

TRIBUNAL DECISION

Thursday 18 September 2009 TRIBUNAL SITTING No. 36 / CASE 2
CASE REFERENCE: 810255/AC

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| Service provider: | 2 Ergo Limited, Manchester |
| Information provider: | Expanding Vision Limited, Lancaster |
| Type of service: | Subscription web-to-mobile text offer. |
| Service title: | UTEXT |
| Service number: | 85066 |
| Cost: | £3 per week |
| Network operator: | All Mobile Network Operators |
| Number of complainants: | 200 |

THIS CASE WAS BROUGHT AGAINST THE SERVICE PROVIDER UNDER PARAGRAPH 8.5 OF THE CODE

BACKGROUND

The PhonepayPlus Executive (the 'Executive') received 200 complaints in relation to a web-to-mobile subscription service operating on shortcode 85066. The service was promoted through text message marketing and offered the recipient 1,000 (web-to-mobile) text messages in exchange for a subscription fee of £3 per week. Following more than 300 checks on the PhonepayPlus Number Checker on the weekend of 11/12 July 2009, PhonepayPlus took immediate action and initially sought to implement its Emergency Procedure. Following discussions between PhonepayPlus and the Service Provider, it was agreed that the Service Provider would immediately cease marketing of the service and unsubscribe those consumers who had received promotional text messages which contained a line gap within the text. As a result of the action taken by the Service Provider, the investigation was pursued under the Standard Procedure.

(i) The Service

This service provided the consumer with 1,000 (web-to-mobile) texts each week in exchange for the consumer's £3 per week paid entry into a subscription service.

Once the consumers responded to the marketing message, they received four text messages. These messages (transcribed below) arrived in varying orders – sometimes a free one arrived first, and sometimes a charged one arrived first. They appeared to arrive simultaneously. That is, they all arrived within the same minute:

A free message:

"FreeMsg: U have joined UTEXT for £3.00/wk – up to 1000 loyalty bonus texts each full month of membership. Txt STOP to 85066 to cancel. Help? 08445796350"

A £1.50 charged message:

"UTEXT R Gr8! U can also get 500 Bonus txts str8 away! Just text INVITE + a friends mob no to 85066. If they sign up we'll give u 500 more texts AT NO XTRA COST!"

A £1.50 charged message:

“Lucky u! Yr also in this month?s UTEXT Prize Draw to win £1,000! Go to www.utext.tv and enter yr password SATISFYING to complete your UTEXT registration!”

A free message:

“FreeMsg: Stay tuned to UTEXT! Each month u can get up to 1000 FREE BONUS loyalty texts! Beats any bundle deal hands down! U will get yr 1st freebies in week 4!”

Following this, the consumer would continue to receive two messages per week charged at £1.50 per message until they sent ‘STOP’ to the shortcode.

(ii) The Investigation

The Executive initially conducted this matter as an Emergency Procedure in accordance with paragraph 8.6 of the Code, however following discussions between PhonepayPlus and the Service Provider, it was agreed that the Service Provider would immediately cease marketing of the service and unsubscribe those consumers who had received promotional text messages containing a line gap within the text. As a result of the action taken by the Service Provider, the investigation was pursued under the Standard Procedure in accordance with paragraph 8.5 of the Code.

The Executive sent a breach letter dated 17 July 2009 to the Service Provider raising potential breaches of paragraphs 5.2, 5.4.1a, 5.8 and 7.12.3a of the PhonepayPlus Code of Practice (11th Edition Amended April 2008) (‘the Code’). A formal response was received from the Service Provider on 31 July 2009, including signed Information Provider undertaking forms. The Executive sent an addendum to the breach letter on 4 August 2009 raising a potential breach of paragraph 7.12.4a-f of the Code and confirming that the Information Provider pass-through had been refused. The Service Provider responded to the addendum to the breach letter on the 7 August 2009.

The Tribunal made a decision on the breaches raised by the Executive on 18 September 2009 having heard informal representations from the Service Provider.

SUBMISSIONS AND CONCLUSIONS

ALLEGED BREACH ONE LEGALITY (Paragraph 5.2)

‘Services and promotional material must comply with the law. They must not contain anything which is in breach of the law, nor omit anything which the law requires. Services and promotional material must not facilitate or encourage anything which is in any way unlawful.’

