



Tribunal meeting number 185 / Case 1

Case reference: 72402
 Level 2 provider: VisionSMS Ltd (UK)
 Type of service: “Ursexybabes.com” glamour video subscription service
 Level 1 provider: Veoo Ltd (UK); IMImobile Europe Limited (UK); Fonix Mobile Ltd (UK)
 Network operator: All Mobile Network operators

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

BACKGROUND

The case concerned a glamour video subscription service, charged at £3 per week, under the brand name “Ursexybabes.com”, operating on dedicated shortcodes 69119, 85085 and 89880 (the “Service”).

The Level 2 provider for the Service was VisionSMS Ltd (the “Level 2 provider”). The Level 2 provider had been registered with PhonepayPlus since 17 August 2011.

The Level 1 provider for Service shortcode 69119 was IMImobile Europe Limited (“IMImobile”). The Level 1 provider for Service shortcode 85085 was Fonix Mobile Limited (“Fonix”). The Level 1 provider for Service shortcodes 89880 was Veoo Ltd (“Veoo”).

The Service

The Service was stated to be a glamour video subscription service charged at £3 per week. The Level 2 provider confirmed that the Service commenced operation in October 2011, and remained operational as at 11 May 2016. IMImobile stated the Service commenced operation on shortcode 69119 in June 2010. Fonix stated that the Service commenced operation on shortcode 85085 on 28 June 2014. Veoo stated that the Service commenced operation on shortcode 89880 on 24 October 2014.

The table below sets out the shortcodes on which the Service(s) operated and the Level 1 providers for each shortcode:

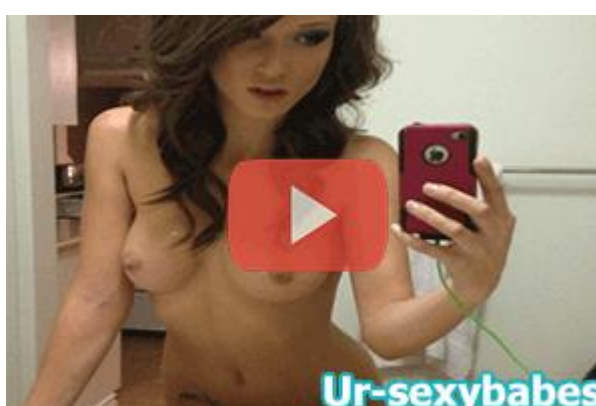
Service name	Shortcode	Level 1 provider	Cost per week
'ursexybabes.com'	69119	IMImobile Europe Limited	£3
	85085	Fonix Mobile Limited	
	89880	Veoo Ltd	

The Level 2 provider supplied the following summary of the promotion of the Service:



"We advertise our service online using banner adverts which link to our site containing videos. If a customer wishes to watch a video, they click on the thumbnail and are directed to a landing page which contains details of the cost and subscription details. If they want to continue they must enter their mobile number into the blank field. When we receive this request, we send a link to their mobile which they must then follow. Once the link is clicked they're directed to a secondary landing page which again contains our terms and conditions. The customer then has to select ENTER to confirm their subscription. The service worked like this until our Track 1 correspondence with PhonepayPlus in December 2014 after which Pinchecked was added into the consumer journey in order to provide robust verification of consent to charge."

Examples of advertised banners:



Click to landing page, please see screenshot:



Enter Mobile to start subscription, conformation page with pin sent. Please see page and pin message:



This is a subscription service costing £3.00 per week.
This unlimited download service is provided by visionsms. Help
01616603316 number
Text STOP to 85085 opt out.
Remember - you must be at least over
18 years old to use this service.
Any questions? Email or call us directly:
E: support@visionsms.com

[To subscribe to this service, please enter your mobile number](#)

Please enter your mobile number in international format
E.G. 447123456789.

ENTER

Please tick the box below to confirm that you accept the terms of
this service and you are over 18.

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This is a subscription service costing £3.00 per week.
This unlimited download service is provided by visionsms
Help number 01616603316
Text STOP to 85085 opt out.
Remember - you must be at least over
18 years old to use this service.
Any questions? Email or call us directly:
E: support@visionsms.com

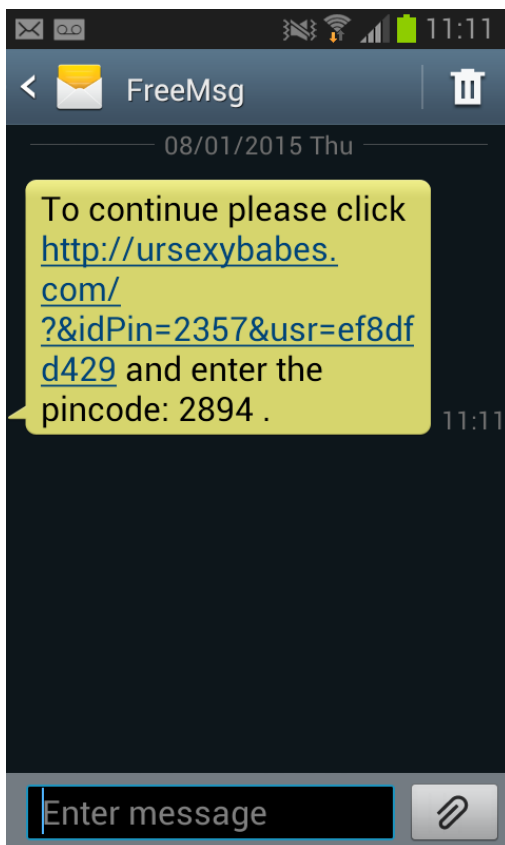
Yes

Please enter Pin:

To Enter select YES above and then click SUBSCRIBE
below to subscribe to this service.

