

Mark Collins
Head of Industry Affairs
PhonepayPlus
1st Floor, Clove Building
4 Maguire Street
London SE1 2NQ

mcollins@phonepayplus.org.uk

19 Jan 2010

Consultation

Guidance to support the proposed new Code of Practice.

AIME Submission

AIME

AIME is the leading trade body representing the interactive media and entertainment industry in the UK. For more information on AIME see the final section of this response or go to our website at www.aimelink.org.

Introduction

AIME welcomes the opportunity to respond constructively to this consultation on the Guidance to support the new PhonepayPlus (Pp+) Code of Practice.

General Points

Where relevant, Guidance notes should feature footnotes referring to previous Tribunal decisions to clarify the thinking behind the notes.

To provide a measure of 'future-proofing', any references to prices should be expressed as excluding VAT.

We suggest that Guidance should also be considered on:

- Applications & PRS (in-app billing)
- Broadcast (different functions due to Ofcom regulations, e.g. third party verification)
- Sexual entertainment services.

Responses to questions

Q1 – Will the language used in the Guidance be clear to the majority of those involved in PRS provision? If not, why not? Please include any specific suggestions you have for clearer drafting.

See individual Guidance Notes below

Q2 – Is the level of information provided in the Guidance sufficient? If not, why not? Please include any specific suggestions you have.

See individual Guidance Notes below

Q3 – In your opinion, will any of the expectations set out in the Guidance be likely to cause difficulty to the majority of providers, or cause confusion? If so, please give any reasons or evidence you have. In particular are there technical barriers to following Guidance we have not already acknowledged?

See individual Guidance Notes below

Q4 – Do you have any other specific comments on the content of the Guidance notes? Please clearly state the title of the Guidance and page references where appropriate.

See individual Guidance Notes below

General Guidance

1) Definitions of those involved in providing PRS

The formal AIME position has long been focussed on the need to place overall responsibility for the delivery and support of services marketed to consumers with the Merchant Promoter (level 2) at the point of sale in a similar manner to a normal retail environment.

However, it is disproportionate and inappropriate to place all responsibility for regulatory compliance at level 2 as proposed since, behind the point of sale, there exists a service chain of various contracted accountabilities positioned to jointly provide the total service experience and it is entirely possible for a Merchant Promoter to be wholly or partly blameless for a failure to meet consumer expectations. There are numerous examples available where a Merchant Promoter does not actually control or manage the operation of the services it takes to market.

It will be an important regulatory responsibility for Pp+ to determine where blame lies in the service chain in the event of a circumstance involving an infringement of the Ofcom agreed Code of Practice for Premium Rate Services (PRS) and to apportion blame to responsible parties in a fair, proportionate and transparent manner. It will also be important for regulation to recognise the fact that one organisation can be responsible for multiple functions within the service chain and that rigid definitions will be difficult to apply.

The variety of contractual relationships in the service or value chain behind the Merchant Promoter is not accurately reflected in the “delivery chains” contained in the proposed Guidance, which we consider to be too prescriptive in nature and would benefit from a more generic approach. To this end AIME has attached a copy of a previously submitted generic value chain for PRS (see appendix 1) and we would be pleased to work with Pp+ to review this subject to aid and ensure recognition of the need for the correct allocation of ‘proportionate responsibility’ for Code infringements within the chain according to function.

The Guidance also needs to reflect the position of ‘virtual or e-money’, where a single PRS transaction can lead to multiple credit transactions dispersed across multiple Level 2 providers. This will fall outside the remit of Pp+ as it no longer constitutes telecommunications money, once converted from PRS into virtual or e-money and PRS regulation can only apply to the initial PRS transaction.

2) Due diligence and risk assessment and control on clients (Q5-6)

Paras 3.1.3b of the Code and 6.2 of the Guidance place responsibility on Level 1 providers to assess the risk of promotion, marketing and content of services and to monitor advertising. While it is reasonable for Level 1 providers to make such an initial risk assessment including scrutiny of likely promotional material it is simply not feasible to monitor advertising output on a continuous basis. This may take a number of forms and feature in a variety of media and we seek an assurance that the expectations placed on Level 1 providers will not be unrealistic or impracticable. We accept, however, that Level 1 providers should document all checks placed on their clients in cases of alleged breaches.

We request that the Guidance takes a pragmatic and proportionate approach to the requirements on risk assessment and monitoring by recognising the different levels of risk associated with different service types and clients. The higher the risk, the higher the level of scrutiny demanded.

