

## **BMCM Group - PPP Consultation Response March 2016**

The comments below are relevant to all companies within our group; Eyegames, Remote Games and Xinion.

The sections we have made comment on, have been extracted, in order, from the Consultation Paper and related annexes and underlined in this style.

*BMCM Group comments are shown in this style.*

**Q.1: Do you agree or disagree with the initial determinations set out in the table at Annex A?**  
*No comment*

**Q.2: What further changes to current Guidance or additional Guidance do you consider necessary in future?**

**Pg 7**

2.9 For this reason, PhonepayPlus considers there must be a strong rationale for the adoption and retention of Sector Specific Guidance. As part of the Guidance Development Project, we have looked at what might lead to such a determination. Any determination will be made with consideration of paragraph 1.5.1 of the Code, which indicates Guidance is to assist PRS providers in relation to “how the required rules will be expected to apply” to them and the services they operate.

*Principle issue: Often sector specific guidance is issued because of a 'few' merchants practicing in a certain way (usually not within the spirit of the code). With the advent of this guidance, and its more 'prescriptive nature', the industry is bound by that which could be applied to circumstances that are similar - but not in fact the same as those causing the issues! This potentially stunts growth and innovation in the market for fear of operating outside of guidance.*

**Pg 7**

2.10 We consider the following warning indicators establish a strong basis for assessing whether Sector Specific Guidance would be appropriate

- There is evidence of issues affecting a specific market sector that warrants consideration of an industry response to improve standards and reduce actual and potential consumer harm; and / or

*Often issues can be accounted to individual Merchants as opposed to 'the industry' as a whole. Guidance dealing with 'issues' with prescriptive measures can be unfairly counter-productive to those Merchants who are operating within the spirit of the code.*

- The current suite of Guidance does not appear to be effective in addressing such market issues or improving compliance standards; and / or

*This effectiveness cannot be seriously measured without understanding whether all Merchants (E.g. the industry) are struggling to comply, or whether individuals are causing a black mark in the industry. Often issues can be attributed to one Merchant, or a particular publisher on a network. The size of that issue can be exaggerated if that Merchant has a large market share – leading to this being interpreted as “the industry” as opposed to ‘A’ merchant. We’ve personally experienced this witnessing traffic migrating to rogue players (because of higher conversion rates) – meaning that ‘an issue’ can actually play out across the majority of PRS traffic for the time it exists. This is then spotted and measures are imposed on all PRS providers.*

- During an investigation or series of cases associated with a market issue, there may be reason to develop Guidance to respond to the matters raised; and / or

*There's a concern that guidance takes on a life of its own, independent of the case that was addressing a Merchants issue. This can lead to measures taken to address industry that are derived from specific Merchant issues. This has been widely witnessed with unintentional effects by the*

*efforts made by the PayForIt Management Group in implementing changes to combat the activity of a few Merchants (and not the industry as a whole). This needs to be avoided at all costs*

## **Pg 8**

2.11 Where one or more of these warning indicators are observed by PhonepayPlus, we will still consider whether Guidance is likely to be effective in directing relevant PRS providers to improve services. This may be by way of implementing the Guidance directly or finding alternative means of achieving the same outcomes based on an understanding of the Guidance. To that end, PhonepayPlus will look to develop Guidance that explains the desired objectives, making it clear that there may be more than one way to comply with Code requirements. This approach ought to reduce prescriptive instructions appearing within Guidance in support of an outcomes-based Code.

*Relevant is the key here! The aforementioned is concerned with industry wide changes and mandates that are designed to combat the actions of a few.*

## **2.13**

When responding to consultation questions 3 to 9 in turn, your considerations relating to these matters will be useful to us in finalising Guidance:

*a. Is the level of information provided in the Guidance sufficient? Yes, but too many separate annexes that need to be read 'in conjunction with... \*\*\*....'. and not always easily located within PPP website or too many links to get there.*

**Q.3: Do you consider the proposed alterations to Guidance on advice services to be helpful and effective for improving compliance standards and developing appropriate procedures to meet Code obligations?**

*No comment*

**Q.4: Do you consider the proposed alterations to Guidance on digital marketing and promotions to be helpful and effective for improving compliance standards and managing advertising campaigns in keeping with the Code?**

## **Annex B2 - General Guidance Note**

### **Digital marketing and promotions**

#### **1. What is digital marketing and what problems may arise?**

##### **1.3 Examples of practices which are always misleading:**

- Typosquatting
- Clickjacking
- Likejacking
- Content locking

This is not an exhaustive list. The market is constantly evolving and while PhonepayPlus will endeavour to keep the list as up-to-date as possible, providers should constantly be aware as to whom their services are marketed to online and whether these and other emerging practices are likely to meet the outcomes set out in the Code. Detailed examples of bad practices can be found in the Annex to this Guidance.