SUBSCRIBE

© visionsms.com 2014





Summary of complaints

The Executive received 109 complaints concerning the Service from 19 March 2015 to 1 April 2016. Complainants variously alleged that the Service charges were unsolicited.

A sample of complainant accounts is provided below:

"I have never heard of this SMS shortcode before I noticed it today on my bill. It was being charged to my Three bill. They charged £3 last month and another £9 this month. I have never had any dealings with them. I don't know what their services are, what they are supposedly providing. All I know is this unknown service is STEALING my money without my express permission."

"I have been billed for a total of 7 texts starting from Friday 15th May - all the way to Friday 19th June - each at £2.50 a text every Friday! I have never been on or ever registered with companies of this nature but for some reason these always find a way through and I find it absolutely appalling. No website address link. Total amount bill: £17.5"

"My 14 year old daughter has charges on her phone bill from short code 69119 which she has been charged for. She is adamant she has never received any texts and has no idea what these charges are for. I have contacted my mobile phone provider and explained the circumstances however they tell me it's nothing to do with them and not their problem. I have attempted to contact the provider of the short code by the telephone number I was able to find online however have not received an answer."

"In April I received a text with link to porn site and immediately marked it as spam number. Now I realised they have been sending three a month at the total cost of £90. I have never and would never sign up to any promotion or competition etc and believe my number has been obtained illegally."

"For the past 4 weeks I have been receiving a text message about 1830hrs every Saturday from the number 89880, apparently offering adult videos. I have not asked for these, nor subscribed to any service and I have always just deleted the messages. This month I have been charged 4 x £2.50 for these messages, but O2 have told me they can not delete these charges from my bill. They eventually gave me a Manchester number 0161 660 3316 who in turn told me they would contact the caller and arrange a refund, however when pressed they told me the caller was Vision SMS, 10 Elie Rd, Westcraigs, Glasgow G72 0GX, tel: 0141 530 9575. Not wishing to land myself with other expensive calls I have not called this number, however on 'Googling' the original short number and Vision SMS I find lots of complaints about this company. It seems outrageous to me that it is possible for companies to send people text messages which are unsolicited and for the unwitting recipient to be then faced with charges. This is nothing more than a confidence trick and it is time that the law to prevent this fraud was either enforced, or enacted if no such law exists. I would suggest that you look into the operation of this company."

Complainant text message logs

As part of the standard request for information process, the Level 2 provider supplied text message logs for 99 out of the 109 complaints received. The Executive noted from the text message logs supplied by the Level 2 provider that:



- there was a high failure rate of chargeable Service messages following the purported consumers' opt-in; and
- the delivery status for Service messages was unclear.

In these logs, the Executive noted that failed messages occurred from the date of the complainants' purported opt-in. The failed messages were later followed by successfully delivered chargeable messages.

Complainant responses to Executive questionnaire

In light of the high number of failed messages identified by the Executive in the complainants' text message logs and the possible explanations offered by the parties in the value chain for the failed messages, on 24 February 2016 the Executive contacted 106 complainants with the following series of questions:

“Is the mobile phone that received the chargeable text messages on contract or pay-as-you-go?”

If the mobile phone that was charged is pay-as-you-go, please advise whether you regularly / always had more than £3 credit on your mobile phone?

Please advise whether the mobile phone that received the chargeable messages was regularly switched off and/or had no mobile signal for long periods of time (i.e. for more than several days)?

Please advise whether you transferred your mobile number between mobile telephone companies in the six months before you received the chargeable text messages? If yes, please confirm if you experienced long periods with no signal and/or difficulty in sending and receiving text messages.”

In addition the complainants were sent a copy of the advertised banners (as shown as above) and asked whether they recalled viewing and/or interacting with it or a similar service promotion.

As at 21 April 2016, the Executive had received responses to the questionnaire from 28 complainants. Below is a breakdown of the complainant responses:

Question	Response	Comments
Is the mobile phone that received the chargeable text messages on contract or pay-as-you-go?	26 respondents confirmed they were on contract 1 respondent confirmed they were on Pay as You Go	1 consumer did not answer the question



<p>If the mobile phone that was charged is pay-as-you-go, please advise whether you regularly / always had more than £3 credit on your mobile phone?</p>	<p>26 respondents stated that this question did not apply to them (contract plans)</p>	<p>1 consumer did not answer the question</p> <p>1 respondent stated that "Sometimes over £3.00 sometimes under"</p>
<p>Please advise whether the mobile phone that received the chargeable messages was regularly switched off and/or had no mobile signal for long periods of time (i.e. for more than several days)?</p>	<p>25 respondents advised their mobile phone was not regularly switched off and/or had no mobile phone signal</p>	<p>1 respondent stated that "yes sometimes I don't have a signal for several days"</p> <p>1 complainant confirmed that the phone "does get switched off everyday"</p> <p>1 consumer did not answer the question</p>
<p>Please advise whether you transferred your mobile number between mobile telephone companies in the six months before you received the chargeable text messages? If yes, please confirm if you experienced long periods with no signal and/or difficulty in sending and receiving text messages.</p>	<p>26 respondents advised they had not transferred between mobile companies</p>	<p>2 consumers did not answer the question</p>
<p>Please advise if you recall viewing and interacting with the attached, or a similar, promotion?</p>	<p>24 respondents advised that they did not view / interact with the Service promotion</p>	<p>1 respondent stated they might have seen the promotional material</p> <p>1 respondent stated they saw the promotional material.</p> <p>2 complainants did not answer the question</p>