We also note that the Guidance lacks any advice on the action to take when problems are discovered. This will, however, be dealt with in AIME's own Best Practice document.

The Guidance also needs to acknowledge the discrepancy posed by the fact that when MNOs undertake due diligence on Level 1 providers, the latter's records will include the breach history of all their contracted parties under the pre-existing regime.

The Guidance also needs to recognise the different position for broadcasters – e.g. ITV, which is both a service provider (level 1) and broadcaster (level 2) and already operates third party verification down the value chain.

Q5 – In your view, would the current requirement for risk assessment and monitoring of Level 2 clients, contained within draft Guidance on 'Due diligence and risk assessment and control', be disproportionate to the level of risk involved? Please provide evidence of current practice in relation to identifying and controlling risk with direct clients.

See above.

Q6 – At present, the 'Due diligence' Guidance does not contain any requirement or recommendation to check passports of directors of prospective clients. Is it appropriate to recommend this in some form? If so, please provide any view you have as to what form.

No. Level 1 providers will already conduct a risk assessment and it would be absurd and excessive to demand the passports in all cases, particularly of global company directors, e.g. IBM, Nokia, but as per AIME Best Practice for L1s, it is sensible when conducting due diligence on L2s unknown to the L1, especially when from overseas.

3) Promotions and promotional material (including pricing information) (Q7)

We applaud abandonment of the mooted requirement to publish company addresses, PO Box numbers, etc.

We note that para 2.2.5 of the Code (referred to in para 4.1 of the Note) requires that pricing information 'in any medium' must be legible and visible. This is, however, clearly impossible for radio and other audio media and we would welcome common sense recognition in the Guidance that the Code should be interpreted not literally, but only insofar as technically feasible in this respect. Otherwise, radio promotions will be ruled out altogether. (We also note that 'principle' in the last sentence of para 4.1 should be read as 'principal'.)

On para 4.2 we must point out that there remain technical barriers to banning the use of GBP as the £ sign still does not work within the SMSCs of all mobile networks. AIME shares in principle the preference for the £ sign but believes that this should not be required where it is technically infeasible and would lead to consumer confusion. We note that the alternative of 'pounds' may be impractical because of limitations on the number of characters.

We also question the degree of public ignorance of the meaning of GBP and ask whether Pp+ has any research or other evidence on this matter. There is a case for consistency of approach across industry sectors so that PRS can operate on the same basis as other businesses using GBP, e.g. Travelex consumer foreign exchange. We accept, however, that different standards might apply to different consumer sectors, e.g. children

On para 4.3, AIME agrees that 50p/msg or 50p/min is clearer than 50ppm.

On para 4.4, we oppose on a point of principle inclusion of a statement that data charges may apply. This is an issue between mobile networks and their customers and conflating the issues of network charges and premium content places an unfair burden on the PRS industry. It is also in conflict with the thinking of Ofcom's NTS review and the separation of access charges from content charges.

On a pragmatic basis, however, we are content for this information to appear where space allows, or on the landing page where not possible in the promotion itself, as we acknowledge that it helps consumers avoid bill shock.

On para 4.5, we are opposed to the term 'network extras' as pricing information should reflect current language known to consumers and not introduce new wording without evidence of consumer literacy or before completion of the Ofcom NGCS review

In the Premium Rate Texts section we advocate limiting the information to total cost rather than number of messages.

Our general approach is that pricing information needs to be clear and appropriate for the intended audience, while terminology should reflect the limitations of different media and constraints of space, e.g. small ads, text services.

On the requirement that pricing information be prominent and proximate, we stress the need for a balanced approach between the two criteria. In our view, general prominence is more important and effective than narrow proximity. There are also contexts where absolute proximity of pricing information to PRS numbers would be absurd, e.g. every box on a double-page spread of dating ads, which would amount to hundreds of renditions of the same information that is better and more clearly imparted as a single prominent flash. Similarly, it would be clumsy to have to present pricing information against all twelve PRS numbers in a single astronomy column.

Rigid enforcement of the letter of the new Code provision would produce a flood of alleged breaches where there is no consumer harm and no indication that pricing is not perfectly clear. The test should be whether a reasonable consumer would be expected to appreciate the cost of participation from the information presented. Would it come to his or her attention by being noticed, read and understood?

To aid understanding of regulatory expectations it would be helpful for the Guidance to feature examples of presentations of pricing information that would be regarded as acceptable and unacceptable, with explanations as to why. AIME would be happy to assist this process by providing examples of its own Good Practice standards. To minimise confusion, it would also help if network codes and Payforit rules were consistent with Pp+ guidance.

