

THE CODE COMPLIANCE PANEL OF PHONEPAYPLUS TRIBUNAL DECISION

Thursday 13 May 2010

TRIBUNAL SITTING No. 53/ CASE 1

CASE REFERENCE: 831617

Service provider:	Ericsson Internet Payment Exchange AB, Sweden
Information provider:	Nextcard Consultores e Services Lda (trading as Nextcard Limited)
Type of service:	Computer software download service
Title:	Various
Service numbers:	60059 and 60440
Cost:	£4 per SMS, one SMS per download
Network operator:	All Mobile Network Operators
Number of complainants:	172

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

BACKGROUND

On 22 January 2010, PhonepayPlus received correspondence from the Service Provider regarding the operation of a service operated by its client Information Provider, Nextcard Consultores e Services Lda, trading as Nextcard Limited ('Nextcard'). The correspondence made reference to a website and explained that, due to technical problems, consumers who had downloaded the free software known as 'WinRAR' from its chargeable service between 17 September 2009 and 17 January 2010 had done so without being charged. Those consumers should have been billed for the service via a premium rate text message.

Between 26 and 28 January 2010, Nextcard issued reverse-billed text messages to those consumers who had not been billed to obtain payment for the service that had been provided. The Executive received 172 complaints from the general public from 26 January 2010 onwards.

The Executive received evidence suggesting that this service was associated with 96 separate free software download websites and was concerned that the promotion of the service failed to adequately explain the nature of the service. It was also concerned with the charges associated with the download service of software, which was otherwise available free of charge, and the lack of contact details.

The Service

The Executive provided a description of the service mechanic and consumer experience according to its monitoring and consumer complaints:

1. The consumer seeks product type by using an internet-based search engine or finds a Google Advertisement along with the search results.

2. There were a number of websites, each advertising and devoted to a particular product (i.e. free software such as 'WinRAR', 'Flash Player' and 'MSN Messenger'). The product was labelled 'free' in the advertisements and on the website tab bar at the top of the website homepage (Appendix A).
3. The consumer clicked a large colourful icon labelled 'Download' on the website homepage. A pop-up would appear with instructions entitled "Download through SMS!" At this point, consumers were invited to send the keyword 'CD' to shortcode 60059 to obtain a unique code that would enable a website download. There was also the opportunity to click a web link labelled 'Download' (Appendix B).
4. On clicking this icon, a License Agreement window containing terms and conditions would appear as a pop-up to which the consumer could click 'I Agree' (Appendix C).
5. This step would be followed by a code entry window instructing consumers to send the keyword 'CD' to shortcode 60059.
6. If a consumer sent a user message with the keyword, he or she would then receive a service text message. This text message was charged at £4 and contained a unique code. The Executive noted that it was this part of the process that had suffered a technical problem, namely the service messages containing the keyword had not been charged in the period 17 September 2009 to 17 January 2010.
7. The consumer entered the code into the entry window on the relevant website and then had the option to click on 'Install'. The '.exe' software product file was then downloaded to the consumer's computer.

During the course of the Executive's investigation, it appeared that the Service Provider's client, Nextcard (the Information Provider), had provided the platform for the premium rate service. Furthermore, it appeared that Nextcard had worked in partnership with a company situated in Panama known as Marbore Capital Inc, which traded as 'Marbore Innovations' and which created the service offering.

Monitoring

The service was brought to the regulator's attention via correspondence between the representative of the Service Provider and an Industry Support Executive on 22 January 2010. This correspondence described the service as being based around one website offering the 'WinRAR' freeware with the following web address: 'winrar.org/uk'. A link was provided to the Executive and this was referred to by the Investigations team on 28 and 29 January 2010 after complaints began to be received. During the course of the investigation and the receipt of further complaints, the Executive established that there was a number of other websites in each case offering a specific software program. The Executive stated that these other websites had not been available for review.