Previous complaint resolution procedure

The Level 2 provider has had a prior informal dealing with PhonepayPlus. On 10 December 2014, the Level 2 provider was sent a Track 1 action plan in respect of a breach of rule 2.3.3 of the Code, as the Level 2 provider accepted that it did not hold robust verification to establish consumers' consent to be charged. On 9 January 2015, the Level 2 provider confirmed that it had implemented the required



actions and had engaged the services of a third party verifier to provide robust evidence of consent to charge.

The breach allegations raised in this case relied on evidence gathered from complainants who first contacted the Executive after the Track 1 procedure was finalised.

The investigation

The Executive conducted this matter as a Track 2 investigation in accordance with paragraph 4.4 of the PhonepayPlus Code of Practice (13th Edition).

The Executive sent a breach letter to the Level 2 provider on 21 April 2016. Within the breach letter the Executive raised the following breaches of the PhonepayPlus Code of Practice (the "**Code**"):

- Paragraph 4.2.4 – Provision of false information to PhonepayPlus
- Rule 2.3.3 – Consent to charge

The Level 2 provider responded on 11 May 2016. On 9 June 2016, the Tribunal, having heard informal representations made on behalf of the Level 2 provider, reached a decision on the breaches raised by the Executive.

The Tribunal considered the following evidence in full:

- The complainants' accounts;
- Correspondence between the Executive and the Level 2 provider (including directions for information and the Level 2 provider's responses including supporting documentation);
- Correspondence between the Executive and the previous service providers, including a Track 1 action plan;
- Correspondence between the Executive and the Level 1 providers;
- Correspondence between the Executive and the Verifier;
- Complainant message logs from the Level 2 provider; and
- The breach letter of 21 April 2016 and the Level 2 provider's response of 11 May 2016 including attachments; and
- Further correspondence between the the Executive and the Level 2 provider dated 11 May 2016 to 18 May 2016 including attachments.

SUBMISSIONS AND CONCLUSIONS

ALLEGED BREACH 1

Paragraph 4.2.4 – Provision of false information to PhonepayPlus

"A party must not knowingly or recklessly conceal or falsify information, or provide false or misleading information to PhonepayPlus (either by inclusion or omission)."



1. The Executive asserted that the Level 2 provider had breached paragraph 4.2.4 of the Code as message logs supplied by the Level 2 provider were false. The Executive asserted that the failed chargeable Service messages listed in the Level 2 provider message logs were not sent (or attempted to be sent) to complainants.

The Executive relied on correspondence exchanged with the Level 2 provider, the Level 1 providers, complainant accounts (which are referenced in the 'Background' section above), complainant questionnaire responses and text message logs.

The Executive noted that the complaints received by PhonepayPlus following the Track 1 procedure spanned the period between March 2015 to April 2016. Further, it noted from complainant text message logs supplied by the Level 2 provider that the apparent opt-in date for those complainants was consistently shown in all message logs as occurring between August 2014 and November 2014 regardless of when the complaint was received. Yet in the complainant message logs, the date of the first successfully charged Service message was significantly later than the purported date of Service opt-in.

As set out in the 'Background' section above, the Executive noted that it was common for complainant text message logs to show several months of failed chargeable Service messages prior to the issuing of successfully charged Service messages. The Executive understood that consumers that only received failed messages following their opt-in would not have been charged. A summary of three example message logs is provided below:

Level 2 provider message log for mobile number *****725

The Executive noted that the provided log showed that the initial opt-in to the Service occurred on 4 September 2014. The subscription confirmation message stated:

"FreeMsg: Welcome to urSexyBabes vid subscription service!£3/ week Need help? 01616603316. Text stop to 85085 to unsubscribe.18+ SP.Vsms"

The Executive noted from the message logs supplied by the Level 2 provider that the status of the Service messages were variously described as 'FAILED', 'BILLED', 'ACCEPTED' or 'SENT'. The Executive requested clarification regarding the message statuses. The Level 2 provider supplied the following information:

"FAILED – After a period of time when our system does not receive a delivery receipt then our system changes the message status from SENT to FAILED.

BILLED – We have received a positive delivery receipt stating that a message has landed on a handset.

ACCEPTED – Our system is telling us that it has attempted to send a relevant premium / bulk message and we are awaiting the according delivery receipt."



The Level 2 provider later clarified that messages listed as 'SENT' were pending, as a positive message delivery receipt had not been received from its aggregator, meaning that the messages had not been received by consumers.

The Executive noted that following the above entry in the message log, the status of all chargeable Service messages on shortcode 85085 were listed as either 'FAILED', 'ACCEPTED' or 'SENT' until 15 March 2015. The first Service message listed as 'BILLED' was on shortcode 85085 and was delivered on 15 March 2015, more than six months after the purported opt-in date.

