once they have validly opted-in. The Level 2 provider stated that the information stored in this campaign for each subscriber was the unique WAP link that they had clicked on or MO sent in, and an exact time and date stamp of when this was done, which provided them with specific opt-in data.



The Level 2 provider stated that as a consequence of the Track 1 procedure, it worked with PhonepayPlus to ensure that, for all its users, Pinchecked held the time and date stamp on its separate platform.

The Level 2 provider stated that any subscriber could opt out of its service in a number of ways which include contacting its support line number / email address, or sending a STOP message to the shortcode. The Level 2 provider stated that its server then removed that subscriber from the campaign and sent the subscriber a FREE message that states that they have been removed from the service and will receive nothing further from the service.

The Level 2 provider stated that it also had a facility that allowed its customer support team to enter a mobile number into the messaging system, to see what messages have been sent to the subscriber including the time and dates of each message. The Level 2 provider stated that this was useful if it was contacted by a subscriber who was unhappy with the service. The Level 2 provider stated that as part of its customer service it always offered refunds to subscribers who were unhappy. The Level 2 provider stated that this process was also recorded by logging every interaction with the subscriber to keep its records fully up-to-date.

The Level 2 provider stated that to date it had received 67 complaints about the Service and had attempted to contact all the consumers adversely affected to offer them a full refund. The Level 2 provider stated that it had issued full refunds to 52 consumers, totaling £1,839.90.

The Level 2 provider stated that where its campaigns generated a large number of subscribers that were billed in the correct cycle, it could receive a positive or negative delivery receipt, but did not see an individual mobile number receipt unless it looked through its database on an individual basis.

#### Reason 1

The Level 2 provider stated that its database was in no small part reliant on information fed back to it by Level 1 providers and MNOs. The Level 2 provider stated that messages could fail for multiple reasons at each level of this supply chain (L2-L1-MNO, and back along the chain).

The Level 2 provider stated that at its end, whilst it was readily apparent that there was an issue with message failures subsequent to customers subscribing to the Service, in each case a subscription was validly activated. The Level 2 provider stated that this had been acknowledged by the Verifier and the Level 1 providers. The Level 2 provider stated that until it received complaints (which it would investigate immediately and remedy as appropriate) or otherwise become aware of issues with messages failing to send, it would continue to send messages to the mobile number concerned.

The Level 2 provider disagreed with the presumption that messages appearing in its logs and not the Level 1 provider's logs were indicative of falsified logs. The Level 2 provider submitted that they were indicative of messages that it was sending but did not reach the Level 1 providers. For the same reason, the Level 2 provider submitted that message logs provided by MNOs would not always mirror logs provided by the Level 2 provider or the Level 1 provider, if a failure has occurred at that level of the chain.



The Level 2 provider noted that its delivery percentage steadily increased over time once measures had been put in to ensure that its opt-in process was as robust as possible (referring to a graph provided by IMI mobile of message status).

The Level 2 provider submitted that the Executive had relied on an extremely small sample of questionnaire responses on which to base its conclusions, and that this was insufficient to allege that the high failure rate was indicative of falsified logs. The Level 2 provider submitted that if a larger sample size questionnaire was carried out across multiple Level 2 providers and Level 1 providers, the results would likely show that failure rates were common and a de facto occurrence in premium rate SMS provision. The Level 2 provider stated that this had been confirmed by IMI mobile in a response to the Executive.

The Level 2 provider noted that several complainants (for example \*\*\*\*\*367 / \*\*\*\*\*426 / \*\*\*\*\*708) stated that they had received few or no texts and yet charges had appeared on their bill. The Level 2 provider stated that charges cannot appear on a bill unless the Level 1 provider had received a positive delivery report from the MNO. The Level 2 provider stated that when a weekly subscription service message was sent out and a positive or negative delivery report received, the accuracy of that report had to be relied upon by the Level 2 provider. The Level 2 provider submitted that it had sent the messages correctly, and failure to deliver/report delivery correctly indicated an issue with either the Level 1 provider or MNO, and not with the Level 2 provider.