1. The Executive submitted that under Section 22 of the Privacy and Electronic Communications (EC Directive) Regulations 2003 (‘the Regulations’), it is an offence to send unsolicited promotions using electronic mail (including text messages) for direct marketing purposes, either where the recipient has not specifically consented to receiving such unsolicited promotions or where the recipients details were not obtained whilst purchasing a similar or related product or service to that being promoted.

The Executive made reference to the proportionately large number of consumer complaints it had received in relation to the above service, the majority of which stated that marketing text messages were unsolicited.

The Executive also submitted that, in addition to the complainant testimonies, promotional text messages from the Information Provider had been received by three members of the PhonepayPlus staff (including an Investigator's monitoring handset during the course of monitoring the service). The three recipients of these promotional text messages within PhonepayPlus provided verbal assurances that they had not solicited such texts in any way.

2. The Service Provider referred the Executive to the response from the Information Provider. It stated that the Information Provider had provided a substantial document in response to the breach letter which it had summarised in its response. The Service Provider summarised the Information Provider's response as follows:

The Information Provider refuted the allegation of a breach of 5.2 and had provided an opt-in summary document which stated '*...clearly demonstrates that all the relevant MSISDNs had in fact opted in to receive these promotions, in accordance with the requirements set out in the Privacy and Electronic Communications (EC Directive) Regulations 2003.*' This document was supported by the Information Provider's account of how it believed it had adhered to the Information Commissioner's Office (ICO) guidelines.

The Service Provider stated that, following the response from the Information Provider, the Executive had asked the Service Provider to comment on two text messages received by the mobile phone numbers belonging to members of staff at PhonepayPlus. The Service Provider stated the following:

1. MSISDN: Member of the PhonepayPlus' staff mobile phone number

The above MSISDN opted in to receive marketing messages in 2007. Call log history shows the following marketing activity:

29/09/2007 23:33 – Consumer requested and was sent a link to a mobile content portal

06/10/2007 20:39 – Consumer was sent a reminder link to the same portal

19/03/2008 13:00 – Consumer sent a promotional message for mobile content

18/05/2008 17:07 – Consumer sent a promotional message for web2mobile text credits

01/06/2008 15:22 - Consumer sent a promotional message for web2mobile text credits

26/01/2009 16:56 - Consumer sent a promotional message for mobile content

11/07/2009 15:36 - Consumer sent a promotional message for web2mobile text credits (Utext)

2. MSISDN: Head of Legal's mobile phone number

It was stated that the above MSISDN was entered into a web form on 04/04/2009 expressing an interest in the sale of mobile content services, thereby satisfying the requirements for soft opt-in to receive marketing messages for similar products. On 11th July 2009 at 16:57 the consumer was sent one promotional message for web2mobile text credits. No other logs for this MSISDN are showing on our platform, including any STOP request.

The Service Provider stated that in each of the above cases the consumer was provided with an opportunity to opt out of future marketing by texting 'STOP' to the relevant shortcode. The call log history showed that no 'STOP' command had ever been received from this particular mobile phone number.

The Service Provider stated that the mobile phone number was originally acquired by its client (the Information Provider) via a third party. It stated that the company from whom the data was acquired went into liquidation in June 2009. However, the Information Provider had confirmed that the data acquisition process included written confirmation of hard opt-in by consumers to receive text marketing for mobile products and services in general. The Service Provider also stated that the Information Provider was provided with message logs covering the first two marketing text messages in the above series, along with confirmation that no 'STOP' text message had been received in response to those text messages. The remaining five promotional text messages related to the Information Provider's services, and the Service Provider reiterated that no 'STOP' command text message has been received in response to any of these text messages.

The Service Provider stated that it had checked the veracity of the information provided by the Information Provider, to the furthest extent possible, and was satisfied with the responses received.

The Service Provider stated that the Executive had informed it of what it considered relevant to put before the Code Compliance Panel, in accordance with agreed process between the Executive and Sean Ryan of 2 Ergo Limited.

In response to this, the Service Provider sent a further response to the Executive concerning specific mobile phone numbers, to which it attached a screenshot of the website through which they stated that one of the mobile phone numbers had opted-in to receiving marketing text messages.

The Service Provider made reference to the ICO Guidance for Marketers, on which the Information Provider had been reliant as has previously been confirmed both to the PhonepayPlus Executive and, indeed, to the Code Compliance Panel. The Service Provider quoted the following extract:

“Does the phrase ‘for the time being’ mean consent only lasts a finite period of time?”