Level 2 provider message log for mobile number *****344

The Executive noted that the provided log showed that initial opt-in to the Service occurred on 18 September 2014. The subscription confirmation message stated:

"FreeMsg: Welcome to urSexyBabes vid subscription service!£3/ week Need help? 01616603316. Text stop to 85085 to unsubscribe.18+ SP.Vsms"

The Executive noted that following the above entry in the message log, the status of all chargeable Service messages on shortcode 85085 were listed as either 'FAILED', 'ACCEPTED' or 'SENT' until 13 March 2015. The first message listed as 'BILLED' was on shortcode 85085 and was delivered on 15 March 2015, almost six months after the purported opt-in date.

Level 2 provider message log for mobile number *****971

The Executive noted that the provided log showed that initial opt-in to the Service occurred on 3 October 2014. The subscription confirmation message stated:

"FreeMsg: Welcome to urSexyBabes vid subscription service!£3/ week Need help? 01616603316. Text stop to 69119 to unsubscribe.18+ SP.Vsms"

The Executive noted that following the above entry in the message log, the status of all chargeable Service messages on shortcode 69119 were listed as either 'FAILED', 'ACCEPTED' or 'SENT' until 3 January 2015. The first message listed as 'BILLED' was on shortcode 69119 and was delivered on 10 January 2015, almost four months after the purported opt-in date.

The Executive relied on further examples of message logs supplied by the Level 2 provider which contained failed chargeable Service messages in the period immediately after the consumer's purported opt-in, followed by successfully delivered chargeable messages a significant period of time later.

The Executive contacted the Level 1 providers for a sample of complainant message logs. Although the logs provided by the Level 2 provider revealed a purported opt-in on Service



shortcodes followed by a series of failed messages, the message logs received from the Level 1 providers did not mirror those supplied by the Level 2 provider.

The Executive noted that, of the 15 messages logs provided by IMImobile, none of the logs showed an opt-in date matching that provided in the Level 2 provider's log. In the case of three of the MSISDNs, IMImobile confirmed that they had no details for mobile numbers interacting with the Service.

The Executive noted that, of the 15 messages logs requested from Fonix, none of the logs showed an opt-in date matching that provided in the Level 2 provider's log.

The Executive noted that the logs supplied by Veoo confirmed that the first chargeable Service message on the Level 2 provider logs generally occurred after the Service had migrated to Veoo.

In order to obtain further clarification on the message failure issue, the Executive contacted Mobile Enterprise Ltd (the “**Verifier**”) which has access to mobile data held by the Mobile Network operator Vodafone Limited (“**Vodafone**”). The Verifier was sent a sample of 8 Vodafone complainant mobile numbers and was requested to supply message logs showing the interaction between the Service and the complainants’ mobile numbers. The Executive noted from the 8 message logs supplied by the Verifier that generally the first message log entry occurred on the same date that successfully charged Service messages are shown within the Level 2 provider messages logs, and that no failed messages are shown in the period after the purported opt-in. For example the Verifier log for *****725 listed the first Service message on 15 March 2015, and the Verifier log for *****344 listed the first Service charge on 15 March 2015.

The Executive noted that the Verifier had previously confirmed that messages sent from the Service shortcodes that failed would appear on its message logs. Similarly, IMImobile had confirmed that all chargeable messages (attempted and successful) would appear in its text message logs. In light of this, the Executive asserted that the failed attempts to send the chargeable Service messages (as shown on the Level 2 provider’s message logs) did not occur.

Furthermore, the Executive directed the Level 2 provider to provide an explanation for the high failure rate of chargeable Service messages. On 3 December 2015 the following response was received from the Level 2 provider:

“Messages can fail for a number of reasons including:

- 1. Message not landing on handset.*
- 2. Handset out of Range.*
- 3. Network Disruption.*
- 4. Technical Integration set up incorrectly.*
- 5. Internal server disruption.*



6. *Internal server delay / server overworked.*
7. *Incorrect message settings between varying aggregators.*
8. *Insufficient funds for handset.*
9. *Incorrect Delivery Receipts passed to us.*
10. *Incorrect network information.”*

The Executive also made enquiries to IMImobile and Fonix regarding the high failure rate of chargeable Service messages. Although Veoo provided a response, most of the failed messages occurred on the IMImobile and Fonix shortcodes, and therefore it was not able to provide a comprehensive response on the issue. The responses from IMImobile and Fonix are located below.

IMImobile response:

“There are a number of reasons that the messages may be routinely failing such as:

- *Failure at Network Level;*
- *Insufficient Credit;*
- *Subscriber blocked from Network or Level 1 provider level; and*
- *Message expired at Operator.*

The Level 2 provider would have received the Delivery Receipts for the messages that were failing, which would have detailed the reasons.

Our Technical Support Group team ... looked in detail at the Level 2 provider’s traffic that went across the IMImobile platform [graph supplied]. “

Fonix response:

“We have looked at delivery rates for the past 6 full months for this service and can see that 29% of billed messages delivered. 32% failed due to an ‘unknown error’ (we do not receive specific detailed information on failures from some of the mobile network operators but this generally means lack of funds), 27% failed due to confirmed insufficient funds. The remainder failed for various reasons including barred handsets and unreachable MSISDNs.”

The Executive put forward the Level 2 provider’s reasons for message failures to IMImobile and Fonix and asked the Level 1 providers to confirm if failed messages would appear on the message logs that they provided. IMImobile responded as follows:

*“It is correct that if messages were issued but failed then they would be listed in the message logs attached. An example can be seen in *****112 attached.*

...The things that really concern us are ‘unknown subscriber’ which is an indication that the client(s) do not know which network the consumer on and raises concern, but as you can see

from the attached this is very low with successfully delivered and 'insufficient credit' being the main statuses – see Vision capture attached.”