## Pg1 - 1.3

- Content locking

*Content Locking isn't always misleading. If presented correctly. It is common in marketing for someone to state that you can get X if you do Y. An example of content locking is the ability to access a video if you join a competition service for £3. In this instance, so long as the price of the competition is clear and the landing pages are compliant, the consumer can make an informed choice as to whether the video is worth the cost. It is wrong to suggest that content locking is misleading in all forms. Content locking is a mature form of marketing, derived from other non-digital manifestations (such as get a free cuddly toy if you spend £100 on fuel). It is misleading if the promotion itself is misleading – but not 'because' it is a content locking offer. Informing a consumer that their phone has a virus, offering them a solution but only if they pay for a PRS is misuse of Content Locking if the phone doesn't have a virus detected.*

*You cannot say this – “always” – that's simply not correct or fair. For example, if I say “I have a movie and you can download it but to do so you need to subscribe to abc service, which costs £2.50 per week. This service gives you some wallpapers and videos ..... and can be stopped at any time” then it's not misleading, it is content locking but it is not misleading. It might be more appropriate to highlight that using these marketing techniques are considered to be higher risk (regards misleading).*

## Pg 1 – 1.4

This Guidance also clarifies that it is the responsibility of providers to control affiliate marketing carried out on their behalf and sets out some recommendations as to how to do so. For further assistance on controlling risk when using affiliate marketers please read part 10 of the 'Promoting premium rate services' Guidance1.

*Merchants can make best endeavours to educate and 'control' partners - but the way a Merchant handles partner malpractice should be acknowledged! E.g. a rule break by a partner cannot always be pro-actively controlled. It can however be retrospectively managed: stopped and action taken.*

## Pg 1 - 1.5

### point 1

- Transparency – Consumers must be presented with all vital information, including the price, relating to a PRS service before they commit to purchasing it.

*'Before' suggests the order of the information (which is fine). Confusion lies in frequency. E.g. so long as the customer is informed before... then they are informed. They shouldn't need informing multiple times (or force fed this information), especially for impulse purchases. Frequency of information in this instance deals with a completely different issue!*

### point 2

- Fairness – If consumers are to have confidence in the PRS industry, it is important that they are not intentionally misled.

*We support the notion that customers shouldn't be intentionally misled. This shouldn't be misconstrued to allow consumers to be negligent on their own part. Consumers should take some responsibility for their actions - otherwise we are legislating for a few but affecting all. This is open to abuse (we have evidence of this in consumer behaviour).*

### point 3

- Privacy – Consumers should be protected from an invasion of their privacy. The sending of unsolicited electronic communications (spam) is unlawful. Any promotional material must be delivered appropriately and with the consumers' consent, which must be knowingly given and clearly identifiable.

*'Soft' and 'Hard' opt-in should be explained here.*

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

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 sub-contracted to a third party such as an affiliate marketer. So if an affiliate marketer's 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.

*It should be acknowledged that 'rogue' publishers exist. They always will. These are not Affiliates but in most cases they are individuals that provide traffic to the Affiliate. Whilst the PRS Merchant can control the Affiliate, The Merchant is one step removed from the Publisher in the relationship. It is unlikely Merchants can comply with the code as described. A Merchant can react to something a Publisher has done (that an Affiliate may or may not have also reacted to but will almost never be able to control the Publisher in a way that removes this risk. In our experience they don't have sufficient access to them.*

- Indeed, we have seen a number of cases where affiliate marketers have been responsible for misleading digital marketing practices of the kind outlined above in an attempt to inflate their revenues by engaging consumers in services without their clear understanding and consent.