Where WAP push is concerned, the Note should add that you need to click on a link to get to the website.

Para 4.15 should be deleted as the Guidance should cover achievement of compliance with the Code, not best practice.

On para 6.2, the prohibition of cross-promotion should be restricted to advertising adult services to children or people who do not already use other adult services and to taking advantage of people who are vulnerable. It should not be regarded as inappropriate, for example, to promote a football alert service to someone not interested in sport. No advertising is perfectly targeted.

Q7 – Should the section around free trial periods, contained within Guidance on ‘Promotions and promotional material’ be revised so that, if the consumer is clearly informed at the beginning of a trial period, then it is acceptable to charge without further opt-in as long as charging commences as soon as the free trial is over? Please provide any evidence you have.

If consumers have already been told the length of the free trial period there should be no need to re-send for further opt-in request. This simply follows the practice with other consumer products, e.g. LOVEFilm and subscriptions to magazines such as *Which?*. We note, however, that under Mobile Best Practice a confirmatory text of details is sent at the outset which the consumer may retain as a record or reminder.

4) Method of exit from a service (Q8)

Q8 – At present, Guidance does not recommend that providers take steps to be able to recognise a consumer’s intent to exit, even when they have not sent ‘STOP’ or another correct keyword. Should this be the case and, if yes, how might this be achieved?

STOP is now firmly established in mobile consumers’ vocabulary and this should remain the standard, undiluted method of exit.

The words ‘or any combination thereof’ should be added at the end of para 4.1.

On para 4.2, we do not agree that it is confusing for consumers to send STOP to a different shortcode. There are circumstances where it is costly for industry to do otherwise. All that matters is that the STOP destination shortcode is clear.

Para 4.3 should be deleted. Computers cannot be expected to interpret variations by consumers. Where customers have tried and failed to cancel a service for any reason it is a normal pragmatic business practice to make refunds.

The Guidance should refer to the MNO codes on STOP requirements, e.g. the advice to stop the last service on a shared shortcode.

Para 4.5 should be deleted as voice shortcodes and video do not support recurring charges.

In para 4.6, ‘alternative’ should be substituted for ‘other’ in line 3.

Section 5 should simply follow or refer to MNO rules.

5) Complaint-handling process

We support the Guidance and note that Level 2 providers outsource this function to Level 1 in many cases.

6) *Consumer refunds*

We endorse the general thrust of the Guidance as long as it makes clear that the provisions apply only to refunds required as a Tribunal sanction.

Para 3.2 should be deleted as Track 1 is an informal procedure and should not be subject to Guidance. AIME requests further discussion with Pp+ on this.

7) *The avoidance of undue delay*

We are concerned that the prohibition of long introductory messages should not impinge upon complex services that require careful and detailed instructions on how to take part before the consumer actively interacts, e.g. fantasy football.

We also point out that some services necessarily involve explicit delay in order to ensure that sufficient revenue has been earned before the service is provided. Examples are pay-for-product services and some PIN issue services. In both cases, consumers are actively warned not to terminate prematurely or they will not receive anything of value. Even if they are simply played music during this time, there is no consumer detriment as long as the terms have been clearly explained in the promotion, and preferably reinforced at the outset of the call. These rules can be reconsidered if AIME's case for higher-priced 090 tariffs is accepted by Ofcom.

The provision at para 3.19 that goods should be 'delivered promptly' represents regulatory creep as goods ordered in other ways, e.g. by credit card, are not subject to such a proviso. Stipulations that goods may take up to 21 or 28 days to arrive are commonplace in the wider mail order market and phone-paid services should not be disadvantaged in this way. Indeed, there may be special reasons why delivery has to be delayed, e.g. tickets for a concert may not even be printed until just before event, partly to deter the creation of a black market. Furthermore, tickets for a future event are of no use or benefit until the date in question so there is no imperative for prompt delivery. Overall, this area should be governed by the European Distance Selling Regulations, not discriminatory and artificial rules for PRS.

Section 5 should be deleted and coverage moved to the Note on live services

8) *Privacy and consent to charge*

Unlike the other Guidance Notes, we regret that this Note is unfit for purpose and needs a fundamental rethink, which we would be delighted to assist.