Fonix provided the following response:

“I can confirm that if a message fails to deliver, the failed message would still be listed in message logs produced by us and will have the status 'failed'. During the period that we contracted with Vision SMS, I can confirm we did not have any correspondence regarding failed messages or issues affecting message delivery with the Level 2 Provider. The failure rate was not considered a concern as it was in line with other weekly subscription services that we run.”

The Executive noted that the Level 2 provider did not identify that there actually was a technical fault that caused chargeable service messages to fail in the case of each of the complainants before arriving on the Level 1 providers' platforms, nor provided any evidence of such a fault. Moreover the Executive noted that the Level 2 provider's logs for the complainants show message failures occurring over lengthy periods. Additionally, the Executive submitted that technical faults would not explain the discrepancies between the logs where message statuses indicated that such messages were accepted by the Level 1 provider's platform. Consequently for the reasons stated above, the Executive submitted that the possible explanations for the failed messages provided by the Level 2 provider did not explain the discrepancies between the logs for the complainants.

Further, the Executive referred to the complainant accounts, and the complainant responses to the Executive's questionnaire, both of which are referenced in the 'Background' section above. The Executive considered it was highly unlikely that the complainant accounts, and those complainants who responded to the complainant questionnaire stating that they never interacted with the Service website, were unfounded.

The Executive noted from the previous Track 1 procedure that the Level 2 provider asserted that it had had issues with implementing third party verification in relation to consent to charge. The Track 1 procedure was created in part to address the issue of consent to charge that had occurred during the third and fourth quarters of 2014. The Executive noted however that it continued to receive complaints about consent to charge well into the third quarter of 2015. The Executive's view was that by inserting failed messages into logs and creating artificial opt-in dates in the period prior to closure of the Track 1 procedure, the Level 2 provider had attempted to persuade the Executive that a consent to charge breach arose only in a limited period, and that the scope of such a breach was confined to a lack of independent third party verification, as opposed to a wider allegation of unsolicited charges.

In response to questioning by the Tribunal, the Executive stated that the investigation had taken some time due to the volume of cases it had been working on, and the need to complete the investigation against the Level 2 provider.



In response to questioning by the Tribunal regarding inaccuracies highlighted by the Level 2 provider, the Executive accepted the Level 2 provider was right to identify certain inaccuracies in the breach letter, and accordingly the Executive had responded in a letter of 13 May to acknowledge some errors and correct inaccuracies, so that the case submitted to the Tribunal was presented correctly. Referring to the complaint from MSISDN *****221, the Executive had acknowledged the Level 2 provider's position and accepted it was for the Tribunal to determine what weight to place on this complaint. In relation to the questionnaire response for MSISDN *****971, the Executive explained that this was a mislabelling error and one of the two responses should have been stated to be in respect of MSISDN *****696.

In light of the evidence provided by IMI mobile, Fonix and the Verifier, the Executive considered that the message logs supplied by the Level 2 provider were incorrect, and the Executive had been provided with false information.

The Executive asserted that, for the reason stated above, the Level 2 provider had provided false or misleading information to PhonepayPlus during the Executive's investigation into the Service. Accordingly, the Executive asserted that the Level 2 provider had breached paragraph 4.2.4 of the Code.

2. The Level 2 provider denied the alleged breach.

The Level 2 provider stated that it had been working with PhonepayPlus very closely for a number of years now, and had at every stage strived to provide on request as much detail as possible on every question asked. The Level 2 provider stated that it came as somewhat of a surprise to now find that it was facing a potential breach for supplying evidence that was not correct. The Level 2 provider stated that it had provided as much detail as possible. The Level 2 provider stated that when it had presented the requested evidence that it had provided refunds on 26 February 2016 and heard nothing further, it had believed the case had been closed. It stated that in correspondence within this case, and the Track 1 procedure, it had found implementing Pinchecked (third party verification) on its platform a very difficult process, as it had been promoting such a range of services including chat / pictures / video downloads. The Level 2 provider submitted that with this constant referral to PhonepayPlus, it was not easy for it to integrate and promote services, particularly in the period of August 2014 to November 2014 when this was getting completed. The Level 2 provider stated that this had led to several campaigns and subscribers entering into its systems but not receiving the correct messages although being able to access the content that they had opted in to enjoy. The Level 2 provider stated that, like every business that spots an issue that has potentially lost revenue, it took steps to collect these revenues by identifying the numbers and correcting the issues.

The Level 2 provider submitted that the focus of this investigation seemed to be on Failed Messages and Sent Messages. The Level 2 provider noted that, as it had been in the market for a number of years, over these years it had sent back many logs that had shown a high number of failures yet this had never been raised with it before. The Level 2 provider stated



that it had even as part of this investigation had confirmation from IMImobile that *“it is worth pointing out that, for some reason, this clients failure rates were much less than the other former clients that PhonepayPlus have investigated. This was very much the odd one out when it came to failures.”* The Level 2 provider stated that if it was attempting to send messages to a service that had been set up incorrectly (as it had stated on a number of occasions), then when its server attempted to send this message, it would appear as Sent / Failed on its server logs until it got the appropriate receipt, or if it had left its server and not reached the Level 1 provider, it would not receive any receipt. The Level 2 provider stated this had been acknowledged by all its aggregators as a very small issue but it seemed PhonepayPlus had focused on this and not listened to any explanation or reasoning from any Level 1 provider or Level 2 provider. The Level 2 provider pointed out that there were a number of mistakes and inconsistencies in the breach letter and stated that it considered there was an agenda towards it.