*We contest this statement and advise PPP to define the difference between Affiliates and their providers (Publishers). It is a common misconception in the industry that both are the same, but if Merchants are going to be accountable, the level of control achievable needs to be defined.*

## Annex B2 Annex

### EXAMPLES OF BAD PRACTICE

The following are detailed examples of non-compliant practices that should be avoided:

#### Pg 5 – 1. Typosquatting

1.1 Typosquatting involves registering internet domain names that are misspellings of widely known and trusted internet brands. Examples might include "Dacebook" instead of "Facebook", "Twttter" instead of "Twitter" and "Wikapedia" instead of "Wikipedia". This is done with the intention of redirecting consumers who mistype or click on mistyped links away from their intended destination. Consumers are then led to a website that is designed in a confusingly similar manner to the website that they were originally searching for.

*Mainly agree. However, a Merchant may have the domain 'Hargos' for legitimate reasons; not relating to Argos. Each case should be viewed on its merits. If a user accidentally mis-typed Facebook and went to Fatebook, and Fatebook doesn't purport to be Facebook, then this isn't typosquatting. The note describes an intention and /or misleading design - which must always also be the case along with typosquatting to be breached.*

*You cannot say "Consumers are then led to a website that is designed in a confusingly similar manner to the website that they were originally searching for." Because it might not be true, e.g. the*

*site the consumer arrives at might be very different, E.g. type in yahob.com (not yahoo.com) you arrive at GoDaddy – by definition this is typosquatting and is quite ok.*

## **Pg 5 - 2. Clickjacking**

2.1 Clickjacking' is a malicious technique of tricking a consumer into clicking on something different from what they perceive they are clicking on, this is also known as 'user interface redress attack' or 'UI redress attack'. By clicking on a disguised link (the link may be hidden using transparent IFrames4), consumers are redirected to a webpage that they had no intention of visiting. Users will often be unaware of the exploit as the link to the webpage they arrive at may be disguised as something else. For example, a website that has a button on it that says "click here for a free iPod" however, an invisible IFrame has been placed on top of the page with a consumer's email account, and lined up exactly the "delete all messages" button directly on top of the "free iPod" button. The consumer tries to click on the "free iPod" button but instead actually clicked on the invisible "delete all messages" button. In essence, the consumers click has been "hijacked".

*Agree. Clickjacking isn't only used by rogue advertisers. It is commonly used by big brands to promote their products and services, where full screen adverts are presented over pages that users are trying to scroll. The user cannot scroll and instead unintentionally click an advert.*

## **Pg 6 - 3. Likejacking**

3.2 The 'liked' link may then take the consumer to a website containing a PRS promotion, often with inadequate transparency. Consumers are therefore engaging in a promotion based on a contact's supposed endorsement as well as marketing the promotion themselves, without their prior consent. Likejacking is thus highly likely to be breach the Code's requirements around fairness and consumer privacy.

*Suggesting removing the highlighted statement to maintain a better tone. This is hearsay - the activity in itself is misleading.*

## **Pg 7 – 4. Misleading banner ads, pop-ups and pop-unders**

*This is badly written and does not offer any value to the reader, to interpret it. This said, its accepted that a promotion can be both banner and web page, and we agree that throughout this journey the consumer must be made aware of cost and key terms (typically on a web page). PPP needs to ensure the reader of this document is clear that this is what PPP expect (i.e. it's not all on a banner).*

*In addition – some banners are not “misleading” but are not directly related to the service itself, e.g. consider a banner that says “guess what’s behind me” – upon clicking the banner the consumer sees a website promoting wallpapers – this is not misleading (but the banner is not related to wallpapers, it’s using the concept of intrigue to capture the consumers’ attention – PPP cannot stop marketers using this type of marketing technique). On the contrary, if the banner said “get wallpapers 100% free” and the service was not clear on the FREE / not FREE element then there may be a risk of this flow being misleading”*

4.1 Banner ads, pop-ups and pop-unders aim to attract consumers to promotions, usually based on other websites. In most cases, where pricing and other key information is clearly stated, they are likely to be compliant.

*'Based on' is perhaps the wrong choice of words. The adverts are served on other websites. 'Based on' could be interpreted as connected through content or design.*

4.2 However, when a banner ad, pop-up or pop-under leads to a website where pricing information is not clearly stated, and thus the consumer might be misled, the provider is highly likely to be found in breach of the Code.