#### Reason 2

The Level 2 provider stated that it had engaged fully and in good faith in the Track 1 procedure. It had recognised through that process that there were potential issues with the veracity of its opt-in procedures and therefore agreed to take appropriate steps to remedy those issues going forward.

The Level 2 provider admitted it entered into a contract with PinChecked in June 2014.

On 22<sup>nd</sup> January 2015, in response to a letter regarding the Track 1 procedure, the Level 2 provider had stated "We have fully taken onboard the issues that PhonepayPlus have highlighted in the consent to charge, with this we have implemented third party robust verification on all our services that do not require an MO. We can provide working examples if this is required." The Level 2 provider submitted that PhonepayPlus were therefore fully aware of its position regarding implementation of Pinchecked as a method for robust verification. It accepted that the response given on 2 November 2015 to the request for information could potentially be misleading in that it may have given the impression that it only started using PinChecked once the Track 1 process had been closed. The Level 2 provider stated that this was not its intention; its intention had been to emphasise that from the date given (3 March 2015), it would be ensuring the use of PinChecked's services across all of its services/promotions.

The Level 2 provider stated that it had never been its intention to imply that third party verification was not available to it during the relevant period. The Level 2 provider stated that it used such services, as was borne out by the opt-in data referred to above. Whilst certain issues with the use of those services were picked up during the Track 1 process, the Level 2 provider submitted that this did not demonstrate that it had provided misleading information on customer logs.

3. The Tribunal considered the Code and all the evidence before it.



In respect of Reason 1(i), the Tribunal noted the Executive's submissions that, because transactions prior to March 2015 were shown in the logs of the Level 2 provider but not shown in the logs of the Verifier or the Level 1 provider, the log entries in the logs of the Level 2 provider for complainants' MSISDNs were false. The Tribunal considered the Executive's explanation for why such information may have been false was plausible, particularly given the pattern of the discrepancies, and in the absence of a credible alternative innocent explanation.

The Tribunal considered the potential reasons for the discrepancies put forward by the Level 2 provider. The Tribunal accepted that, in principle, in some cases specific technical reasons might result in discrepancies between the logs of different providers in the value chain. However, the Tribunal noted that the Level 2 provider did not supply any evidence to support its explanation that the particular alleged discrepancies occurred because of a technical reason. Taking into account the evidence, and in particular that log entries recorded in the Level 2 provider logs as "SENT" and "ACCEPTED" did not appear in the Level 1 provider and Verifier logs, and that the Level 2 provider did not appear to have taken any action on allegedly failing messages despite a 23 week period of consistent chargeable message failure, the Tribunal did not find that the Level 2 provider's explanations for the discrepancies seen were credible.

Having considered the evidence, the Tribunal found on the balance of probabilities that logs supplied by the Level 2 provider were false, and misleading, for the reason put forward by the Executive. In the circumstances, the Tribunal also concluded that the Level 2 provider had at the very least, been reckless as to whether the information supplied to the Executive had been false.

In respect of Reason 1(ii), the Tribunal noted the Executive's submissions that, because the messages in question were shown in the log of the Level 2 provider as "failed" but shown in the logs of the Verifier and the Level 1 provider as "delivered", the log entries in the logs of the Level 2 provider were false. The Tribunal noted that the Level 2 provider had failed to specifically address this allegation. The Tribunal considered that, given that a charge had been made to the MSISDN on the relevant date, it should have been obvious to the Level 2 provider that its log was false in this respect, and misleading. In the circumstances, the Tribunal also concluded that the Level 2 provider had at the very least, been reckless as to whether the information supplied to the Executive had been false.

Having considered the evidence, the Tribunal found on the balance of probabilities that logs supplied by the Level 2 provider were false for the reason put forward by the Executive.

