

## **Tribunal Sitting Number 138 / Case 1**

**Case Reference: 19887**

**Level 2 provider: Worldwide Websites Limited**

**Type of Service: Adult dating and chat service**

**Level 1 provider: Velti DR Limited, GlobalCharge Ltd**

**Network operator: All Mobile Network operators / 3C Ltd**

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

## **BACKGROUND**

Between 2 March 2013 and 15 July 2013, PhonepayPlus received three complaints in relation to an adult dating and chat service, which operated under the brand name “British Sex Contacts” (the “**Service**”), and was operated by the Level 2 provider Worldwide Websites Limited. The Service operated on the premium rate shortcode 79910 and the premium rate number 0909 967 2810. Consumers using the shortcode were charged £10 for seven credits (sending a message to another member cost one credit). Consumers using the premium rate number were charged £1.50 per minute to purchase a credit. The Level 1 provider Velti DR Limited was contracted with the Mobile Network operators for the shortcode. Velti DR Limited was contracted with another Level 1 provider GlobalCharge Limited which was contracted with the Level 2 provider. The Service commenced operation on the shortcode on 28 July 2011. The Network operator for the premium rate number was 3C Ltd. The premium rate number commenced operation, according to the Network operator’s call records, on 1 July 2009 although the Level 2 provider stated it was July 2011. In July 2013, both elements of the Service were voluntarily suspended by the Level 2 provider following correspondence with PhonepayPlus.

Consumers could engage with the Service by completing a “sign-up” form on the Service website to become a member. Consumers were given the opportunity to browse the member profiles and send messages to other members, which required consumers to purchase credits (each message cost one credit).

One complainant was a whistleblower who stated that she had been employed as a text chat operator to respond to fake member profiles. Another complainant made a complaint as a result of the Executive’s monitoring which revealed her photograph was being used by the Service without her permission. The third complainant did not provide any substantive details. In addition, PhonepayPlus’ monitoring of promotions for the Service gave rise to concerns in relation to consumers being likely to be misled regarding the operation of the Service.

## **The Investigation**

The Executive conducted this matter as a Track 2 investigation in accordance with paragraph 4.4 of the PhonepayPlus Code of Practice (12<sup>th</sup> Edition) (the “**Code**”).

The Executive sent a breach letter to the Level 2 provider on 22 October 2013. Within the breach letter the Executive raised the following breaches of the Code:

- Rule 2.3.2 – Misleading
- Rule 2.2.5 – Pricing prominence and proximity
- Rule 2.3.7 – Age verification

- Paragraph - 3.4.12(a) – Registration of numbers

The Level 2 provider responded on 6 November 2013. On 14 November 2013, the Tribunal reached a decision on the breaches raised by the Executive.

## **SUBMISSIONS AND CONCLUSIONS**

### **ALLEGED BREACH 1**

#### **Rule 2.3.2**

“Premium rate services must not mislead or be likely to mislead in any way.”

1. The Executive submitted that the Level 2 provider had breached rule 2.3.2 of the Code as consumers were likely to be misled into believing:
  - i) that they were exchanging messages with other members when they were corresponding with paid operators; and
  - ii) that they would have the opportunity to meet other members of the Service.

### **Guidance**

The Executive relied on the content of the PhonepayPlus Guidance on “Virtual chat services” and “Promotions and promotional material”. The Guidance states:

#### Virtual chat services

##### Paragraph 3.1

“Promotions for virtual chat services should not lead consumers to believe that they will be exchanging messages with other consumers, or that they may be able to meet other consumers by using the service, unless that is the case.”

##### Paragraph 3.2

“Use of words such as ‘meet’ and ‘date’ may be deemed misleading if the consumer does not, in fact, have the opportunity to meet any other users or operators of the service. Operators should not indicate to consumers that a meeting can take place, where this is not a function of the service. Where a consumer does request a meeting, expectations should be managed correctly and operators should inform the consumer that the purpose of the service is for ‘fantasy chat’ only.”

#### Promotions and promotional material

##### Paragraph 3.1

“If consumers are to have trust and confidence in using PRS, it is important that they have available all the key information about a service as part of their consideration of whether to make a purchase or not. For this reason, it is important that promotions do not mislead consumers by stating an untruth or half-truth. It is also important that promotions do not omit, or make insufficiently prominent, an important term or condition likely to affect their decision to use the service.”