We would argue that the content needs to be divided into two separate Notes: 1) consent for marketing and 2) consent to charge. The former needs simply to restate or refer to the Privacy and Electronic Communications Regulations, including coverage of the soft opt-in. We accept, however, that six months is the appropriate maximum gap between last interaction and further contact, except in a few cases such as seasonal services or birthday alerts. For services such as chat, there needs to be a clear threshold between the continuation of a service after a lull and a fresh marketing message with all the provisions about FreeMsg, pricing, etc.

For charging for web content, MO is preferred where it works from user flow and conversion perspectives. If MO does not "work" then a user can be sent a free MT with a PIN, which is then entered into the website. The key thing is that the PIN is sent through an **independent** Level 1 provider so that there is an audit trail making it possible for Pp+ to confirm that the PIN was indeed sent to the user. If there is a consumer dispute about consent, Pp+ can ask the Level 1 provider when the PIN was sent, and then ask the Level 2 provider when the MSISDN and PIN were entered (two time stamps). The Level 1 PIN dispatch will of course need to fall between the two.

We see no reason why the party responsible for independent verification should have to be outside PRS value chain, e.g. it could be a Level 1 provider.

We contend that Payfort services should be exempt from any verification requirements.

Transactions need to be separated between one off and passive versus interactive (e.g. chat) as interactive web services billed by mobile have conversation logs. In interactive chat services, it is not defensible for a consumer to claim he did not consent to charges if he was clearly informed of the price and nature of the service, and then actively engaged with the service by sending chat messages.

9) The appropriate use of number ranges

We note that there are two para 4.3.

The final section in 4.3 requires correction in that the shortcode ranges quoted should read **71000 to 77999** and not **71000 to 78999**.

On para 4.4, it is important to add the word 'and' at the end of the second line.

10) The conduct of live services

We note that this detailed material is lifted from the 11th Code and needs to be redrafted as Guidance with specific reference to relevant Code provisions.

We also suggest that either this material should be added to the relevant parts of Service Specific Guidance or all the live service rules should be placed in this General Guidance. It is confusing to have them split.

In either case, the Note should recognise the position of consumers who have given positive auditable consent to continue a call beyond the £30 cap as permitted under the prior permission regime.

11) Lower-cost services (including 0871/2/3)

This Note is misnamed as it should cover only 087x controlled PRS as other low-cost services are beyond the remit of Pp+.

We would welcome an explanation of why international call routing services require prior permission as they cost only 3-5p/min.

Service Specific Guidance

1) Subscription services (Q9-10)

There is a need here to reinstate the initial free confirmation/subscription message. The L1 does not typically have visibility of promotions, but the L1 can see that the consumer has been sent confirmation of the basic T&Cs of a subscription service.

In para 3.1 the 'Clear opt-out information' needs to be restricted to the STOP command.

The Note (and other Guidance notes as appropriate) needs to refer to the exemptions for Payfort services and should continue to do so until the publication of the Ofcom review into Controlled PRS at which time the note can be updated if required.

In para 4.1, the reference to £20 spend reminders (which need to be expressed minus VAT) should reflect the fact that MNOs have some exemptions from monthly spends, e.g. football alerts and messages costing no more than 50p under para 5.7.5 of the 11th Code.

Q9 – Should Guidance on ‘Subscription services’ contain a recommendation to send an initiation message containing stipulated information, as per Paragraph 7.12.4 of the 11th Code? If not, why not?

Yes

Q10 – Should Guidance on ‘Subscription services’ be in line with requirements around text and font size contained in providers’ contractual obligations with Mobile Network Operators?

No. While we value consistency we would not wish to see Pp+ adopting such a prescriptive road.

2) Betting tipster services

Para 3.1 specifies that ads should state that all claims can be substantiated. While we agree that all claims should be true and capable of substantiation if challenged, we see no reason to state this in promotions. The provision should be redrafted along the following lines:

‘All claims in promotional material for betting tipster services should be not only true but capable of substantiation with supporting evidence.’

The example in brackets in para 3.2 is meaningless and should be removed as it adds nothing to the sense of the provision.

3) Competitions and other games with prizes

This is an example of where less is more. It is a complex and confusing area but this attempt to shed light on it carries serious dangers. We would much prefer a general warning about the need to abide by the Gambling Act and a cross-reference to guidance from the Gambling Commission rather than an attempt to interpret the legislation. Failing that, we would like to be involved in a further draft but make the following points in the meantime.

There is a major pitfall about the term ‘competitions’. In the final bullet point of the Quick Summary, this is used in the specific sense intended under the Gambling Act, whereas in para 1.2, just a few lines away, it is used in the generic sense of prize promotions as broadly defined under the 11th Code. Similarly, the use of and/or in para 1.4 misleadingly oversimplifies the true position.