In respect of Reason 2, the Tribunal accepted that the Level 2 provider had not expressly stated that third party verification was not available to it during the relevant period. However the Tribunal considered that the Level 2 provider's responses on 23 January 2015, and on 2 November 2015, gave the impression to the reader that the PinChecked system had not been used by the provider for this Service prior to 3 March 2015. In fact the Level 2 provider had had access to the PinChecked system and had used it for a sample of MSISDNs prior to that date. There was no evidence that the Level 2 provider had corrected this impression by providing a fuller explanation. To that extent, the Tribunal found that the Level 2 provider's response on 23 January 2015 was misleading. The Tribunal considered that, given the Level 2 provider knew it had previously accessed the PinChecked system, the Level 2 provider had provided such a response knowingly.



Consequently, the Tribunal was satisfied, for all the reasons advanced by the Executive, that the Level 2 provider had supplied false and misleading information to the Executive. Accordingly, the Tribunal upheld a breach of paragraph 4.2.4 of the Code.

**Decision: UPHELD**

**ALLEGED BREACH 2**

**Rule 2.3.3**

“Consumers must not be charged for premium rate services without their consent. Level 2 providers must be able to provide evidence which establishes that consent.”

1. The Executive asserted that the Level 2 provider had breached rule 2.3.3 of the Code as consumers had been charged without their consent, and the Level 2 provider had been unable to provide evidence which establishes consent, for the following reasons:
  1. Complainant message logs supplied by the Level 2 provider for category three complainants, which purport to demonstrate that consumers opted-in to the Service in a period when the Level 2 provider did not have operational robust verification of consent to charge, were false; and
  2. Evidence supplied by the Verifier demonstrates that the complainants were charged more than the advertised price.

The Executive relied on correspondence exchanged with the Level 2 provider, complainant accounts and complainant questionnaire responses (referenced in the ‘Background’ section above) and complainant text message logs. The Executive also referred to its submissions in respect of the alleged breach of paragraph 4.2.4 of the Code.

Reason 1 - Complainant message logs supplied by the Level 2 provider for category three complainants (which purport to demonstrate that consumers opted-in to the Service in a period when the Level 2 provider did not have operational robust verification of consent to charge) were false

The Executive noted that the Verifier had provided seven message logs to the Executive, of which six out of seven logs did not contain failed chargeable Service messages. The Executive noted that the Verifier had confirmed that attempts to deliver chargeable Service messages which failed would appear in its message logs (as per the log for mobile number \*\*\*\*\*323). Given the absence of failed chargeable Service messages in the Verifier's message logs, the Executive submitted that the entries in the Level 2 provider's category 3 complainant message logs must be false.

The Executive had requested that IMImobile provide message logs for 15 complainants. IMImobile had provided message logs that did not correspond with those which were supplied by the Level 2 provider, and indeed did not contain failed chargeable messages as the Level 2 provider logs for those mobile numbers did.

The Executive noted that the Level 2 provider had provided possible reasons why the Service messages may have been routinely failing. However, taking into account the responses received from IMImobile and the responses to the complainant questionnaire, the Executive asserted that no reasonable explanation had been provided as to why almost all Service messages from shortcode 60303 were shown as failing on the Level 2 provider logs. The Executive therefore submitted that there had not been a message failure issue,





and that Service messages listed in the Level 2 provider message logs were not sent (or attempted to be sent) to complainants.

In response to questioning from the Tribunal, the Executive stated that if consumers really had given consent to be charged as early as October 2014, the Executive would expect to see either chargeable messages from that date, or the Level 2 provider taking prompt action to address the fact that chargeable messages were routinely failing. The Executive submitted that the Level 2 provider would notice failures if they were actually occurring either because it would receive delivery receipts, or because its revenue was lower than expected.