### **Complaints**

The Executive noted the content of the complainants’ accounts.

The Executive received a complaint from a whistleblower who stated she had been employed as a text chat operator, for an adult phone services company that carried out work for the Level 2 provider, by responding to messages sent to numerous fake profiles. The whistleblower provided the Executive with transcripts of a training session conducted with a moderator over instant messenger. The Executive stated that during the course of the training, the moderator told the whistleblower to maintain the “persona” of a given profile and that consumers would receive messages from numerous operators within the same message thread. As a result the whistleblower would need to be able to adapt without raising the consumer’s suspicion.

According to the Executive the training moderator stated that the operator must avoid discussions about meeting members as this was prohibited. The whistleblower stated:

*“... she instructed me that if the men mention of insist to meet up to change the subject. At that time I didn't realise that those were men who were looking for a genuine date but men who wanted to chat about adult related content. And I wasn't told by [the operator] about the true nature of the texting job I applied for [sic]”*

The Executive explained that the whistleblower wished to remain anonymous; as a result the Executive was only able to provide the Tribunal with a summary of the whistleblower’s evidence.

## **Monitoring**

The Executive conducted monitoring of the Service on 10 July 2013 and 11 September 2013. The Executive was directed to the Service landing page after conducting a Google search for “online sex dating”. The Executive created a member profile using an alias and browsed the members’ profiles.

The Investigator conducting the monitoring on behalf of the Executive, recognised an image of a member profile called MissFussy69, as an individual known personally to her (**Appendix A**). The Executive ascertained that the image had previously been used as the individual’s profile picture on Facebook. The Executive contacted the individual, who stated that she had not interacted with the Service or given consent for her photograph to be used. Subsequently, the individual made a complaint to PhonepayPlus which stated:

“I have been informed that my picture has been used on their dating website called British Sex Contacts without my knowledge or permission. The user name my picture is used on the website British sex Contacts is Missfussy69. Please can you assist in removing my picture from this website.”

Having discovered that the profile of MissFussy69 was not genuine, the Executive exchanged messages with the MissFussy69 profile (**Appendix B**). During the exchange, the Executive requested more photographs of MissFussy69 but received a response that stated she was unable to upload the photographs.

The Executive noted the descriptions of the Service on the website which stated, “British Sex Contacts – Dating, Swining and Adult Parties” (**Appendix C**) and, “Join FREE Today and you could be having sex tonight!”.

### **Reason one**

In light of the monitoring and the whistleblower’s evidence, the Executive asserted that the profile of MissFussy69 was not genuine and the messages exchanged with the profile were from an operator. During correspondence, the Level 2 provider admitted using operators to respond to 2.8% of the profiles on the Service’s website. The Executive submitted that consumers were likely to be misled into believing that they were exchanging messages with other consumers, who were members of the Service, when in some instances consumers were corresponding with a paid operator.

### **Reason two**

The Executive noted the wording used to describe the Service on the website, detailed above in the “Monitoring” section and asserted that it suggested that there would be opportunities for members to meet up for “dating, “casual hook ups” or “swinging parties”. The Executive also noted that within the terms and conditions, it stated that the site was purely for entertainment purposes and accordingly it made no claims about the authenticity of the members and no meetings were guaranteed. The Executive stated that, despite the content of the terms and conditions, the description of the Service on the Service webpages was likely to have given consumers the impression that there was an opportunity to meet other members. The Executive also noted that the whistleblower stated that she was told to avoid a meeting of any type and this was contrary to the impression created by the Service webpages. The Executive asserted that consumers were likely to have been misled into the belief that there would be an opportunity to meet members when that was not always the case.

The Executive submitted that consumers were likely to have been misled into believing that they were exchanging messages with other members and that there would be an opportunity to meet them face-to-face. The Executive accordingly submitted that for the reasons detailed above the Service operated in an intentionally misleading manner and was therefore in breach of rule 2.3.2 of the Code.

2. The Level 2 provider denied the breach and stated that the Service was not misleading.

The Level 2 provider stated that the Service was not promoted as a virtual chat service and therefore any references to the “Virtual chat services” Guidance was irrelevant. However, the Level 2 provider noted that paragraph 3.2 of the “Virtual chat services” Guidance stated, “...have the opportunity to meet any other users or operators of the Service”. The Level 2 provider stated that the Service had 214,471 registered males, 37,314 registered females and 2.8% of the registered users were “motivational operators”, therefore the Level 2 provider asserted that all consumers had the opportunity to meet “any other users” and therefore the Service complied with the Guidance.