The Executive stated that all supply points for software products charged for by Nextcard based on UK internet servers were made inactive by the Information Provider following complaints from consumers that they had incurred a charge via a PSMS delivered between 26 and 29 January 2010. The Executive stated that its attempts to review the other websites listed in correspondence from Ericsson IPX dated 12 February 2010 had failed due to the websites being inactive during the course of the Executive's monitoring. The Executive stated that other potentially

relevant website domains associated with this service on shortcode 60059 had remained active and available for review, including sites on internet servers in relation to the Netherlands.

The Executive stated that it could only comment on supply points relating to the 'WinRAR' product and a 'Flash Player' product, and that website monitoring inspections had occurred outside of the relevant period 17 September 2009 to 17 January 2010.

The Investigation

The Executive conducted this matter as a Standard Procedure investigation in accordance with paragraph 8.5 of the Code.

The Executive received a phone call from the representatives of the Service Provider in the week beginning 18 January 2010, setting out a technical fault, and provided further details on 22 January 2010 by email. Following the Executive's monitoring, it issued a breach letter to the Service Provider dated 29 March 2010. The Executive received a response to the breaches raised in the letter on 9 April 2010, with additional information being supplied on 16 April 2010.

The Tribunal made a decision on the alleged breaches raised by the Executive on 13 May 2010, having heard an Informal Representation from both the Service Provider and its representative.

During the Informal Representation, the Service Provider's representative stated that it accepted that there had been breaches of the Code, but argued that they should be understood in context. It also confirmed that the website format had been similar for each of the freeware downloads on offer.

SUBMISSIONS AND CONCLUSIONS

ALLEGED BREACH ONE

FAIRNESS (MISLEADING) (Paragraph 5.4.1a)

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

1. The Executive considered the service to be in breach of paragraph 5.4.1a on the following grounds:

Ground 1

The Executive submitted that the means of promotion of this service had been focused on the software product download. It submitted that the product was 'freeware', as acknowledged by the Service Provider and the Information Provider during the preliminary investigation. It submitted that the promotion of the service, including the internet search engine results and the invitation to consumers to text the keyword 'CD' to shortcode 60059, was likely to have misled consumers into using the service. It submitted that the service information had been neither clear nor prominent within the promotional material and the website had been structured around the 'Download' icon (Appendix A) that acted as a call to action in conjunction with the other web links associated with the download process.

Telephone and email support

The Executive submitted that the service information (supplied by the Information Provider during the course of the investigation) outlined telephone and email support in relation to the charged service. However, this had not been advertised either clearly or prominently on the homepage (Appendix A), or in the pop-up instructions window (Appendix B). This information was mentioned in small print within the service description as 'Customer Support' without clearly advertising the contact telephone number or the email details. The Executive submitted that the details could be found in the small print terms and conditions in the pop-up instructions window; however, it was of the opinion that this had not been a prominent aspect of the service description. The Executive submitted that the Information Provider had identified the telephone and email support as a key aspect of the service; however, only three people had staffed the advertised helpline and it was of the opinion that this was insufficient in light of the service text messages sent in late January 2010. The Executive submitted that the terms and conditions in relation to 'Technical Support' had stated contradictory information about the type of support offered by 'Marbore'. It submitted that paragraph 5.2 of the Information Provider's terms and conditions stated that the Information Provider '*under no circumstances shall offer help on the software being downloaded*'. The Executive submitted that it was of the opinion that this aspect of the service had not been adequately maintained by the Information Provider and was neither clearly, nor prominently, promoted on the website.

Virus-, trojan- and worm-free

The Executive submitted that this aspect of the service had not been advertised anywhere on the homepage of the website (Appendix A), or on the pop-up instructions window (Appendix B). It submitted that the Information Provider had indicated that this was a key reason for levying a charge from consumers, yet consumers were not informed clearly and prominently of this reason. It also submitted that it was of the opinion that there was insufficient evidence available to the Information Provider relating to the source of the downloads and that the Information Provider could not support its guarantee that the products were virus-, trojan- or worm-free. It submitted that this aspect of the service was neither clearly, nor prominently, promoted on the website and the information that was presented was likely to have misled consumers into the reason for the charge.