Accordingly, the Executive submitted that as the complainant message logs provided by the Level 2 provider purportedly showing consumers' opt-ins to the Service were false, there was no valid evidence of opt-in to the Service, and accordingly the complainants could not have consented to Service charges.

Reason 2 – Evidence supplied by the Verifier demonstrates that Category 2 complainants were charged more than the advertised price.

The Executive asserted that complainants were charged more than the advertised price for the following two reasons:

- i) The price point of Service shortcode 88150 increased, however the frequency on which Service messages were issued from Service shortcode was not decreased; and
- ii) Two Service charges were issued on the same date.

The price point of Service shortcode 88150 increased, however the frequency on which Service messages were issued from Service shortcode was not decreased

The Executive noted that the Level 2 provider had confirmed that the price point for the Service was £3 per week. The Executive noted that within some message logs supplied by the Level 2 provider for complainants falling into category 2, there were multiple chargeable entries on the same dates. Below is a summary of a sample of relevant Level 2 provider message logs:

Level 2 provider message log for mobile number \*\*\*\*\*991

The log for mobile number \*\*\*\*\*991 stated that the complainant opted-in on the 23 May 2014, and was successfully charged on 24 May 2014. The Executive noted that chargeable 'FAILED' Service messages were included in various parts of the Level 2 provider's logs.

The Level 2 provider's logs demonstrated that the price point for Service shortcode 60303 changed from £1.50 per message received to £3 per message received on or around 3 April 2015. The Executive found that the Verifier's logs showed that on the 6 March 2015, 13 March 2015 and the 20 March 2015, two chargeable service messages were sent at the price point of £3. The Executive noted that the frequency at which the Service messages from shortcode 60303 were issued was not reduced accordingly to take into account the increased price point, resulting in complainants incurring a £6 per week charge.

The Executive asserted that, given the promotional material and Service messages' explicit promotion of a £3 per week service, and the clear evidence in the Verifier's logs that the



complainant was charged £6 on the 6 March 2015, 13 March 2015 and the 20 March 2015, the above complainant clearly would not have consented to being charged twice as much as the promoted price for the subscription to the Service.

Level 2 provider message log for mobile number \*\*\*\*\*740

The Executive noted that the message log for mobile number \*\*\*\*\*740 stated that the complainant opted-in on the 21 August 2014, and was successfully charged on 22 August 2014. The Executive further notes that chargeable 'FAILED' Service messages are issued in various parts of the Level 2 providers logs.

The Executive noted that the logs for mobile number 07876442740 demonstrated the same type of charging frequency as the above example, resulting in the complainant incurring a £6 per week charge.

The Executive asserted that, given the promotional material and Service messages' explicit promotion of a £3 per week service, and the clear evidence in the Verifier's logs, that the complainant was charged £6 on the 6 March 2015, 13 March 2015 and the 20 March 2015, the above complainant clearly could not have consented to being charged twice as much as the promoted price for the subscription to the Service.

The Executive considered it highly likely that all consumers who were charged by Service shortcode 60303 on or around 3 April 2015 were overcharged. The Executive noted that on the seven examples provided by the Verifier, all seven displayed overcharging in this manner.

Two Service charges were issued on the same date

The Executive noted that message logs showed that complainants who were migrated from the Service opt-in shortcode 60303 to Service shortcode 88150 were issued with two £1.50 chargeable Service messages per week. The Executive understood that this was to ensure the £3 per week Service charge was collected.

The Executive noted when reviewing the Verifier's message logs for mobile number \*\*\*\*\*991 that from the 3 April 2015 to the 20 June 2015, the user was charged each week from both Service shortcode 60303 and shortcode 88150 at the £3 price point. The Executive noted that the messages were delivered a day apart from each other, resulting in the complainant incurring a £6 per week charge.

While the Executive relied on the one example referenced above, the Executive considered it highly likely that other consumers were charged by Service shortcode 60303 and shortcode 88150 in this manner.