The Level 2 provider disputed the evidence of the whistleblower and asserted that she had an ulterior motive for the claims and furthermore, had no insight into the operation of the Service. The Level 2 provider commented that it was surprised that the Executive had placed such a degree of importance on the whistleblower's evidence and appeared to prefer it over the Level 2 provider's assertions.

The Level 2 provider stated that the terms and conditions made it clear to consumers that the Service was for entertainment purposes and did not guarantee a meeting. It also stated that the Service's terms and conditions were highly visible and clearly displayed on the website. In addition, consumers were required to tick a box to confirm that they had read the terms and conditions before becoming a member.

During informal representations, the Level 2 provider expanded upon its written submissions and stated that it did not believe consumers were likely to have been misled about the operation of the Service. The Level 2 provider explained that the Service was for entertainment purposes only and this was made clear by the terms and conditions, which were easily accessible for consumers. The terms and conditions had been approved by a law firm 12 years ago and they had not raised any concerns about the Service description. The Level 2 provider stated that many other large organisations that operate online have lengthier terms and conditions and it is not unreasonable to expect consumers to read them.

The Level 2 provider accepted that it used operators for 2.8% of the profiles on the Service in an effort to enhance the consumer experience and to provide an entertainment element. The Level 2 provider denied that using operators was misleading as it stated that the majority of profiles belonged to genuine members and there was still an opportunity for consumers to meet other members. The Level 2 provider explained that it outsourced the operator function to a company which, it stated, it used on an ad hoc basis and that this at most provided 12 operators at one time. It accepted that it did not have any evidence to confirm its relationship with the company because it did not have a written contract. The Level 2 provider stated that it had a good working relationship with the company as it had known it for many years and had developed the "back end of its operation"

The Level 2 provider stated that it did not know how the photograph of the individual purporting to be MissFussy69 appeared on the Service's website. It could not confirm whether it was an operator profile or an image used by a member, because the profile had been deleted and it was not able to obtain details about historic profiles. The Level 2 provider explained that it purchased "stock" photographs for the operator profiles but it acknowledged that it did not know the photograph's origins.

Generally, the Level 2 provider asserted that it believed the nature of the Service was clear and consumers had not been misled and were not likely to be misled. The Level 2 provider confirmed that the premium rate element of the Service had been suspended in July 2013 and it currently had no intention to return to the premium rate market.

3. The Tribunal considered the evidence and submissions, including the Level 2 providers written and oral submissions.

The Tribunal considered the whistleblower's evidence and acknowledged that whilst it had provided useful information to guide the Executive's investigation, the Tribunal would not accept the whistleblower's evidence in this case, as it considered that it was not sufficiently robust. Not all of the material given to the Executive was presented to the Tribunal or to the Level 2 provider, at the whistleblowers request, and therefore it was difficult to test the strength of the evidence. The Tribunal however commented that it did not intend to bind future Tribunals as to the use of whistleblower evidence, the value of which would be a matter to be decided by that Tribunal, based on the facts of the particular case.

The Tribunal considered the other evidence before it and noted the Level 2 provider's admission that it utilised operators for a number of profiles. The Tribunal commented that there would not be any indication to a consumer that they had communicated with an operator rather than another member and therefore it was not unusual that there were a low number of complaints.

The Tribunal noted the Level 2 provider's submissions in relation to the terms and conditions and found that the description of the Service on the webpages (**Appendix C**) was likely to have misled consumers into believing that they were exchanging messages with other members, when they could (on the Level 2 provider's own admission) be corresponding with paid operators. It was therefore possible that consumers were misled into thinking that they would have the opportunity to meet other members of the Service. The Tribunal also found that the terms and conditions would not cure the misleading effect of what consumers would have initially viewed within the promotional material and upon entering the Service. Consequently for the reasons given by the Executive, the Tribunal concluded that consumers were likely to have been misled about the operation of the Service. Accordingly, the Tribunal upheld a breach of rule 2.3.2 of the Code.

## **Decision: UPHELD**

### **ALLEGED BREACH 2**

#### **Rule 2.2.5**

"In the course of any promotion of a premium rate service, written or spoken or in any medium, the cost must be included before any purchase is made and must be prominent, clearly legible, visible and proximate to the premium rate telephone number, shortcode or other means of access to the service."