*Anything leading to a misleading promotion is wrong. It is unclear as to why this is highlighted within this part of the document. It is potentially open to misinterpretation (or misuse) by the regulator leading to the need for clarity in discussions – or worse; in cases and tribunals.*



4.3 In some cases, banner, pop-up and pop-under advertisements promise high street vouchers in order to induce customers to follow their link. Whilst the subsequent website may be transparent in terms of price and other conditions, the consumer may consent to a charge in the mistaken belief s/he will receive high street vouchers as a result. In cases where a consumer has been induced in a misleading fashion, a compliant landing page is unlikely to be accepted as a defence by the Tribunal.

*This is an unclear example. If a PRS service advertises the chance to win a voucher, and as a consequence the user clicks and arrives at a PRS competition, so long as the landing page is clear that the consumer is joining a competition and not purchasing vouchers, then this should be allowed.*

## **Pg 7 – 5. Misleading search engine marketing and search engine optimization**

*Much more detail required here, what is the issue with a PRS provider buying the keyword combination “cool phone” and then the consumer gets offered wallpapers, at a cost – it’s fairly common sense to me. The consumer has not searched for “wallpapers” – by implementing Section 5 the way it’s written is a huge restriction of trade*

5.1 Search Engine Marketing (SEM) and Search Engine Optimisation (SEO) both aim to improve a service provider’s visibility in search engine results pages. Both are prominent and legitimate means for PRS providers to market their products. However, misleading terms could be used to artificially boost search engine ranking. This practice is highly likely to be found misleading by the Tribunal.

*Exercise caution as to how this is interpreted. A PRS with an initial FREE period should be able to use the word FREE in SEO, since the PRS itself must inform the user of the FREE aspects and the chargeable aspects (and when the free period ends etc).*

5.2 Providers are expected to use key words or meta tags that are accurate descriptors of the service being offered and should not mislead consumers either about the cost or the nature of the service. For example, where the meta tag ‘free’ is used, all or at least the majority of services being promoted should be free. If none or only a minority of services being offered are free, a PhonepayPlus Tribunal is highly likely to find such practice in breach of the Code. Any reference to a brand or company to which the provider is not associated is also likely to be considered misleading if it confuses consumers about the nature of the service being offered.

*Careful with 'association'. If the prize of a competition is an iPhone, and an iPhone is purchased by the Merchant and provided to the Winner, no association with Apple is required. There is nothing misleading about this.*

5.3 PhonepayPlus has also noticed examples of websites being compromised by PRS promotions. For example, a consumer enters a search term into a search engine that is completely unrelated to any PRS promotion. Having found the link they are looking for, the consumer clicks on the appropriate link only to be taken to a PRS promotion. This is clearly a breach of any expectation PhonepayPlus has around digital marketing.

*Other examples provide detail on how this is being achieved technically. This doesn't. We haven't seen this in practice and so it would be useful if the document evidenced this for consistency.*

## **Pg 8 – 6. Content lockers**

*Content locking / unlocking can be quite ok – pricing needs to be clear – but the practice itself is ok. Stopping this is simply restricting trade.*

6.2. When a practice known as content locking or content unlocking is used, consumers are enticed into purchasing a product, often PRS, in order to access unrelated content. Consumers may be looking to download an app or a new film or access a particular offer (shopping vouchers for example), which is not made available until they go through a certain number of steps where charges might be incurred. In PRS terms, a consumer might for example be prompted to enter his or her mobile phone number in order to download a film or access shopping vouchers but in reality

they are entering into a subscription-based quiz. Effectively, consumers enter the quiz to access the 'locked' content.

*Please see comments against 6.4 below.*

6.3 Ransomware5 is a particularly severe case of content locking where a consumer's browser is locked. The consumer is then invited to enter a survey to 'unlock' his or her browser, effectively being held to 'ransom' in the process. Completing the survey then enters the consumer into a PRS promotion.

*Ransomware is not content locking and is bad practice – we have no problem with the general ban on ransomware*

6.4 As set out in Rule 2.3.2 of the Code, providers should not mislead consumers. PRS promotions that garner consumer consent to engage in PRS in order to access unrelated content are likely to be considered misleading. Content locking is almost certain to be considered in breach of the Code if the consumer is not made fully aware of the cost of accessing the unrelated content and/or the content is not delivered.