For all the reasons set out above, the Executive asserted that the Level 2 provider did not have consent to charge for the complainants. Accordingly, the Executive submitted that the Level 2 provider had acted in breach of rule 2.3.3 of the Code.

2. The Level 2 provider denied the alleged breach. The Level 2 provider relied on its response to the allegations of breach of paragraph 4.2.4 of the Code.



The Level 2 provider noted that the Executive had requested (and provided details of) only a sample of messages from shortcode 60303 that were failing, and so denied that “almost all” such messages were failing.

The Level 2 provider submitted that the evidence provided to the Executive showed that consumers did opt-in to receiving messages from the Service, and so it was incorrect to assert that complainants could not have opted-in to the Service.

Regarding the double-charging issues raised, the Level 2 provider stated that these had been caused by changes (requested by MNOs) during March 2015, whereby consumers were to be charged a single price point of £3 (rather than two £1.50 messages). The Level 2 provider stated it had investigated fully the two specific complaints identified by the Executive. The Level 2 provider supplied correspondence between it and IMI mobile concerning the price changes, which it submitted showed that EE and O2 effected the price change, but Vodafone did not provide the necessary confirmation (despite the Level 2 provider’s attempts to clarify the situation). The Level 2 provider understood that Vodafone effected the change during March but the Level 2 provider was not made aware of this until 3 April. Accordingly, its systems would have processed two billed messages to the consumers concerned. The Level 2 provider submitted that the double-charging was due to reasons beyond its reasonable control.

The Level 2 provider admitted that the logs provided for \*\*\*\*\*991 indicated the user was charged twice. The Level 2 provider apologised for the error on its part and stated it would be happy to refund the consumer concerned. The Level 2 provider stated that this was an isolated incident and not evidence of any malpractice or malice.

3. The Tribunal considered the Code and all the evidence before it.

In respect of Reason 1, the Tribunal referred to its previous findings regarding breaches of para. 4.2.4. The Tribunal found that, in addition to a failure to hold robust and verifiable evidence of consent to charge which was taken and maintained by an independent third party, there was in fact no reliable evidence that complainants referred to in this case had opted-in to the Service prior to the conclusion of the Track 1 procedure or at all.

Referring to its above findings and the fact that complainants had first started receiving charges after the conclusion of the Track 1 procedure, the Tribunal found that this allegation of breach of the Code was not referable to the period prior to the conclusion of the Track 1 procedure.

In respect of Reason 2(i), the Tribunal noted the explanation provided by the Level 2 provider. The Tribunal found that the conduct nevertheless amounted to a breach of the Code, albeit one for which the Level 2 provider had an explanation.

In respect of Reason 2(ii), the Tribunal noted the Level 2 provider’s admission of double charging in respect of MSISDN \*\*\*\*\*991 only.

Consequently, for all the reasons advanced by the Executive, the Tribunal concluded that the Level 2 provider had not provided evidence which established consumers’ consent and that consumers had been charged without their consent. Accordingly, the Tribunal upheld a breach of rule 2.3.3 of the Code.

**Decision: UPHELD**

## SANCTIONS

### Initial overall assessment

The Tribunal's initial assessment of the breaches of the Code was as follows:

#### Paragraph 4.2.4 - Provision of false information to PhonepayPlus

The initial assessment of paragraph 4.2.4 of the Code was **very serious**. In determining the initial assessment for this breach of the Code the Tribunal applied the following criteria:

- The Level 2 provider deliberately supplied misleading information to PhonepayPlus.

#### Rule 2.3.3 – Consent to charge

The initial assessment of rule 2.3.3. of the Code was **very serious**. In determining the initial assessment for this breach of the Code the Tribunal applied the following criteria:

- The Level 2 provider charged consumers without having reliable evidence of consent to charge;
- The case had a clear and highly detrimental impact directly on consumers; and
- The nature of the breach was likely to severely damage consumer confidence in premium rate services.

The Tribunal's initial assessment was that, overall, the breaches were **very serious**.