Para 3.2 needs to recognise the restrictions of space-limited media, e.g. SMS, and the question of what needs to be in the SMS and what can be on a WAP or internet site, perhaps prescribed as being on the home page, visible without scrolling.

On a point of detail, the words ‘, if applicable,’ should be inserted between ‘should’ and ‘be’ in the first line of para 5.1.

Para 6.4 overlooks the fact that it is common for the same editorial competitions to run across newspaper titles in the same group, e.g. the Daily and Sunday Mirror. As long as this is stated, there is no consumer detriment. The provision should thus be prefaced by the words ‘Unless stated’.

To tie in with the legislation, the second sentence of the first bullet point of para 7.1 should state (with our insertion in bold):

‘To assess this, the provider must show **it had a reasonable expectation** that ...’

Similarly, para 7.2 should read:

‘The distinction between a free draw and a lottery is that no-one **is required to pay over and above the normal rate** to enter into a free draw. The route of entry will be deemed free if the participant does not have to pay any premium charge **for entering the competition** (e.g. entering...’

4) *Directory enquiry services*

No comment

5) *Employment, employment information and business opportunity services*

No comment

6) *Virtual chat services*

Para 3.1 requires an explanation of what constitutes ‘all reasonable steps’ to prevent under-age usage. Does this mean seeking age verification for every adult service on every keyword? If so, this is anti-commercial and obstructive to consumers as it destroys continuity. A mobile handset is a personal possession rather than a household asset and is almost always restricted to a single user. We are already pursuing this issue with Pp+ and look forward to a satisfactory and proportionate resolution – once a MSISDN is age-verified, no further age verification should be required.

In para 3.10, the words ‘adult in nature’ should be replaced by ‘sexual entertainment services’ as the 69, 79 or 89 shortcodes are restricted to the latter.

We take the opportunity here to repeat our view that there should be a stipulated maximum allowable period to distinguish between a lull in interaction and the need to send a new marketing message with pricing information, customer care number, etc rather than a fresh MT message.

We suggest that the Note might be improved by inclusion of sections on real chat, dating and third party verification.

7) *Quiz TV*

The Guidance should refer to other relevant provisions such as BCAP and the 2007 Call TV Services Review.

In the third bullet point of the Quick Summary, the draconian ‘practicably possible’ should be replaced by ‘reasonably practical’.

8) *Public information services*

This is another example of regulatory creep and restraint on trade. It attempts to saddle PRS with regulatory burdens unknown in other charging mechanisms. The Note should be withdrawn as any abuse in this area is fully covered by other provisions of the Code, relevant Guidance or consumer protection law.

9) Fundraising and other charitable promotions

We note that this Guidance supersedes the previous Industry Notice on Charity. It is an area where charities need more clarity about the fact that carriage charges should be covered by separate discrete fees and not deducted from donations.

To ensure clarity for the promotion of charitable donations the amendments to wording that we would like to see on this guidance note are as follows:

3.1. Providers should ensure that all promotional material used for fundraising clearly states the following:

- Total sum per premium rate donation which will be paid to the beneficiary. Where the amount varies between Network operators, we recommend that the minimum likely amount is used.
- Where the donation is passed through to the charity intact without any deductions for VAT or revenue share (admin fees charged separately are ignored for this guidance), then the promotion can carry the message that 100% of donations are passed through to the beneficiary.
- Promotions must also state;
 - The identity of the beneficiary, and;
 - Any restrictions of conditions attached to the contribution to be made to the beneficiary.
- We recommend the use of MNO issued charity shortcodes for donations

10) Children's services

No comment

11) Advice services

We suggest that the Note on live services be curtailed and relevant material transferred here.

Conclusion

We assure you that, as ever, our comments are made constructively and with the intent of achieving an effective, fair and proportional regulatory regime for Premium Interactive Media and Entertainment services in the UK.

If any clarification to our response is required or if we can be of any further assistance please contact Zoe Patterson at + 44 1273 685328 or zoe@aimelink.org

Statement of representation

AIME confirms that this response has been compiled following a process of distribution of the relevant Consultation documentation to all AIME members. A list of AIME members can be found at www.aimelink.org/home/members.aspx

The views expressed in this response are a fair representation of the views held by the participating AIME membership. Individual members are actively encouraged to submit their own independent views as they deem fit and at their sole discretion.