1. The Executive submitted that the Level 2 provider had breached rule 2.2.5 of the Code as consumers were not fully and clearly informed of the cost of the Service prior to incurring premium rate charges by using the premium rate number on the basis that:
  - i) Pricing information for the Service was not prominent or proximate to the premium rate number; and
  - ii) When consumers selected the premium rate number payment method it was not clear how much they would be charged per credit.

The Executive relied on the content of PhonepayPlus Guidance on "Promotions and promotional material", which states:

Paragraph 2.2

“As a starting point, pricing information will need to be easy to locate within a promotion (i.e. close to the access code for the PRS itself), easy to read once it is located and easy to understand for the reader (i.e. be unlikely to cause confusion).”

Paragraph 2.10

“Lack of prominence, or proximity, most often takes place online (both web and mobile web), where the price is provided in small print elsewhere on the page from the call to action.”

### **Reason one**

During the Executive’s monitoring, the Executive noted that the premium rate number was displayed in bold but the pricing information for dialling the premium rate number was displayed at the bottom of the page and was below the four step process which set out how to purchase the credits (**Appendix D**). The Executive asserted that the pricing information was not sufficiently proximate or prominent to the means of access, as it was displayed in the middle of a block of text in a small font.

### **Reason two**

The Executive noted that the pricing information only referred to the cost of the call per minute (**Appendix D**). During the monitoring, the Executive was instructed to enter the number of credits it wished to purchase and to stay on the line until they were disconnected. The pricing information contained on the webpage did not state how much consumers would be charged for each credit purchased. Accordingly, the Executive asserted that consumers were not informed of the full cost that they were likely to incur before dialling the premium rate number for the Service.

Consequently, the Executive submitted that for the two reasons outlined above rule 2.2.5 of the Code had been breached.

2. The Level 2 provider denied the breach and generally stated that the layout of the “payment” page was designed to ensure that consumers had clear and sufficient information about the cost of the Service. Further, the Level 2 provider stated that there had been no attempt to disguise the pricing information and it had placed this under the payment method so that it was visible and consumers were not required to expand a link to view the information. In relation to reason two advanced by the Executive, the Level 2 provider highlighted that the webpage clearly stated “1 credit will be added to your account for every minute your call was connect” and “all calls to 090 numbers are charged at £1.50 pm”. The Level 2 provider submitted that the Executive’s assertion that consumers would be unaware of the pricing information was unfounded.

Detailed informal representations were made by the Level 2 provider. Generally, it reiterated its written response and stated that its third party support facility had not received any complaints about the pricing information and for this reason it did not believe there was an issue. In addition, it stated that the “payment” page clearly stated that one credit equaled one minute and as soon as the telephone call was connected, the cost of the Service was stated in an audio recorded message.

3. The Tribunal considered the evidence and the submissions before it, including the Level 2 provider's written and oral submissions. The Tribunal noted that pricing information was displayed on the webpage containing the means of access but it was not proximate to the means of access (the premium rate number) and not sufficiently prominent because it was in a smaller font than the premium rate number and within a block of text. In relation to the second reason raised by the Executive, the Tribunal stated that it had concerns about the clarity of the pricing information but found that the second reason would have been more appropriately raised as a breach of 2.2.1 of the Code. Accordingly, the Tribunal upheld a breach of rule 2.2.5 of the Code for reason one outlined above by the Executive.

## **Decision: UPHELD**

### **ALLEGED BREACH 3**

#### **Rule 2.3.7**

"Level 2 providers of sexual entertainment services must take all reasonable steps to discourage use by non-bill payers and to prevent use by those under 18 years of age."

1. The Executive submitted that the Level 2 provider had breached rule 2.3.7 of the Code as reasonable steps to discourage use by those under the age of 18 were not taken when the Service used text chat operators from the third party company.

The Executive relied on the content of the PhonepayPlus Guidance on "Virtual chat services" which states:

#### Paragraph 1.1

"Providers should take all reasonable steps to ensure that no one under the age of 18 uses any virtual chat service which contains adult content, or is adult in nature. Initial age verification should take place prior to the consumer incurring a charge. Promotional material should clearly state that the service is only for individuals aged 18 and over. For virtual chat services delivered on mobile phones, it will usually be expected that the consumer is sent an initial text asking for their date of birth (which must be checked to ensure the consumer is over 18) before each individual service commences."