### Final overall assessment

In determining the final overall assessment for the case, the Tribunal found the following aggravating factor:

- The Level 2 provider had previously been subject to a Track 1 procedure, which had included requirements regarding consent to charge.

The Tribunal considered that, whilst it was relevant that the actions of the provider in misleading the Executive represented an attempt to impede the Executive's investigation on a breach of the requirement that providers hold evidence of consent to charge consumers, in the circumstances of this case this was already taken account of in the initial assessment of the seriousness of the breach of Code para. 4.2.4.

In determining the final overall assessment for the case, the Tribunal took into account the following mitigating factor:

- There was evidence that some complainants had been refunded by the Level 2 provider.

The Level 2 provider's evidenced revenue in relation to the Service in the period from April 2015 to August 2015 was in the range of Band 3 (£250,000 - £499,999). The Tribunal took this period as the relevant period for the purposes of determining appropriate sanctions.

Having taken into account the circumstances of the case, the Tribunal concluded that the seriousness of the case should be regarded overall as **very serious**.



**Sanctions imposed**

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

- a formal reprimand;
- a fine of £200,000; and
- 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 PhonepayPlus that such refunds have been made.

**Administrative charge recommendation:**

**100%**



Appendix A – Example message log provided by Level 2 provider

MSISDN	DATE	TIME	SHORTCODE	COST	STATUS	MESSAGE
	03/10/2014	18:27:42	60303	£0.00	SENT	http://lusty-girls.com/?agg=f0b0b1f6e
	03/10/2014	18:30:47	60303	£0.00	SENT	FreeMsg:U have subscribed to Lusty-girls video download service which cost £3.00 per week until u send stop to 60303. SP:Idoru Tech Need help? 02035982106
	04/10/2014	18:18:09	60303	£1.50	FAILED	We hope you enjoy your downloads!
	04/10/2014	18:18:09	60303	£1.50	FAILED	Content is updated weekly on Lusty-Girls! Need help? 02035982106
	11/10/2014	19:20:59	60303	£1.50	FAILED	Content is updated weekly on Lusty-Girls! Need help? 02035982106
	11/10/2014	19:20:59	60303	£1.50	FAILED	We hope you enjoy your downloads!
	18/10/2014	18:09:26	60303	£1.50	FAILED	We hope you enjoy your downloads!
	18/10/2014	18:09:26	60303	£1.50	FAILED	Content is updated weekly on Lusty-Girls! Need help? 02035982106
	25/10/2014	18:37:33	60303	£1.50	ACCEPTED	We hope you enjoy your downloads!
	25/10/2014	18:37:33	60303	£1.50	ACCEPTED	Content is updated weekly on Lusty-Girls! Need help? 02035982106
	01/11/2014	18:50:48	60303	£1.50	ACCEPTED	We hope you enjoy your downloads!
	01/11/2014	18:50:48	60303	£1.50	ACCEPTED	Content is updated weekly on Lusty-Girls! Need help? 02035982106
	03/11/2014	20:01:34	60303	£0.00	SENT	FreeMsg:U are subscribed to Lusty-girls video download service which cost £3.00 per week until u send stop to 60303. SP:Idoru Tech Need help? 02035982106
	08/11/2014	18:39:35	60303	£1.50	FAILED	We hope you enjoy your downloads!