The Level 2 provider had presented a subscriber breakdown from July 2014 to January 2016 which totalled the amount to 42,605 subscribers. The Level 2 provider noted that there had only been 8 Vodafone complaints which PhonepayPlus had based a breach around. The Level 2 provider considered that at no stage had this been an investigation, rather it had been a process against the company. The Level 2 provider noted that there was an inaccuracy in the breach letter regarding MSISDN *****971. The Level 2 provider considered that, basing the case on 8 logs where *“generally the first message occurs”* was not proper evidence that it had attempted to falsify logs. The Level 2 provider submitted that on the contrary it showed on the whole that of the 42,605 subscribers it had had, it had been running a very successful service with a minimum of complaints.

The Level 2 provider considered that the evidence the Executive had submitted was weak. The Level 2 provider noted that there were only 8 examples, which had inaccuracies, the total inconsistencies of the questionnaire and the number of people it was sent to, and the written evidence from its aggregators that they believed there was only a small number of failure messages. The Level 2 provider stated that it had provided 10 accurate reasons that messages could fail anywhere down the chain, and yet all of these had been dismissed by PhonepayPlus. The Level 2 provider submitted that there was no case to answer, as no reasonable investigation had taken place.

In informal representations, the Level 2 provider referred to two letters it had sent to the Executive on 11 May and 18 May 2016. The Level 2 provider wished to highlight a few vital errors in the breach letter.

These were that, firstly, the Executive had referred to shortcode 89880 as a shared code, when it was in fact dedicated to the Level 2 provider. The Level 2 provider also identified that the Executive had stated that on 19 November 2015 it had contacted 106 complainants with the consumer questionnaire, however at the end of November there were only a total of 91 complaints. The Executive had later stated that the questionnaire was actually sent on 24 February 2016.



The Level 2 provider accepted that the Executive had responded in a letter of 13 May to correct these inaccuracies, however submitted that it believed in light of these inaccuracies that there were more inaccuracies in the evidence. The Level 2 provider submitted that the number of inaccuracies was very frustrating and it had spent lots of time trying to correct inaccuracies. The Level 2 provider submitted this was unacceptable. The Level 2 provider submitted that the information presented overall was therefore very questionable, flawed and not to be relied upon. The Level 2 provider submitted that there was such inaccuracy and lack of precise evidence that the questionnaire should be removed from evidence.

The Level 2 provider also referred to the complaint in respect of shortcode *****221, which referred to a service received by a 14 year old girl. The Level 2 provider submitted that this MSISDN had never been sent a message by them, yet was quoted in the alleged breach. In response to questioning from the Tribunal, the Level 2 provider accepted that it had only analysed the logs sent over, and had highlighted this one complaint as an example because the case had come to a point very quickly, though the Level 2 provider accepted the investigation had been going on for over a year. The Level 2 provider stated that it would be able to produce logs for other aggregators and networks which showed inconsistencies. The Level 2 provider stated that it simply pulled its logs from its database when requested, and it was unable to know if there were inconsistencies until it was shown the Level 1 provider or network logs.

The Level 2 provider submitted that the Executive had acknowledged that this number didn't receive anything from the Level 2 provider. The Level 2 provider submitted that it felt it was not getting a fair hearing as the Executive had not corrected this inaccuracy. The Level 2 provider submitted that the Executive had not corrected this inaccuracy in the Tribunal bundle and the failure to correct an error which reflected badly on the Level 2 provider showed bias. The Level 2 provider submitted that it was unfair for the Executive to correct its own mistakes but not correct the mistakes made by the Level 2 provider in evidence.

The Level 2 provider stated that it could take issue with complaints for other MSISDNs, but this was the example it had as this was an example used by the Executive.

The Level 2 provider also referred to an inaccuracy in the consumer questionnaire results in which two separate consumer response were both stated to have been in respect of MSISDN *****972.

The Level 2 provider submitted that it had operated in the market for a number of years, and in this time the Executive had seen a large number of logs that have always shown "failed" messages, and queried why this was suddenly an issue for the Executive. The Level 2 provider referred to the emails from Fonix and from IMImobile in which they had confirmed that there was not a major issue with failed messages in respect of the Level 2 provider.

The Level 2 provider referred to the Verifier logs for *****197 and noted that it had received a delivery status which its systems was showing as “ACCEPTED” yet on the Verifier and Level 1 provider log showed as “billed.” The Level 2 provider noted that there was no positive delivery receipt for 2 messages sent on 27 February 2015 or 31 December 2014 which showed in its logs, yet IMI mobile had a positive delivery receipt and Vodafone showed a positive delivery receipt. Despite this, the Level 2 provider had never received a positive delivery receipt from IMI. The Level 2 provider submitted that this showed its systems could only produce when required the logs with the information on delivery receipt which it was given, and that there were inconsistencies in the message chain and flow.

The Level 2 provider submitted that for a message to be sent, there were several stages and it was quite clear that at any stage, particularly at the Verifier stage, a delivery receipt can get changed.