*This statement should be amended in light of the previous comments. The improper use of content locking, combined with other breaches of the code, is almost certainly in breach of the code. Content locking in general isn't necessarily in breach. E.g. the consumer has a choice as to whether they want to perform one act in order to benefit from another.*

**Q.5: Do you consider the proposed new Guidance on enabling consumer spend control to be helpful, in particular providing an insight into the requirements set out in Rule 2.3.6 of the Code?**

### **Annex B3 Enabling Consumer Spend Control**

*PhonepayPlus should consider the time and cost associated with (say) the development and implementation of software required to alert PRS providers to average spend both as a mean figure and then highlighting specific users. Throughout the documentation, there are statements that refer to what 'ought' to be handled by a Merchant. The level of sophistication in software must be considered when making such demands.*

**Q.6: Are the options given in the Guidance relating to methodology for identifying 'excessive use' suitable in offering PRS providers' assistance with the development of tools that comply with Rule 2.3.6 of the Code? Please explain any concerns and provide alternative options based on your knowledge and experience.**

*No comment*

**Q.7: Are the suggested means of providing information to consumers effective and does the Guidance equip PRS providers to comply with this requirement under Rule 2.3.6 of the Code?**

### **Annex B4 Method of Exit from a Service**

#### **2. Use of the 'STOP' command**

2.2 With regard to how the 'STOP' command should work in practice; we consider it best practice that consumers should be able to text 'STOP' to the mobile shortcode the service was initially requested from, or from which it is receiving (chargeable) messages, in order to stop the service.

2.3 We accept that this may not always be possible – either for technical reasons, or because of the cost to a provider of doing so. However, where we discover that separate shortcodes for requesting a service and opting out from it are being used then consideration will be given to a provider's motive for doing so. Any actions which are likely to confuse consumers may potentially fail to meet the fairness outcome, at section 2.3 of the Code.

*As stated above, PPP acceptance that this action **may not always be possible** but then goes on to say it will **probably breach compliance code**. The consumer receives a text which states how to opt out via text and also gives the customer service number, should help be required. There would be no confusion when the consumer reads their texts.*

2.6 We accept it is not always possible to recognise these variations immediately when a consumer wishes to exit. However, where a consumer has legitimately tried to cancel a service and failed (either because they have mis-typed 'STOP', or because they have texted some other variation), then once this becomes clear to the provider, best practice would be for consumers to be retrospectively refunded for any charges subsequent to their first clear attempt to opt out, and immediately removed from the service.

*Consider the work involved in recognizing this type of activity with volume! Software is often set up to handle events, not to handle event edge cases. PhonepayPlus should consider the time and cost associated with (say) the development and implementation of software required to alert PRS providers to average spend both as a mean figure and then highlighting specific users. Throughout the documentation, there are statements that refer to what 'ought' to be handled by a Merchant. The level of sophistication in software must be considered when making such demands.*

### **3. Instances where a consumer is subscribed to more than one service operating on the same shortcode.**

3.1 A consumer may be concurrently subscribed to more than one premium rate service using the same access shortcode. The consumer will have opted into the services by texting keywords, which allow the provider to differentiate between the services on a single shortcode (known commonly as 'shared' shortcodes).

*The consumer could have "authenticated" by one of many means, typically, either sending a text in, or submitting a pin online, or by clicking a link in an SMS.*

### **4. MMS & Voice Shortcodes**

4.2 Two recognisable examples at the moment are voice shortcodes, which do not respond to a 'STOP' command as they are configured for voice-based (or IVR) services, and MMS shortcodes. MMS shortcodes do respond to 'STOP' commands; however, MMS messages are very data-rich, and the cost of replying to an MMS message can often be considerably higher than the standard cost of sending a text. PhonepayPlus believes this would disadvantage a consumer wishing to exit a service.

*This is very confusing and needs addressing. Why would a voice shortcode need any special reference? It's a phone call, you just stop the call!*

*Unsure that MMS shortcode do not accept STOP and also, unsure that replying to an MMS message is costly – best PPP get this section correct.*

### **5. Apps**

5.1 Services which are consumed through an application installed on a mobile device also offer additional content which can be paid for within the app environment – this can be via operator billing, PSMS or another payment mechanism.