#### Paragraph 1.4

"Operators determining a consumer's age should not use leading questions (e.g. "You are over 18, aren't you?"). Age verification methods should require the user to state their date of birth. Age verification is an ongoing duty and, if during the course of the service, the user gives any indication that they are under 18 (or under 16, in the case of non-adult virtual chat services), then the service should be immediately terminated. We would consider it best practice for providers to also place a bar on that consumer's number, or blacklist it, for six months to a year."

#### Paragraph 1.6

"What we mean by 'reasonable steps' is an expectation that all providers that are engaged in a virtual chat service should take a proactive stance in the way their staff are trained and moderated to ensure compliance with the PhonepayPlus' Code of Practice."



The Executive noted the comments of the whistleblower, who reported a conversation with the training moderator during which the whistleblower was told that it was not necessary to request a consumer's date of birth in addition to their age. Further, the whistleblower sent a photograph of a male consumer, who appeared underage, to the moderator. The moderator told the whistleblower to continue interacting with the consumer as the whistleblower would not be personally liable if the consumer had lied about his age.

The Executive noted that the whistleblower stated her employment was with a third party company that employed text operators who worked for the Level 2 provider. During correspondence, the Level 2 provider accepted that it used operators from the third party company but it stated that it did not have a written contract with the company.

The Executive asserted that on the balance of probabilities and in the absence of a written contract with the third party company, the Level 2 provider did not comply with its ongoing age verification duties. The Executive submitted that the Level 2 provider should have taken all reasonable steps to prevent use by those under 18 years of age by ensuring that there was sufficient training and guidance available for the operators. Accordingly, the Executive submitted that for the reasons outlined above rule 2.3.7 had been breached.

2. The Level 2 Provider denied the breach and stated that there were four measures in place to ensure that consumers were 18 years of age and over:
  - i) The member "sign-up" form requested the age of the consumer.
  - ii) The terms and conditions stated that consumers must be at least 18 years of age.
  - iii) The member "sign-up" form contained a checkbox, which required consumers to agree that they were at least 18 years of age.
  - iv) The "payment" page stated that consumers must be over 18 years of age.

The Level 2 provider added that it only used Google to advertise the Service which was strictly targeted at consumers over the age of 18 years. It stated that these were the only reasonable practical steps that could be taken to ensure that consumers were at least 18 years of age.

The Level 2 provider reiterated its assertions in relation to the whistleblower's evidence and refuted the whistleblowers claims. The Level 2 provider stated that any consumer who is deemed under the age of 18 years is removed from the Service immediately and operators have a report button to alert the Level 2 provider to suspicious behaviour. It explained that the third party company carried out services for a number of other providers, as such the whistleblower's evidence may not relate to the Level 2 provider.

The Level 2 provider made detailed informal representations to clarify its written submissions. It stated that there was no technical way of ensuring that 100% of consumers were at least 18 years of age but it had no reason to serve under 18's and stated "that is not what we are about". It highlighted that a large part of its business was not a premium rate service

as many payments were made by credit cards, in this regard the service had been the subject of a full review by various banks who had deemed the service fully compliant.

3. The Tribunal considered the evidence including the Level 2 provider's detailed submissions. The Tribunal noted that the Level 2 provider had taken some steps to prevent use of the Service by those under 18 years of age. In accordance with the Tribunal's earlier finding in relation to the whistleblower's evidence, the Tribunal did not accept the whistleblower's evidence as it did not consider it to be sufficiently robust. As a result, the Tribunal considered there was insufficient evidence and decided not to uphold the breach. The Tribunal noted that the member "sign-up" form requested the consumers' age but it commented that a more appropriate and stringent safeguard would be to request the consumer's date of birth.

### **Decision: NOT UPHELD**

#### **ALLEGED BREACH 4**

##### **Rule 3.4.12(a)**

"Level 2 providers must provide to PhonepayPlus relevant details (including any relevant access or other codes) to identify services to consumers and must provide the identity of any Level 1 providers concerned with the provision of the service."

1. The Executive submitted that the Level 2 provider acted in breach of paragraph 3.4.12(a) of the Code as the Service operated on the premium rate number when it was not registered as required by the Code.