	08/11/2014	18:39:35	60303	£1.50	FAILED	Content is updated weekly on Lusty-Girls! Need help? 02035982106
	15/11/2014	19:41:53	60303	£1.50	FAILED	We hope you enjoy your downloads!
	15/11/2014	19:41:53	60303	£1.50	FAILED	Content is updated weekly on Lusty-Girls! Need help? 02035982106
	22/11/2014	18:39:13	60303	£1.50	FAILED	We hope you enjoy your downloads!
	22/11/2014	18:39:13	60303	£1.50	FAILED	Content is updated weekly on Lusty-Girls! Need help? 02035982106
	29/11/2014	18:50:37	60303	£1.50	FAILED	Content is updated weekly on Lusty-Girls! Need help? 02035982106
	29/11/2014	18:50:37	60303	£1.50	FAILED	We hope you enjoy your downloads!
	03/12/2014	18:42:56	60303	£0.00	SENT	FreeMsg:U are subscribed to Lusty-girls video download service which cost £3.00 per week until u send stop to 60303. SP:Idoru Tech Need help? 02035982106
	06/12/2014	18:49:02	60303	£1.50	FAILED	Content is updated weekly on Lusty-Girls! Need help? 02035982106
	06/12/2014	18:49:02	60303	£1.50	FAILED	We hope you enjoy your downloads!
	13/12/2014	18:07:22	60303	£1.50	FAILED	We hope you enjoy your downloads!
	13/12/2014	18:07:22	60303	£1.50	FAILED	Content is updated weekly on Lusty-Girls! Need help? 02035982106
	20/12/2014	18:08:39	60303	£1.50	ACCEPTED	We hope you enjoy your downloads!
	20/12/2014	18:08:39	60303	£1.50	ACCEPTED	Content is updated weekly on Lusty-Girls! Need help? 02035982106
	27/12/2014	18:07:30	60303	£1.50	FAILED	Content is updated weekly on Lusty-Girls! Need help? 02035982106
	27/12/2014	18:07:30	60303	£1.50	FAILED	We hope you enjoy your downloads!
	03/01/2015	18:16:17	60303	£1.50	FAILED	We hope you enjoy your downloads!
	03/01/2015	18:16:17	60303	£1.50	FAILED	Content is updated weekly on Lusty-Girls! Need help? 02035982106
	03/01/2015	19:49:26	60303	£0.00	SENT	FreeMsg:U are subscribed to Lusty-girls video download service which cost £3.00 per week until u send stop to 60303. SP:Idoru Tech Need help? 02035982106
	10/01/2015	19:47:49	60303	£1.50	FAILED	We hope you enjoy your downloads!
	10/01/2015	19:47:49	60303	£1.50	FAILED	Content is updated weekly on Lusty-Girls! Need help? 02035982106
	17/01/2015	18:20:59	60303	£1.50	FAILED	Content is updated weekly on Lusty-Girls! Need help? 02035982106
	17/01/2015	18:20:59	60303	£1.50	FAILED	We hope you enjoy your downloads!
	24/01/2015	19:47:44	60303	£1.50	FAILED	Content is updated weekly on Lusty-Girls! Need help? 02035982106
	24/01/2015	19:47:44	60303	£1.50	FAILED	We hope you enjoy your downloads!
	31/01/2015	18:46:20	60303	£1.50	FAILED	We hope you enjoy your downloads!
	31/01/2015	18:46:20	60303	£1.50	FAILED	Content is updated weekly on Lusty-Girls! Need help? 02035982106
	03/02/2015	20:23:06	60303	£0.00	SENT	FreeMsg:U are subscribed to Lusty-girls video download service which cost £3.00 per week until u send stop to 60303. SP:Idoru Tech Need help? 02035982106
	07/02/2015	18:03:12	60303	£1.50	FAILED	We hope you enjoy your downloads!
	07/02/2015	18:03:12	60303	£1.50	FAILED	Content is updated weekly on Lusty-Girls! Need help? 02035982106
	14/02/2015	18:13:01	60303	£1.50	FAILED	Content is updated weekly on Lusty-Girls! Need help? 02035982106
	14/02/2015	18:13:01	60303	£1.50	FAILED	We hope you enjoy your downloads!