Higher download speed

The Executive submitted that this aspect of the service was not mentioned on the homepage. It submitted that, although it was mentioned in small print within the service description on the pop-up instructions window as 'faster download speed', there was insufficient evidence to support the Information Provider's claim. The Executive submitted that the download products in question were common freeware and were easily downloaded from various internet-based providers at no charge. It submitted that this aspect of the service was neither clearly, nor prominently, promoted on the website and that the information that had been presented was likely to have misled the consumer into thinking that the download speeds were faster and that this had warranted a charge.

Newsletters

The Executive submitted that this aspect of the service was advertised within the pop-up instructions window in small print. It submitted that the Information Provider had explained that this aspect of the service had been advertised in

error and that, although there were proposals for such additional information to be made available by email, they were not to be implemented as at February 2010. It submitted that the website had been amended in part to include 'Newsletters' in error prior to other essential web-based developments being put into place. The Executive submitted that it had noted the Information Provider's comment, but considered this to be an additional factor in the confused description and promotion of the service.

Product download

It submitted that the homepage of the website (e.g. 'winrrar.org/uk') advertised a large icon labelled 'Download' (acting as a web link) and there was also detailed description of the product available for downloading. It submitted that the pop-up instructions window stated at the top "*Download through SMS!*" and again contained a large icon labelled 'Download'. It also submitted that the first paragraph in this window stated "*welcome to the download area*". It submitted that the small print stated the following:

"this software is available from developers official site free of charge, but the price you pay here includes: - software – manuals – customer support – related products – newsletters and faster download speed."

The Executive submitted that, in light of the full terms and conditions and the key issues raised above, the focus of the service's promotion had been on the freeware product itself and not on the premium rate charging mechanism. It submitted that the promotion as a whole was likely to have misled consumers into using the charged, premium rate service.

Ground 2

The Executive submitted that the products were advertised as 'FREE', but that the service charged consumers £4 prior to download. The Executive referred to the Information Provider's response in its preliminary investigation correspondence and noted that it had stated the product licenses made it unlawful to sell the freeware at a cost. Accordingly, the charges levied by the Information Provider were associated with additional services. It submitted that the use of the word 'free' in the promotional material, in conjunction with freeware products that were unusable without a service charge payment of £4, misled consumers.

2. The Service Provider responded to the alleged breaches as follows:

Ground 1

The Service Provider stated that it disputed that there had been any intention on the part of its client, Nextcard (the Information Provider), to mislead customers. The Service Provider stated that it was important to note that the types of consumer who required this software should be considered as sophisticated users with above average, and possibly expert, knowledge of Windows-based software.

The Service Provider stated that 'WinRAR' and other downloads that were offered by Nextcard were utility programs and outside of the regular software packages that the majority of people would ever require in their daily use of their PC.

It stated that when a consumer made a Google search for 'WinRAR Download', there were hundreds of options available. It stated that, although

there were many other free options available, the process of choosing a desired version of 'WinRAR' was very complicated.

The Service Provider stated that it strongly felt that, although the Nextcard proposition could be improved with regard to its layout, the service was in fact very simple and that was why it had proved so popular. It also stated that it felt that all those consumers who had selected to download the software did so with the full knowledge of what they were doing and that this was reflected by the lack of complaints prior to the billing issue.

The Service Provider stated that the three key service attributes – telephone and email support, virus- and trojan-free, as well as higher download speed, were all in place. It accepted that Nextcard could have promoted these attributes in a clearer fashion, but submitted that it was difficult to see how this was misleading. It stated that this was more likely to be a case of poor marketing on the part of Nextcard.

The Service Provider stated that the software was downloaded via dedicated servers, which ensured that the download was fast and that this did come at a cost. It stated that ensuring that these servers had the bandwidth and capability to manage the customer load also had a cost.

Ground 2

The Service Provider stated that, contractually, the software was free and it was the download service and the service support that had a small one-off cost. It stated that the argument was the same as that set out in Ground 1, and that consumers had a choice of hundreds of download sites for the 'WinRAR' software and other specialised software products. It stated that consumers choose to download from Nextcard as the site was simple and offered dedicated servers that were virus-free, and that this could not be true of the majority of peer-to-peer file-sharing sites that offered similar products.