The Level 2 provider stated that the premium rate number element of the Service was operational from 2011. Call records from the Network operator indicated that the first call was made to the premium rate number on 1 July 2009. The Executive noted that the Service should have been registered with PhonepayPlus prior to becoming operational and/or as soon as the registration requirement under the Code became effective in September 2011. The Executive submitted that the Service was not registered with PhonepayPlus.

The Executive accordingly submitted that for the reasons outlined above the Level 2 provider operated the Service prior to registering it as required by the Code and in breach of paragraph 3.4.12(a) of the Code.

2. The Level 2 provider admitted the breach and stated that it was under the impression that the Network operator had registered the premium rate number with PhonepayPlus on its behalf. It stated that this had been the case with the shared shortcode which had been registered by the Level 1 provider. It accepted that its assumption was incorrect and apologised for the oversight.
3. The Tribunal considered the evidence, including the Level 2 provider's admission. The Tribunal found that the Level 2 provider had failed to register the Service as required by paragraph 3.4.12(a) of the Code prior to the Service becoming operational. Accordingly, the Tribunal upheld a breach of paragraph 3.4.12(a) of the Code.

### **Decision: UPHELD**

## **SANCTIONS**

### **Initial Overall Assessment**

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

#### **Rule 2.3.2 – Misleading**

The initial assessment of rule 2.3.2 of the Code was **serious**. In determining the initial assessment for this breach of the Code the Tribunal applied the following criteria:

- The promotional material for the Service did not accurately portray the nature and operation of the Service.
- The Service generated substantial revenues through a recklessly non-compliant promotion that misled consumers.

#### **Rule 2.2.5 – Pricing prominence and proximity**

The initial assessment of rule 2.2.5 of the Code was **moderate**. In determining the initial assessment for this breach of the Code the Tribunal applied the following criterion:

- Although pricing was contained on most of the Level 2 provider's webpages, pricing information was not sufficiently prominent and proximate to the means of access to the Service.

#### **Rule 3.4.12(a) – Registration of numbers**

The initial assessment of paragraph 3.4.12(a) was **serious**. In determining the initial assessment for this breach of the Code the Tribunal applied the following criteria:

- The Service had been operated in such a way that demonstrated a degree of reckless non-compliance with the Code.
- The Level 2 provider failed to register a premium rate number with PhonepayPlus.

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

### **Final Overall Assessment**

The Tribunal found no aggravating or mitigating factors. The Tribunal noted that, during the informal representations, the Level 2 provider stated it did not have a contract with the company providing the operator element of the Service. The Tribunal commented that more stringent controls of the company would ensure that the Level 2 provider met its obligations under the Code. The Tribunal also commented that it would have been helpful if the Level 2 provider had shown the same level of co-operation during the investigation as it had done during the informal representations.

The Tribunal noted that the Level 2 provider stated it would offer refunds to consumers who had interacted with the operator element of the Service but the Tribunal had not been provided with evidence to demonstrate that the refunds had

been administered. The Tribunal also noted that the Level 2 provider stated it had suspended the premium rate element of the Service and that it did not intend to re-enter the premium rate market.

The Level 2 provider's revenue in relation to this Service was in the range of Band 2 (£250,000 - £500,000). During information representations, the Level 2 provider confirmed that it accepted the revenue figures provided by the Level 1 provider. The Tribunal concluded that the seriousness of the case should be regarded overall as **serious**.

### **Sanctions Imposed**

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

- a formal reprimand;
- a fine of £75,000;
- a requirement that access to the Service is barred until compliance advice has been implemented to the satisfaction of PhonepayPlus; and
- a requirement that the Level 2 provider must refund all consumers who claim a refund, for the full amount spent by them on the Service, within 28 days of their claim, save where there is good cause to believe that such claims are not valid, and provide evidence to PhonepayPlus that such refunds have been made.