*Are PPP regulating "other payments" and if so, suggest some clarification is provided.*



**Q.8: Do you consider the proposed alterations to Guidance on method of exit from a service to be helpful and effective for improving compliance standards and understanding our approach to regulating these services?**

**Pg 12 Guidance Development Paper**

**Guidance on subscription services**

2.32 In respect of this piece of Guidance expectations regarding transparency, pricing and robustly verifiable consent to charge remain unchanged. However, the Guidance note has been updated to reflect the introduction of the Consumer Contract Regulations (Information Cancellation and Additional Charges) 2013 which came into force on 13th June 2014 into UK law<sup>6</sup>, and also changes to our own regulation with the shift from the prior permission regime of previous Codes to the current framework of Special conditions.

*This refers to CCR. The guidance should be aligned to the assured advice received from Trading Standards. We shouldn't have different standards to adhere to for the same ruling.*

**Q.9: Do you consider the proposed alterations to Guidance on subscription services to be helpful and effective for improving compliance standards and understanding our approach to regulating these services? Please provide some evidence in support of your response.**

**Annex B5 SECTOR SPECIFIC GUIDANCE NOTE**

**Subscription Services**

**Pg 1- 2. Making consumers aware of all relevant information**

2.1 All promotional material should clearly and prominently state any information that is likely to affect an individual's decision to accept a future recurring charge. Providers must take reasonable steps to ensure this information is prominently available, before the consumer begins use of the service. Relevant information will likely include but not necessarily be limited to:

*This has potential for being misinterpreted. 'All promotional material' cannot be met since a publisher may use the same flow to switch between two competing iPhone Competitions; one at £3 per week and one at £4 per week. This phrase should be altered to ensure that the user is informed before they commit - but not informed on all promotional material.*

- Clearly highlight the obligation to pay a recurring charge by labelling activation buttons (or similar function) with an unambiguous phrase such as 'PAY £[X] A WEEK' or similar;

*In the interest of clarity, CCR regulations allows signposting – so the button does not need to have the price on as given as example*

2.2 Consumers must be supplied with confirmation of the contract in a durable medium before charging occurs such as an initiation or confirmation message or confirmation via email to an email address previously provided by the consumer.

*Bit odd this – AIME should offer comment here.*

**Pg 2 – 3. Double Opt-in**

3.1 Where a subscription service has a recurring charge of more than £4.50 in any given seven day period, providers are required to obtain a 'double opt-in' from the consumer following the initial sign up in the form of a positive, recorded and auditable response where the cost and name of the service has been clearly presented. This is a requirement of the subscription services notice of special conditions<sup>6</sup>.

*This is reasonable. However, with MNO's mandating PFI to have double opt-in anyway, this seems almost irrelevant.*

3.2 We recommend that 'double opt-in' is also obtained from consumers entering subscription services that has a recurring charge of £4.50 and under after the consumer consents to the service but before they are charged for it.

*Is the code not sufficient for compliance? Is an extra measure required?*

3.3 An example of 'double opt-in' within a premium rate SMS flow would be a free to receive initiation message containing the same details as set out in paragraph 4.1 below which the consumer should positively respond to. Alternative means of achieving robust 'double opt-in' are possible and may vary depending on the service delivery platform, with changes in technology alternative means may also continue to develop. Where such alternative means are used, and robust evidence of consent to charge is available, it is likely that such services will comply with the Code.

*Double opt-in: Does completing a form and texting in (MO) or clicking a tick box followed by a button constitute double opt-in?*

## **Pg 2 - 4. Spend Reminders**

4.3 If the spend reminder message is a free message then 'freemsg' or similar should be stated somewhere within the text. Feedback suggests that stating 'freemsg' at the beginning of the message may lead the consumer to believe the message is spam and instead of reading the contents the consumer may simply delete it. Consistency in presentation of information is likely to improve familiarity with the service and confidence in the market.

*This is 100% in conflict with the MNO code of practice; so deploying this suggestion immediately puts the level 2 providers in breach of the MNO code of practice. For the avoidance of doubt, we agree with PPP. PPP need to establish a common policy with the MNO.*

**Q.10: Do you agree with our assessment that the current Guidance on Application based payments does not need to be updated?**

*No comment*

**Q.11: Do you agree with our assessment of the need for Sector Specific Guidance on live services and support the provision of a short factual guide to the requirements set for new entrants to the market?**

*No Comment*

**Q.12: Do you agree with our assessment of the impact which proposed changes to Guidance will have? If not, why?**

*No Comment*