3. The Tribunal considered the evidence and noted the Service Provider's acceptance of the breach, albeit with mitigation. It concluded that the service was misleading by the inclusion of the word 'free' on the website tab when, in fact, there was a cost to obtain the service. The Tribunal also found that the additional services which were relied upon as creating value for the user, such as a newsletter, manuals and product support, were non-existent, aspirational or available free elsewhere. The Tribunal upheld a breach of paragraph 5.4.1a of the Code on all grounds.

Decision: UPHELD on all grounds

ALLEGED BREACH TWO

PRICING INFORMATION (PROMINENCE) (Paragraph 5.7.2)

"Written pricing information must be easily legible, prominent, horizontal and presented in a way that does not require close examination."

1. The Executive considered the service to be in breach of paragraph 5.7.2 on the following grounds:

Ground 1

The Executive submitted that using the 'winrrar.org/uk' website was a key example of the Information Provider's promotional material and marketing methods. It stated that the website homepage (Appendix A), at first glance, contained no pricing information and it was the information at the foot of the page, hidden from view, that stated that the freeware could be found free on the freeware product's official homepage. The Executive submitted that this was not full pricing information as it was lacking in prominence and presented in a way that required close examination.

The Executive referred to its monitoring exercise in late January 2010 and submitted that the pop-up instructions window, at that time, had included pricing information which was worded as follows: "*Cost of SMS 4 pounds. One SMS needed. Taxes not included.*" It submitted that this wording had been in very small print (Appendix B). It submitted that this was key information for the consumer, yet had been presented in a way that required closer scrutiny than the remaining information presented on the page and that it was of the opinion that this was not sufficiently prominent. The Executive also submitted that the use of the word 'free' within an internet search engine information, metadata, and on the tab bar for the website itself had aggravated the breach when considering the lack of prominent pricing information. It submitted that it was of the opinion that the evidence taken as a whole showed a deliberate attempt by the Information Provider to reduce the references to cost of this service within the advertising in contravention of paragraph 5.7.2 of the Code.

Ground 2

The Executive made reference to the License Agreement window (Appendix C) that contained the terms and conditions in relation to the service. It submitted that it was of the opinion that the Information Provider had deliberately presented pricing information in a way that was illegible, lacking prominence and requiring close examination. It submitted that consumers were required to scroll down through the Licensing Agreement to find the pricing information that read as follows: "*The cost of each SMS sent by the user to said number is four pounds; therefore the total cost of access to PREMIUM service shall be four pounds.*" The Executive submitted that it was of the opinion that this text lacked prominence and was presented in a way that required close examination.

The Executive also submitted that pricing information had been available on the bottom of the License Agreement window and had read as follows: "*Cost per SMS four pounds. One SMS needed. Taxes not included.*" It submitted that this text had been set out in a pale, grey colour which blended with the general background colour of the window.

It submitted that, notwithstanding the colour of the text, the choice of font by the Information Provider was such that the pricing information was the least prominent piece of information within the License Agreement window, making it illegible, lacking in prominence and presented in a manner that required close examination. The Executive submitted that it was of the opinion that the evidence taken as a whole demonstrated a deliberate attempt by the Information Provider to reduce the references to cost of this service in this advertising.

2. The Service Provider responded to the alleged breaches as follows:

Ground 1

The Service Provider stated that it accepted that the pricing could be more prominent and that the wording should be in the prescribed format of '£4' and not '4 pounds'.

It stated that the pop-up window (Appendix B), which required the input of the mobile number in order to pay and receive the code, had been in black print on white and had four bullet points that it considered would be read by all consumers.

The Service Provider stated that users were sophisticated and knowledgeable and were prepared to pay for the download, rather than take a gamble on the numerous other options available via a Google search.

Ground 2

The Service Provider stated that the Licence Agreement frame (Appendix C) was in a standard Microsoft format that all consumers were familiar with in relation to loading and running new software. It stated that there had been no attempt to hide this information as the purchase was made via the previous pop-up box when the consumer sent the text to 60059. It stated that this ground appeared to be based on opinion, rather than facts about installation windows that were part of the Microsoft operating system.