## Appendices

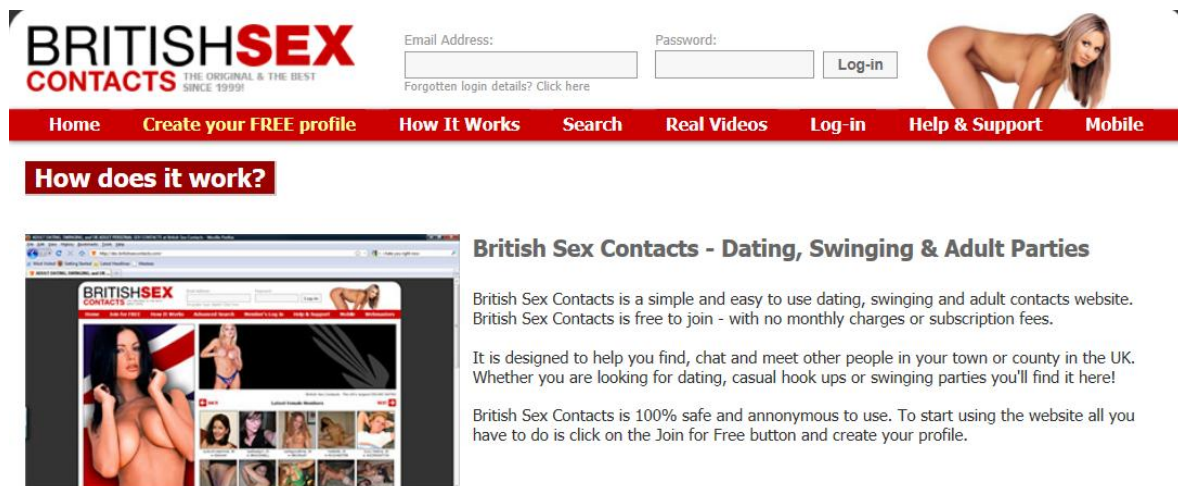
### Appendix A: Screenshot of MissFussy69's profile:

The screenshot shows the profile page for MissFussy69 on the BritishSexContacts website. The page header includes the site logo, login fields, and navigation links. The profile title is "MissFussy69, 32 in PAIGNTON - South West". Below the title are buttons for "Send a Message", "Send a Wink", "View Gallery", and "Add to Hotlist". The "About MissFussy69" section contains a bio: "Hot body in need of action, work hard and like to play harder. I do expect to be treated like a lady to start with though. I want a drink and a chat before anyone gets their wicked way with me, so if your just looking for a one night stand please go elsewhere I'm sure there are plenty of women here willing to comply. Not interested in women, couples, men over 40 or if you don't look legal to have sex. I might sound fussy but hey ho it's a woman's prerogative. Other than all the above just a normal woman who likes a laugh, is slightly too sarcastic at times and just been single too long." Below the bio is a "Statistics" section with the following details: Age: 32, Location: PAIGNTON - South West, Race: White, Marital Status: Single, Looking for: No-strings fun, Body Type: Slim / Petite, Eye Colour: Brown, Hair Colour: Blonde, Smokes: Light, Drinks: Light, Has Children: . There are also two "XXX RATED" icons. The browser's taskbar at the bottom shows several open tabs and the system clock at 11:44.

### Appendix B: Screenshot of messages exchanged with the MissFussy69 profile:

The screenshot shows the "Message History" section of the BritishSexContacts website. The user is logged in as "Jambo" with a bonus countdown of 48, 0 credits, 2 inboxes, 0 winks, and 0 bonus winks. The message history lists several exchanges: 1. From Jambo to MissFussy69: "Hi Miss Fussy, Any chance of a cheeky xx pic ;-)" (10th Jul 12:13). 2. From Jambo to MissFussy69: "You are sexy!" (10th Jul 12:15). 3. From MissFussy69 to Jambo: "thank you for chatting with me jambo. I wonder what ur real name is though. im emily, im 32 years of age, and from paignton. you got some pics for me?" (10th Jul 13:09). 4. From MissFussy69 to Jambo: "Hey there, what's your name naughty one? lol this is Emily and I am new to all this so have to get some more pictures taken, what about you?" (10th Jul 13:52). 5. From Jambo to MissFussy69: "I'm Jim :) I thought it said on your profile that you had some sexy ones.." (10th Jul 14:59). 6. From MissFussy69 to Jambo: "i have more sexy pics to share with you but the problem is, i couldn't upload them right now. i am a little bit trouble in doing so. what about you? i think you are too shy to show me your pics jim." (10th Jul 15:22). At the bottom, there is a text input field for replying, with "Type Reply Below: 300 Characters remaining". On the right side, there are search filters for "Hotlist", "Name Search", and "Quick Search" with options for gender, age range, and location.