Many of the Regulations refer to consent being given ‘for the time being’. We do not interpret the phrase ‘for the time being’ as meaning that consent must inevitably lapse after a certain period. However, it will remain valid until there is good reason to consider it is no longer valid, for example, where it has been specifically withdrawn or it is otherwise clear that the recipient no longer wants to receive such messages. The initial consent will remain valid where there are good grounds for believing that the recipient remains happy to receive the marketing communications in question”

The Service Provider stated that it was of the opinion that it was clear from the ICO Guidelines that the requirements of the Regulations had been met in relation to the PhonepayPlus member of staff's mobile phone number, and that consent did not lapse after a specific time period of, for example, six months. The Service Provider stated that, in short, the Executive's submissions in relation to the application of case precedent very clearly contradicted the ICO's guidelines.

The Service Provider quoted Sections 3.33, 3.34, 3.35, 3.36, 3.37, 3.38 and 3.39 of the PhonepayPlus Mobile Services Review dated 22nd January 2009 in relation to the specific question of how PhonepayPlus had proposed to interpret the Regulations.

The Service Provider stated that taking the above into it found that the comments made by the Executive to the Service Provider in an email of 3 September 2009 stating that *"The Mobile Review merely reinforces and entrenches past precedent"* were disingenuous. It stated that the Mobile Review referred to an 'intention' to set a time limit of six months, together with a proposal to discuss the matter further with stakeholders, and ultimately to draft a Help Note jointly with the ICO.

The Service Provider stated that no Help Note had since been drafted and published which would supersede the current ICO guidance and, in its absence, it would be wholly unreasonable for either the Executive or the Code Compliance Panel to expect information providers to do anything other than comply with the legal guidance as it currently stands, which this Information Provider has most assuredly done with respect to the PhonepayPlus member of staff's mobile phone number.

The Service Provider reiterated that it had asked the Executive to contact this consumer with a request for the Service Provider to liaise directly with him or her, and that the Executive had refused to adhere to this sensible and reasonable request. It stated that, taken in conjunction with its earlier comments regarding the circumstances surrounding the Executive's request, it therefore remained suspicious as to the origins of this alleged complaint and, in light of its serious concerns, it intended to pursue the matter by means of a separate process.

MSISDN: Head of Legal's mobile phone number

The Service Provider made reference to the Executive's email of 3 September 2009 stating that it read as follows:

"In regard to the Head of Legal's mobile phone number [sic]. The owner of this number, who is a senior member of staff at PhonepayPlus (Head of Legal), expressly denies ever entering his number into a 'web form'. Your statement will be provided to the tribunal and a statement from the individual expressly denying this will also be submitted. You have the opportunity before tribunal to provide the exact 'web form' into which this MSISDN was entered".

The Service Provider stated that three screenshots had been attached to the email and were taken from the web-based registration process for a mobile content service, which was the source of the above mobile phone number on its database. The Service Provider stated that there was either a two- or three- step registration process, the first of which involved an entry of the relevant mobile phone number, confirmation of agreement to future marketing via a checkbox, and a submit or 'go' button.

The Service Provider stated that, if the consumer entered their mobile number and clicked 'go' without ticking the opt-in checkbox, they were reminded to do so. Once the checkbox had been ticked, the consumer was presented with a screen inviting them to text 'OK' to a shortcode.

It stated that, in relation to the above mobile phone number, it appeared that the consumer had entered his mobile number and ticked the opt-in checkbox, but it had not then received a user text message from that mobile phone number and the number was therefore not subscribed to this service, but had opted into receive

future marketing. The Service Provider stated that this may have happened because the consumer decided, once invited to send a text message from their handset, that he or she did not want to proceed with the service. Alternatively, it may have been because the consumer decided, as they were about to be billed, that he would trigger the service from another mobile handset. Or, it may have been because the consumer simply entered the wrong mobile phone number at step one, but then went on to subscribe to the service via their own mobile phone handset by sending the trigger keyword to the shortcode and would not, in fact, have been aware of the error made at step one thereafter.

The Service Provider stated that it was not for it to speculate on which one of these scenarios occurred in general, although experience confirmed that all three scenarios had occurred in the past. The latter would seem to be the likeliest explanation in relation to the Head of Legal at PhonepayPlus.