3. The Tribunal considered the evidence and noted the Service Provider's acceptance of the breach, albeit with mitigation. It found that the pricing information required close examination by virtue of it being in a smaller font in relation to the rest of the text on the first pop-up page and that, on some occasions, in a colour that blended with the background. The Tribunal further found that the pricing information was not sufficiently prominent in the context of the user's expectation of a free software download. The Tribunal upheld a breach of paragraph 5.7.2 of the Code on all grounds.

Decision: UPHELD on all grounds

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 obvious and easily available to the user."

1. The Executive submitted that the evidence from the website, 'winrrar.org/uk', indicated that the trading name, Nextcard, had not been promoted to consumers. It submitted that the source of the freeware products had not been made available according to the pop-up window seen when accessing the service, and the initial service text messages containing the access code for consumers did not provide the identity of the Service Provider, the Information Provider or a customer service number. The Executive submitted that the License Agreement window in some of the product download websites associated with the 60059 shortcode (Appendix C) had included the name 'Marbore Innovations'; however, this was a separate entity and not Nextcard. The Executive made reference to the pop-up instruction window (Appendix B) and submitted that it contained a contact telephone number. It also submitted

that a user could hover the mouse pointer over a link entitled 'Consult us', which revealed that a link for 'admin@nextcard.us'. It submitted that these details were also found in the small print of the terms and conditions on the Licence Agreement window (Appendix C) and the 'Marbore Innovations' Contact Form webpage. The Executive submitted that it was of the opinion that the identity of the Service Provider or Information Provider had not been included in the promotional material and that, when the charges were levied in late January 2010, resulting in 156 complaints, the text messages had referred to 'Nextcard Limited', yet this name appeared to have never been in the public domain.

2. The Service Provider stated that the telephone number had been clearly presented in the pop-up instruction window and the support email page had provided the opportunity for consumers to contact customer service, if required.
It stated that it accepted that there was room for improvement and that, in the re-billing text message, the use of the name 'Nextcard' would have confused consumers as they were not aware of the company, only the product.
3. The Tribunal considered the evidence and noted the Service Provider's acceptance of the breach, albeit with mitigation. It found that the inclusion of a customer service number was insufficient compliance with this paragraph. It found that the identity of the Service Provider or the Information Provider had not been clearly stated in the service or its promotional material. The Tribunal upheld a breach of paragraph 5.8 of the Code.

Decision: UPHELD

SANCTIONS

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

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

- The Information Provider had been reckless in the design of its promotion.
- The breach history of the Service Provider.

In mitigation, the Tribunal noted the following factors:

- The Service Provider came to PhonepayPlus before the breaches arose and reported an issue upon becoming aware of it.
- The Service Provider took steps to end the breach and remedy the consequences by denying access to the UK websites.
- The Service Provider took steps to prevent future breaches and remedy the consequences by denying access to the UK websites.
- The Service Provider took steps to co-operate with PhonepayPlus.

The revenue in relation to this service was in the low range of Band 3 (£100,000-£250,000).

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

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

- A Formal Reprimand;
- Fine of £20,000;
- The Tribunal ordered that the Service Provider seek compliance advice on all services and future services and related promotional material in relation to this Information Provider until such time as the Executive gives notice that such advice is no longer required;
- The Tribunal also ordered that claims for refunds are to be 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.