In response to questioning from the Tribunal about whether it had obtained evidence from its server provider regarding the possibility of a technical reason to explain the inconsistencies in the logs, the Level 2 provider accepted it had not done this. The Level 2 provider stated it had put forward ten possible reasons which may account for the differences. The Level 2 provider stated it rented the server off its provider, and throughout that period it had experienced issues, such as the server failing or going offline. The Level 2 provider stated that when this happened it had to rebuild its server and this took a lot of time, and this could be seen on lots of notes with its server provider. The Level 2 provider submitted that it had had to almost start from scratch with copies of the database, and at any stage if it copied data from one place to another, if there was even a slight error with a comma, this can have an effect. The Level 2 provider accepted that it had not investigated this fully; it considered it to be one potential reason for the inconsistencies in the logs. The Level 2 provider accepted that it had not provided evidence of this, though stated it could do so.

In response to questioning from the Tribunal about what steps it had taken in relation to the other potential causes of inconsistencies it had identified, the Level 2 provider stated it looked to test the Service on various different handsets and different MNOs regularly. The Level 2 provider stated that Veoo provided it with a MSISDN ping service so it could review its database to make sure it was still accurate and the network information was correct.

In response to questioning from the Tribunal about how the Level 2 provider said its position had been prejudiced by what it stated were inaccuracies in the Executive’s case, the Level 2 provider submitted that for the panel to be presented with evidence that was incorrect put it on the back foot immediately and reflected badly on it.

The Level 2 provider submitted that it had in fact tried to operate the Service within PhonepayPlus guidelines.

3. The Tribunal considered the Code and all the evidence before it, including the submissions made before and during informal representations.

The Tribunal considered the Level 2 provider's submissions regarding the inaccuracies in the Executive's evidence. The Tribunal commented that this hearing procedure allowed the Level 2 provider to present its issues with the Executive's evidence to the Tribunal for their consideration, and the Tribunal's function included disregarding evidence which it determined was incorrect.

In relation to MSISDN *****221, the Tribunal noted that the Level 2 provider submitted that the Executive had acknowledged that this number didn't receive anything from the Level 2 provider. The Tribunal noted that the Executive had not in fact made any such acknowledgement; however in light of the fact that there was no log in evidence for this MSISDN, the Tribunal decided to disregard this complaint in the circumstances of this case.

In relation to the questionnaire evidence regarding *****971, the Tribunal accepted that this was probably a simple labelling mistake but determined in the circumstances of this case that it would not give any weight to the two responses labelled as being in respect of *****971. In light of the evidence from the Level 1 providers that if billing messages from the Level 2 provider had failed between the Level 1 providers and the consumer for possible reasons given by the Level 2 provider, then they would still appear on the Level 1 providers' logs, it was unnecessary for the Tribunal to pay significant regard to the questionnaire evidence in any event.

The Tribunal noted that the Executive had corrected some other errors in correspondence prior to the Tribunal. The Tribunal noted that the Level 2 provider did not dispute the corrections made.

The Tribunal would disregard specific evidence as stated above where it had found the Level 2 provider's submissions to be well founded, but would take into consideration the other evidence submitted by the Executive. The Tribunal did not consider that certain errors in the Executive's case meant that the case or procedure, up to and including the hearing, was flawed or biased as a whole.

Having considered the Executive's evidence, including in particular the nature of the complaints, the discrepancies between the Level 2 provider's logs and the Level 1 provider and Verifier logs, and the relevant correspondence, the Tribunal found that there was sufficient cogent evidence to show, on a balance of probabilities, that the Level 2 provider had produced inaccurate message logs which it had submitted to the Executive.

The Tribunal then considered whether the material submitted by the Level 2 provider explained the discrepancies between the logs produced by the Level 1 providers and the Level 2 provider, and undermined the case which had been advanced by the Executive.

The Tribunal accepted that if Level 2 providers sent messages to a Level 1 provider but the messages never reached their platform, then those messages would not show in the Level 1 provider's message logs and in turn would not show in the Verifier's message logs. The



Tribunal did not consider that this alone was sufficient to explain the pattern shown in evidence of consistent message failure over lengthy periods for specific consumers, nor the discrepancies between the logs of the Level 2 provider and Level 1 provider. The Tribunal considered that although the Level 1 providers had commented that the Level 2 provider did not have a major issue with failed messages, this comment would be based on the messages they had received, and the issue here was that the Level 2 provider's logs showed messages which were not present on the Level 1 providers' logs.

The Tribunal gave consideration to the potential reasons for message failure which had been put forward by the Level 2 provider.

The Tribunal considered that the possibilities the Level 2 provider had described did not credibly explain (where there were discrepancies between the Level 1 provider and Level 2 provider's logs) the pattern of consistent message failure over lengthy periods for specific consumers, nor was this pattern credibly explained by any other reasons put forward by the Level 2 provider. The Tribunal noted that the Level 2 provider had admitted that it had not done checks with its server provider to verify what (if anything) had happened with messages when there were issues, nor provided the Tribunal with any evidence of this which might enable the Tribunal to conclude the discrepancies in the logs could all be explained by the reasons which had been put forward. The Tribunal considered that the Level 2 provider had not supplied corroborating evidence to establish that any of the potential issues it had submitted had actually happened, and (alone or in combination) were sufficient to explain the discrepancies between the Level 2 provider's logs and the Level 1 provider (and Verifier) logs in respect of the complainants.

The Tribunal considered that neither the inaccuracies in the evidence presented by the Level 2 provider, nor the evidence it had disregarded as a result, would affect this determination. The Tribunal considered that, even having disregarded the evidence as stated above, there remained sufficient evidence in the Executive's case to support its allegations regarding the inconsistencies between the message logs, and the Level 2 provider had not sufficiently answered these allegations.