## Appendix C: Screenshot of the Service webpage:



The screenshot shows the homepage of British Sex Contacts. At the top left is the logo "BRITISHSEX CONTACTS" with the tagline "THE ORIGINAL & THE BEST SINCE 1999". To the right of the logo are input fields for "Email Address:" and "Password:" with a "Log-in" button. Below these is a link: "Forgotten login details? Click here". On the far right is a photograph of a nude woman. A red navigation bar contains the following links: "Home", "Create your FREE profile", "How It Works", "Search", "Real Videos", "Log-in", "Help & Support", and "Mobile". Below the navigation bar is a red button labeled "How does it work?".

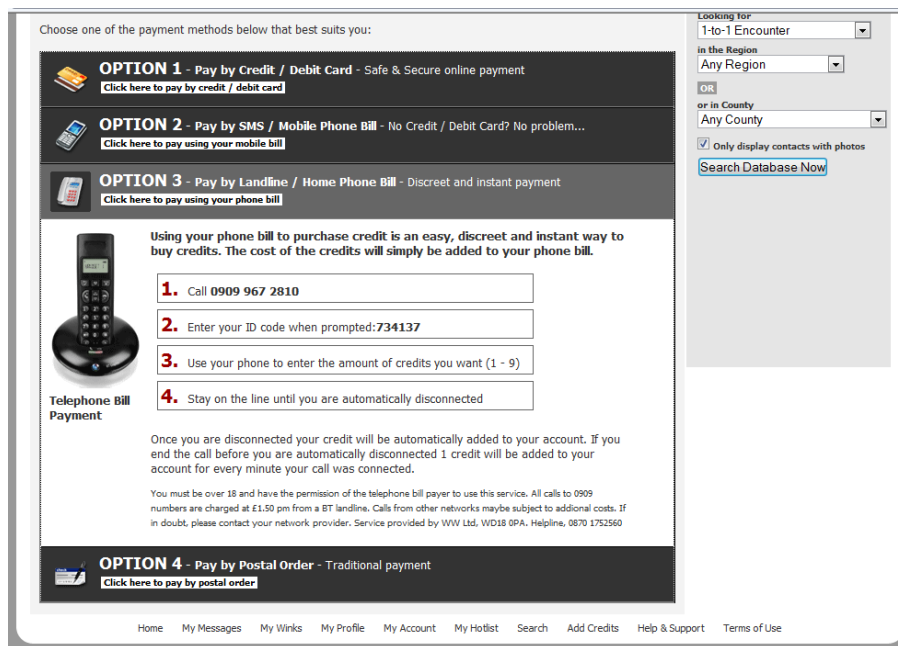
### British Sex Contacts - Dating, Swinging & Adult Parties

British Sex Contacts is a simple and easy to use dating, swinging and adult contacts website. British Sex Contacts is free to join - with no monthly charges or subscription fees.

It is designed to help you find, chat and meet other people in your town or county in the UK. Whether you are looking for dating, casual hook ups or swinging parties you'll find it here!

British Sex Contacts is 100% safe and anonymous to use. To start using the website all you have to do is click on the Join for Free button and create your profile.

## Appendix D: Screenshot of the means of access to the Service



Choose one of the payment methods below that best suits you:

**OPTION 1 - Pay by Credit / Debit Card** - Safe & Secure online payment  
[Click here to pay by credit / debit card](#)

**OPTION 2 - Pay by SMS / Mobile Phone Bill** - No Credit / Debit Card? No problem...  
[Click here to pay using your mobile bill](#)

**OPTION 3 - Pay by Landline / Home Phone Bill** - Discreet and instant payment  
[Click here to pay using your phone bill](#)

**Telephone Bill Payment**

Using your phone bill to purchase credit is an easy, discreet and instant way to buy credits. The cost of the credits will simply be added to your phone bill.

1. Call 0909 967 2810
2. Enter your ID code when prompted: 734137
3. Use your phone to enter the amount of credits you want (1 - 9)
4. Stay on the line until you are automatically disconnected

Once you are disconnected your credit will be automatically added to your account. If you end the call before you are automatically disconnected 1 credit will be added to your account for every minute your call was connected.

You must be over 18 and have the permission of the telephone bill payer to use this service. All calls to 0909 numbers are charged at £1.50 pm from a BT landline. Calls from other networks maybe subject to additional costs. If in doubt, please contact your network provider. Service provided by WW Ltd, WDI8 0PA. Helpline, 0870 1752560

**OPTION 4 - Pay by Postal Order** - Traditional payment  
[Click here to pay by postal order](#)

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Any Region  
OR  
or in County:  
Any County  
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