Appendix A – 'WinRAR' download homepage

The screenshot shows the WinRAR 3.92 Beta 1 download homepage. The browser window title is "Download! WinRAR Free. Download WinRAR. Download WinRAR. New WinRAR - Windows Internet Explorer". The address bar shows "http://www.winrar.org/uk/". The page features a large blue banner with the WinRAR logo (a stack of colorful books) and the text "WinRAR 3.92 Beta 1". To the right of the banner is a "Features" box listing: Language: English; SO: Win XP, Win 2000, Win ME, Win 9x, Win Vista, Win 2003, Win 7; Size: 1386184; Licence: Trial. Below the banner is a navigation bar with buttons for "Software", "Features", "Manual", "FAQ", and "Support". A large yellow "DOWNLOAD" button with a downward arrow is prominently displayed. Below the button is a "Description" section titled "WinRAR 3.92 Beta 1" which states: "WinRAR is a powerful compression tool with many integrated additional functions to help you organize your compressed archives. WinRAR allows you to split archives into separate volumes easily, making it possible to save them on several disks for example. The special compression algorithm compresses multimedia files, executables and object libraries". A small screenshot of the WinRAR software interface is shown below the description. The browser's status bar at the bottom shows "Waiting for http://www.winrar.org/uk/...", "Unknown Zone", and "100%". The Windows taskbar at the very bottom shows the Start button, a search bar, and several open applications including "Microsoft Office O...", "Charter Manager (LIV...", and "Download! WinRAR F...".

Download! WinRAR Free. Download WinRAR. Download WinRAR. New WinRAR - Windows Internet Explorer

http://www.winrar.org/uk/

File Edit View Favorites Tools Help

Download! WinRAR Free. Download WinRAR. Downlo...

Home Feeds (1) Print Page Tools

WinRAR 3.92 Beta 1

Features

- Language: English
- SO: Win XP, Win 2000, Win ME, Win 9x, Win Vista, Win 2003, Win 7
- Size: 1386184
- Licence: Trial

Software Features Manual FAQ Support

DOWNLOAD

Description

WinRAR 3.92 Beta 1

WinRAR is a powerful compression tool with many integrated additional functions to help you organize your compressed archives.

WinRAR allows you to split archives into separate volumes easily, making it possible to save them on several disks for example. The special compression algorithm compresses multimedia files, executables and object libraries

Waiting for http://www.winrar.org/uk/...

Unknown Zone 100%

start 5 Microsoft Office O... Charter Manager (LIV... Download! WinRAR F... Search Desktop

Appendix A cont. – 'WinRAR' download homepage

Download! WinRAR Free. Download WinRAR. Download WinRAR. New WinRAR - Windows Internet Explorer

http://www.winrar.org/uk/

File Edit View Favorites Tools Help

Download! WinRAR Free. Download WinRAR. Downlo...

Home Feeds (J) Print

DOWNLOAD

Description

WinRAR 3.92 Beta 1

WinRAR is a powerful compression tool with many integrated additional functions to help you organize your compressed archives.

WinRAR allows you to split archives into separate volumes easily, making it possible to save them on several disks for example. The special compression algorithm compresses multimedia files, executables and object libraries particularly well. This compression manager is also ideal for sending important data through the web, its 128 bit password encryption and its authenticated signature technology will give you the peace of mind you have been looking for.

WinRAR supports all popular compression formats (RAR, ZIP, CAB, ARJ, LZH, ACE, TAR, GZip, UUE, ISO, BZIP2, Z and 7-Zip).

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Done Internet

start 5 Microsoft Office ... Charter Manager (LI... Download! WinRAR ... Document1 - Microso... Search Desktop

Appendix B – Pop-up instruction window

Download! WinRAR Free. Download WinRAR. Download WinRAR. New WinRAR - Windows Internet Explorer

http://www.winrar.org/uk/#

File Edit View Favorites Tools Help

Download! WinRAR Free. Download WinRAR. Downlo...

Home Feeds (J) Print Page Tools

Download through SMS!

Welcome to Download Area. Follow the instructions to download this program in a secure and quick way.

This software is available from developers official site free of charge, but the price you pay here includes: - software - manuals - customer support - related products - newsletters and faster download speed. See important Terms & Conditions below:

1. Send CD to the number 60059
2. After a few seconds, you will receive a valid code. Type this code where required.
Cost per SMS 4 pounds. One SMS needed. Taxes not included.
3. Choose where you want save the file.
4. Choose save.