	21/02/2015	19:20:17	60303	£1.50	ACCEPTED	We hope you enjoy your downloads!
	21/02/2015	19:20:17	60303	£1.50	ACCEPTED	Content is updated weekly on Lusty-Girls! Need help? 02035982106
	28/02/2015	19:02:50	60303	£1.50	ACCEPTED	Content is updated weekly on Lusty-Girls! Need help? 02035982106
	28/02/2015	19:02:50	60303	£1.50	ACCEPTED	We hope you enjoy your downloads!
	03/03/2015	20:25:29	60303	£0.00	SENT	FreeMsg:U are subscribed to Lusty-girls video download service which cost £3.00 per week until u send stop to 60303. SP:Idoru Tech Need help? 02035982106
	07/03/2015	18:48:56	60303	£1.50	ACCEPTED	Content is updated weekly on Lusty-Girls! Need help? 02035982106
	07/03/2015	18:48:56	60303	£1.50	ACCEPTED	We hope you enjoy your downloads!
	14/03/2015	18:46:57	60303	£1.50	FAILED	We hope you enjoy your downloads!
	14/03/2015	18:46:57	60303	£1.50	FAILED	Content is updated weekly on Lusty-Girls! Need help? 02035982106
	21/03/2015	18:33:17	60303	£1.50	FAILED	Content is updated weekly on Lusty-Girls! Need help? 02035982106
	21/03/2015	18:33:17	60303	£1.50	FAILED	We hope you enjoy your downloads!
	28/03/2015	19:39:30	60303	£3.00	FAILED	Content is updated weekly on Lusty-Girls! Need help? 02035982106
	03/04/2015	19:15:42	60303	£0.00	SENT	FreeMsg:U are subscribed to Lusty-girls video download service which cost £3.00 per week until u send stop to 60303. SP:Idoru Tech Need help? 02035982106
	04/04/2015	18:43:40	60303	£3.00	FAILED	Content is updated weekly on Lusty-Girls! Need help? 02035982106
	11/04/2015	18:16:06	60303	£3.00	FAILED	Content is updated weekly on Lusty-Girls! Need help? 02035982106
	18/04/2015	19:43:27	60303	£3.00	ACCEPTED	Content is updated weekly on Lusty-Girls! Need help? 02035982106
	25/04/2015	19:36:00	60303	£3.00	FAILED	Content is updated weekly on Lusty-Girls! Need help? 02035982106
	02/05/2015	19:23:29	60303	£3.00	BILLED	Content is updated weekly on Lusty-Girls! Need help? 02035982106
	03/05/2015	20:09:57	60303	£0.00	SENT	FreeMsg:U are subscribed to Lusty-girls video download service which cost £3.00 per week until u send stop to 60303. SP:Idoru Tech Need help? 02035982106
	09/05/2015	18:41:59	60303	£3.00	BILLED	Content is updated weekly on Lusty-Girls! Need help? 02035982106
	16/05/2015	18:33:26	60303	£3.00	BILLED	Content is updated weekly on Lusty-Girls! Need help? 02035982106
	23/05/2015	18:33:15	60303	£3.00	BILLED	Content is updated weekly on Lusty-Girls! Need help? 02035982106
	30/05/2015	18:33:22	60303	£3.00	BILLED	Content is updated weekly on Lusty-Girls! Need help? 02035982106



	03/06/2015	20:24:24	60303	£0.00	SENT	FreeMsg:U are subscribed to Lusty-girls video download service which cost £3.00 per week until u send stop to 60303. SP:Idoru Tech Need help? 02035982106
	06/06/2015	18:33:40	60303	£3.00	BILLED	Content is updated weekly on Lusty-Girls! Need help? 02035982106
	13/06/2015	18:33:15	60303	£3.00	BILLED	Content is updated weekly on Lusty-Girls! Need help? 02035982106
	20/06/2015	18:03:06	60303	£3.00	BILLED	Content is updated weekly on Lusty-Girls! Need help? 02035982106
	27/06/2015	18:32:59	60303	£3.00	BILLED	CA1:G75ontent is updated weekly on Lusty-Girls! Need help? 02035982106