AIME also co-operates with other industry trade bodies and the Mobile Data Association (MDA) has expressed support for this consultation response of AIME.

AIME Background (www.aimelink.org)

AIME is a UK-based not-for-profit trade association that promotes excellence in the Interactive Media and Entertainment industry.

We uphold our Code of Ethics and Core Values to create an environment of consumer trust and industry confidence within which our members’ commerce can grow. We are committed to furthering the interests of Interactive Media and Entertainment through the regular exchange of information and communication throughout the value chain, effective engagement with regulators and legislators and the presentation of a successful industry image to media.

We are the only UK trade association with membership across all elements of the interactive media and entertainment value chain which is generally, though not exclusively, supported by Premium Rate Service (PRS) billing facilities. Our membership represents over 90% of annual UK PRS industry revenues, which stood at £0.80bn in 2010 and which, we believe, have the potential to increase to £1.5bn - £2.0bn per annum over the next three years. This assumes we have a healthy balance of self- and formal regulation and that industry is successful in continuing to build consumer trust.

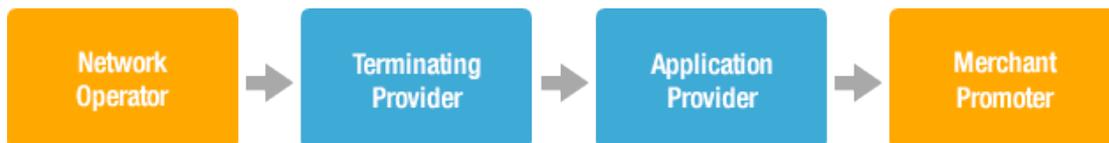
AIME encourages its members to focus on consumer care and to recognise that if there is to be sustainable growth there must be more investment in consumer contact and support as a part of building trust, whether it be dealing with enquiries or complaints. Recent research suggests that there is still a significant portion of the UK population that is reluctant to use premium rate services due to trust issues in the main. It is important that we work towards improving this situation and encourage more consumers to use premium rate services on a regular basis.

AIME promotes and abides by the philosophy that consumers who are accurately and openly informed of the nature, content and cost of participation in an interactive service experience are perfectly placed to exercise their freedom of choice and thereby enjoy the most effective form of consumer protection. It is against this background that we frame our comments in this consultation response.

Appendix 1

PRS Industry Value Chain & Descriptors

AIME believes the forthcoming PhonepayPlus (PP+)12th Code of Practice Review provides an opportunity to revisit the Interactive Media value chain and the terminology currently used by the regulators and has therefore suggested the following Industry Value Chain. AIME has adopted this terminology with communications to members and Industry regulators.



Single value chain descriptors.

There is functionally very little difference between the 090 TNO (Terminating Network Operator) and SMS billing TSP (Terminating Service Provider) – they both contract and connect with ONOs (Originating Network Operators), and provide billing services via premium numbers. One small difference is that SMS TSPs rent premium shortcodes from mobile operators, whereas TNOs are issued their own PRS numbers by Ofcom.

It is possible to have a single terminology and value chain descriptors for all forms of PRS if the following convention and terminology is used:

'NETWORK OPERATOR' (previous PP+ name ONO) This is the network who provides the telecommunications service to the consumer and this also applies to Virtual Network Operators.

'TERMINATING PROVIDER' (Previous PP+ names TNO *fixed line*, Service Provider *mobile*) The TP is the contracted party to the Network Operator, terminating PRS traffic, be it premium calls or premium SMS, MMS, shortcode voice and video. In the case of P-SMS and MMS, the TP will also be the point of injection of premium MT messages into the Network Operator. In Payforit the Payment Intermediary would be a Terminating Provider.

'APPLICATION PROVIDER' (Previous PP+ names Service Provider *fixed*, and not identified in mobile) The AP operates the PRS application platform on which the PRS service runs. An AP may have partners, resellers and agents, but the AP can be identified as the company contracting with the Terminating Provider.

'MERCHANT PROMOTER' (Previous PP+ name Information Provider) This is the party that promotes to and contracts with the end consumer. The term 'merchant promoter' is used, rather than 'service promoter' as it better reflects the responsibilities of a merchant in consumer law, and describes next-generation services such as application stores. Unique to PRS in broadcast, it is suggested that 'Merchant Promoter' is replaced by 'Broadcaster'. The Merchant Promoter can have an ecosystem of its own, comprising content providers, content aggregators, games developers, media partners, and affiliate advertisers. These are outside of the scope of PRS regulation, and therefore this paper.