Download

Important Terms & Conditions

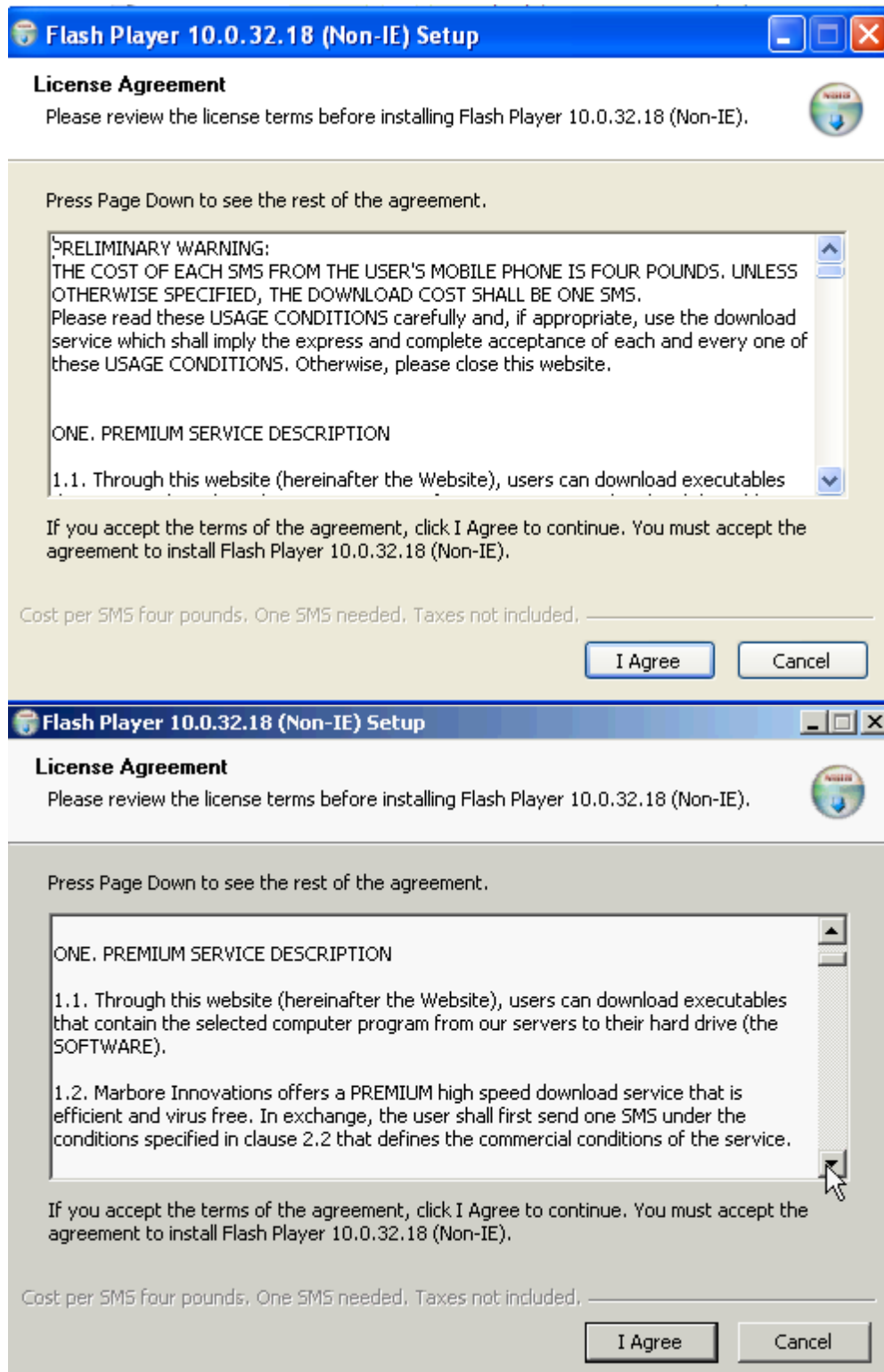
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WinRAR supports all popular compression formats (RAR, ZIP, CAB, ARJ, LZH,

Error on page.

start 5 Microsoft Office ... Charter Manager (L... Download! WinRAR ... Document1 - Micro... Search Desktop 100%

Appendix C- An example Licence Agreement Window (Note: the format was similar regardless of the freeware product).



Appendix C cont- An example Licence Agreement Window (Note: the format was similar regardless of the freeware product).