The Service Provider stated it was extremely concerned with regard to the Executive's confirmation that this mobile phone number actually belonged to the Head of Legal at PhonepayPlus. It stated that it regarded the scenario that it had inadvertently been involved with the delivery of a promotional text message, relating to a premium rate service to the Head of Legal for PhonepayPlus as an extraordinarily unlikely occurrence.

Furthermore, the Service Provider stated that for this to have happened more than once in relation to handsets belonging to PhonepayPlus was extremely suspicious.

3. The Tribunal considered the evidence and concluded that it was satisfied that, on the balance of probabilities taking into account the evidence provided by complainants and the consumer testimonials, including the account given by members of staff at PhonepayPlus, together with the absence of any credible evidence from the Service Provider of valid opt-ins, the text messages received had been unsolicited. The tribunal upheld a breach of paragraph 5.2 of the Code.

Decision: UPHELD

ALLEGED BREACH TWO

FAIRNESS (MISLEADING) (Paragraph 5.4.1a)

'Services and promotional material must not mislead, or be likely to mislead, in any way.'

1. The Executive submitted that a gap appeared in the received promotional text message at the place before pricing and identity information was provided. It made reference to an example text message that read as follows:

*"FreeMsg: Utext! Our new SMS service, get 1000 SMS per week. Text YES to 85066
[2 line gap]*

Join Utext web2mob SMS for £3/week EVisn 08445796350 To leave text STOP to 85066"

The Executive submitted that, as a result of this gap, a user may (depending on the type of handset they owned) have had to scroll down the page to see the second line of information. It submitted that a number of users had implied or expressed that, as a result of not clearly seeing the information on the second line and consequently not having sight of pricing or identity details, they considered the text message was from

their network and that the offer was a network offer. The Executive made reference to complainant testimonies in assertion of its submission.

The Executive submitted that consumers were misled into believing that the text message has been sent from their network operator as a promotional text message and had responded accordingly.

2. The Service Provider referred the Executive to the response from the Information Provider in question. It stated that the Information Provider had provided a substantial document in response to the breach letter which it had summarised in its response. The Executive summarised the Information Provider's response as follows:
 - The Information Provider submitted that the overwhelming majority of consumers were clear that the service was not one offered to them by their network operator. The Information Provider had provided figures suggesting that the Service Provider's figures implied that only a small fraction of the total consumers who received promotional text messages say that they were misled.
 - The Information Provider stated that 2,824 consumers were subscribed to the service as a result of receiving a text message with a gap in it, of which 1,639 subscribers were removed, the remainder of whom had removed themselves.
 - The Information Provider stated that the web2sms messages were not withdrawn from consumers despite them opting out of the service.
 - The Information Provider had provided screenshots showing mobile handsets where the text message was displayed in full, despite the gap in the text message being present.
 - Reference has been made to previous Executive comments concerning the message gap, where an Executive stated, "*The Executive states that no breach is raised in relation to the wording of the third message.*" The Information Provider suggested that the Executive was now contradicting its previous assertions.
 - The Information Provider stated that the majority of users were fully accustomed to the occasional requirement to scroll through part of a text message.
 - The Information Provider submitted that the gap was as a result of a technical error resulting from the inclusion of the text, '!!' to the message '*Text YES to 85066!!!*'. According to the Information Provider, this extra text was added in order to, '*add emphasis to the key sales messages within some promotions*'. It was further submitted by the Information Provider that this extra text may have been unintentionally read by 'destination software' as codified instruction to include two spaces in the text message.
3. The Tribunal considered the evidence and concluded that some users did have small screens on their handsets and the gap in the promotional text message had exacerbated the problem, as users were unaware that they had to scroll down to read the rest of the text message, and therefore that some consumers had been misled. The Tribunal also found that, even when the whole text message was visible, it was still misleading as the gap gave the appearance that the second part of the text message related to a separate and different service. The Tribunal upheld a breach of paragraph 5.4.1a of the Code.

Decision: UPHELD

**ALLEGED BREACH THREE
CONTACT INFORMATION (Paragraph 5.8)**

'For any promotion, the identity and contact details in the UK of either the service provider or information provider, where not otherwise obvious, must be clearly stated. The customer service phone number required in paragraph 3.3.5 must also be clearly stated unless reasonable steps have previously been taken to bring it to the attention of the user or it is otherwise obvious and easily available to the user.'

1. The Executive submitted that the identity, contact details and the customer service number were not clearly stated because the consumer in many cases had to scroll down the text message to be able to see this information.
2. The Service Provider referred the Executive to the response from the Information Provider that reiterated the points made in regard to the alleged breach of paragraph 5.4.1a of the Code.
3. The Tribunal considered the evidence and concluded that, on the basis that some consumers had smaller screens, the gap had exacerbated the problem and, in those cases, the contact information was not clearly stated as it was not visible. The Tribunal also found that consumers were led to believe that the first part of the text message was sent in its entirety and, as such, the contact information was not clearly stated. The Tribunal upheld a breach of paragraph 5.8 of the Code.

Decision: UPHELD

**ALLEGED BREACH FOUR
SUBSCRIPTION INITIATION (Paragraph 7.12.4a-f)**

Users must be sent a free initial subscription message containing the following information before receiving the premium rate service

- a. name of service
 - b. confirmation that the service is subscription-based
 - c. what the billing period is (e.g. per day, per week or per month) or, if there is no applicable billing period, the frequency of messages being sent.
 - d. the charges for the service and how they will or can arise,
 - e. how to leave the service
 - f. service provider contact details
1. Ground 1

The Executive submitted that it had established a number of occasions where a charged text message was the first text message the user had received, following the user's initiation text message. The Executive made reference to the call log extracts that demonstrated that the first text message was not a free text message as required by the Code.

Ground 2

The Executive submitted that, where the free subscription text message had been received prior to the charged text message, the charged text message followed so soon after the free text message as to render the free text message of little or no value. The Executive made reference to the call logs that demonstrated examples

of charged message being received in a matter of seconds following the receipt of the free subscription text message. The Executive submitted that such limited time provision did not allow for a user to make a decision and to act on that decision before being charged by the following text message. The Executive submitted that it followed that the information contained in the free subscription text message was rendered immaterial, as though the text message had not been received at all.

2. The Service Provider made reference to the Information Provider's responses and stated that the text messages were sent from its text message gateway for delivery to the handset in the order 'free message first followed by billed message(s) second'. It stated that the text messages were not displayed in the message logs in any particular order and that the timestamp is the same. The Information Provider stated that Ground 1 of the Executive's submissions was therefore null and void.

The Information Provider stated that the wording of Paragraph 7.12.4 of the Code was neither clear to the level of detail warranted by the Executive's submission, nor did it square with the Executive's interpretation of its purpose. The Information Provider stated that it was commonly understood within the industry that the point of this paragraph was to provide the consumer with confirmed details, early in the lifecycle of the service, regarding how to stop, who the service was from, etc. and was not as an opportunity for the consumer to stop the service prior to any initial PSMS messaging being delivered. The Information Provider made reference to the Executive's comment that "*Such limited time provision does not allow for any user to make a decision and to act on that decision before being charged by the following message*" clearly indicated that the Executive's view of the primary purpose of the free subscription initiation text message was effectively to give the consumer some kind of two-step subscription sign-up process i.e. 'do you want to join the service?' 'yes please' 'are you sure you want to join the service?' 'no thanks'.

The Information Provider made reference to the PhonepayPlus Mobile Services Review, Section 5, and stated: "*Subscriptions and Joining Fees*" *the whole question of subscription sign-up was considered in detail, and specifically the concept of a 1 hour cooling off period between the free message and the billed message was considered and in fact discounted as follows: "Option b) was discounted on the grounds that whilst it would give consumers time to consider an initiation message, it would not guarantee they had read and understood it before charged content was sent to their mobile handset. In addition we did not feel most consumers would wish to wait for an hour or more to receive content, due to the instant gratification nature of most phone-paid services."*

The Information Provider stated that the Executive's submission to the effect that this time delay, or its equivalent, is what is currently required was completely erroneous, and this had been confirmed by PhonepayPlus. It stated that the PhonepayPlus Mobile Services Review corroborated the industry's interpretation of the intention of paragraph 7.12.4 of the Code, namely that of confirming the key information to the consumer only.

The Information Provider stated that the Review document required a much clearer two-step sign-up process, in the form of a 'positive - positive' requirement, than the frankly unworkable 'positive - absence-of-a-negative' which the Executive erroneously proposes as being the intention behind Paragraph 7.12.4 at present, for specific services (those where the consumer is charged more than £4.50 in any given week). If at any point the Code is amended in line with the Review recommendations,

the Information Provider will of course adhere to the changes but, until that time, the sign-up process is self-evidently completed prior to delivery of either a free subscription text message or a billing text message, rendering the Executive's submissions entirely irrelevant to the current wording of paragraph 7.12.4 of the Code..

The Information Provider stated that its continuous monitoring of similar services on the market showed that all subscription flows follow a similar path (i.e. the free initial confirmation text messages and billed text messages are delivered to handsets almost concurrently, and no discernible or meaningful gap in time is experienced by the consumer). During previous investigations, logs have been provided to the Executive showing similar text message flows and not once had this been highlighted as a potential issue. The Information Provider stated that, regardless of the order in which providers send out a concurrent batch of messages of this nature from the SMS message gateway, via the networks, for delivery to a specific handset (i.e. send a, send b, send c), the relevant SMSC technology does not, and cannot, guarantee that the despatched text messages will arrive on the destination handset in exactly that order. Even a significant scheduled time delay (for example, of one hour) will not guarantee this, which indeed supports the Review's conclusions in terms of the way forward.

3. The Tribunal considered the evidence and concluded in relation to Ground 1, and based on the evidence provided by the Executive, the first text message that complainants had received had not been an initial subscription text message as required by the Code. In relation to Ground 2, the Tribunal found that the charged text message confirming the information about the service did have merit and had not been rendered valueless by virtue of the fact that it had arrived soon after the first free text message. The Tribunal upheld a breach of paragraph 7.12.4a-f of the Code in relation to Ground 1, but not in relation to Ground 2.

Decision: UPHELD on Ground 1

ALLEGED BREACH FIVE SUBSCRIPTION PROMOTION (Paragraph 7.12.3a)

"Promotional material must:

- a clearly indicate that the service is subscription-based. This information should be prominent and plainly visible and/or audible to consumers,*

1. The Executive submitted that the promotional text message did not clearly indicate that the service was subscription-based because the user in many cases had to scroll down the page to see the relevant information. The Executive submitted that the information which the consumer may be able to use to work out the subscription element was not sufficiently prominent.
2. The Service Provider made reference to the Executive's submissions that read: "The Executive submits that the promotional message does not clearly indicate that the service is subscription based because the user in many cases has to scroll down the page to see the relevant information".

The Service Provider made reference to the points it made in relation to paragraph 5.8 of the Code, and to the detailed arguments and evidence it provided in relation to paragraph 5.4.1a of the Code.

3. As a result of an administrative error, the Tribunal was not presented with the Executive's and Service Provider's submissions and evidence in relation to the alleged breach of paragraph 7.12.3a of the Code in advance of the informal representations made by the Service Provider. The Tribunal therefore did not consider it fair or appropriate to adjudicate on the breach, and thereby decided not to adjudicate on the alleged breach of paragraph 7.12.3a of the Code.

Decision: NOT ADJUDICATED

SANCTIONS

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

In determining the sanctions appropriate for the case, the Tribunal took into account the following aggravating factors:

- There was material consumer harm when taking into account the number of complaints and the number of text message recipients.
- Concealed subscription services have been singled out for criticism by PhonepayPlus.
- The Service Provider failed to stop the service when so required. The Service Provider's initial response had been aggravating. The Tribunal expressed disappointment that, in light of the alleged breaches, the Service Provider had not taken more urgent steps to remedy the alleged breaches; it did, however, note the Service Provider's later co-operation.
- The Service Provider's breach history.

In mitigation, the Tribunal noted the following factors:

- The Service Provider appeared to have provided refunds to users.

Having taken into account the aggravating and mitigating factors, the Tribunal concluded that the seriousness of the case should be regarded overall as **serious**.

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

- Formal Reprimand;
- A £80,000 fine (comprising £60,000 in respect of the upheld breaches and a breach history uplift of £20,000);
- A bar for six months on all web-to-mobile services and related promotional material, suspended for a period of 12 months within which time the Service Provider must not be found in breach of the Code in relation to any web-to-mobile services operating on any of its shortcodes. If the Service Provider is found to be in breach of the Code within this period in relation to such services, the six-month bar will take effect immediately and will be concurrent to any sanctions imposed by a Tribunal for any Code breaches found by it;
- Claims for refunds are expected to continue being paid by the Service Provider for the full amount spent by complainants, except where there is good cause to believe that such claims are not valid.