Therefore, having had regard to the facts of the case, the Tribunal did not consider that the Executive's case that the reason for the inaccuracy of the logs provided by the Level 2 provider was that they were false (the burden of proving such remaining on the Executive on the balance of probabilities) was undermined by the material submitted by the Level 2 provider. The Tribunal was required to balance the evidence before it, and considered that the Level 2 provider's case on the impact of the potential reasons explaining these message failures was largely based upon assertions.

Consequently, the Tribunal was satisfied, on the balance of probabilities, for the reason advanced by the Executive, that the Level 2 provider had knowingly provided false and misleading information to the Executive. Accordingly, the Tribunal upheld a breach of paragraph 4.2.4 of the Code.

Decision: UPHELD

ALLEGED BREACH 2

Rule 2.3.3 – Consent to Charge

“Consumers must not be charged for premium rate services without their consent. Level 2 providers must be able to provide evidence which establishes that consent.”

1. The Executive asserted that the Level 2 provider had breached rule 2.3.3 of the Code as consumers had been charged without their consent and the Level 2 provider had been unable to provide evidence which established that consent.

The Executive asserted that, as noted in the alleged breach of paragraph 4.2.4, complainant message logs supplied by the Level 2 provider, which purported to demonstrate that consumers opted-in to the Service in a period when the Level 2 provider did not have operational robust verification of consent to charge, were false.

The Executive noted that the Verifier had provided 8 message logs to the Executive, and that correspondence with the Verifier indicated that attempts to deliver chargeable Service messages which failed would appear in its message logs. The Executive noted an example of this was found in the Verifier message log for mobile number *****725. The log showed that a chargeable message failed to be delivered on 20 March 2015. The Executive noted that the purported opt-in date within the Level 2 provider’s message log was 4 September 2014. However, the first message to appear on the Verifier message log was recorded on 15 March 2015.

The Executive asserted that this evidence supported its contention that entries in the Level 2 provider’s complainant message logs which showed earlier failed messages, but which were not reflected in the Level 1 provider or Verifier’s logs, must therefore be false.

As noted in the alleged breach of paragraph 4.2.4, the Executive requested that IMImobile provide message logs for 15 complainants. IMImobile provided message logs that did not correspond with those which were supplied by the Level 2 provider. The Executive requested that Fonix provide message logs for 15 complainants. Fonix provided message logs that did not correspond with those which were supplied by the Level 2 provider. In the case of three complainants, IMImobile confirmed that the MSISDNs did not appear on its system.

As referenced earlier in the alleged breach of paragraph 4.2.4, the Level 2 provider provided ten reasons why the Service messages may be routinely failing. However, taking into account the responses received from IMImobile, Fonix and the responses to the complainant questionnaire, the Executive asserted that no credible explanation has been provided as to why the Level 2 provider logs for complainants show almost all Service messages failing, but the Level 1 provider and Verifier logs do not reflect such failed messages.



In addition the Executive noted that the Level 2 provider had not stated that an issue had occurred on its system nor provided evidence of such an issue. The Executive therefore concluded that there had not been a message failure issue and that Service messages listed in the Level 2 provider message logs were not sent (or attempted to be sent) to complainants. Accordingly, the Executive submitted that as the complainant message logs provided by the Level 2 provider purportedly showing consumers' opt-ins to the Service were false, there was no valid evidence of opt-in to the Service and accordingly the complainants could not have consented to Service charges.

As noted in the alleged breach of paragraph 4.2.4, the Executive's view was that by inserting failed messages into logs and creating artificial opt-in dates in the period prior to closure of the Track 1 procedure, the Level 2 provider had attempted to persuade the Executive that the consent to charge breach arose only in a limited period, and that the scope of the breach was confined to a lack of independent third party verification rather than a more serious allegation of unsolicited charges.

Further, in any event the Level 2 provider had charged consumers in the period after 9 January 2015 whilst knowing that it did not have the required robust third party verification of consent to charge in respect of those consumers. Even if consumers had opted-in prior to this date, at the time the charges were made, the Level 2 provider was aware that it did not hold the required robust third party verification of consent to charge for those consumers.

For the reasons set out above the Executive asserted that the Level 2 provider did not have consent to charge complainants. Accordingly, the Executive submitted that the Level 2 provider has acted in breach of rule 2.3.3 of the Code.

2. The Level 2 provider denied the alleged breach. The Level 2 provider submitted that the Executive had over the last few years seen most of the services that it promoted, including during the Track 1 procedure where it had investigated every aspect of its WAP service. The Level 2 provider submitted that the Executive agreed that the level of verification had to be strengthened but accepted that the subscribers had opted into its service, which was why the Track 1 procedure was closed. The Level 2 provider submitted that to state that it had breached the Code for a Service that already had a completed Track 1 procedure in regards to consent to charge was inaccurate and an attempt to guide the Tribunal into a line of thinking that was wrong. The Level 2 provider submitted that it had been very open in relation to its consent to charge, and after the Track 1 procedure, had confirmed that it continued to promote its Pinchecked service, bringing in over 300 subscribers. The Level 2 provider stated that it had implemented several new services with IMI mobile that were operated via Payforit, both of which had the correct level of verification required, and these were the only 2 services promoted since the completion of the Track 1 procedure.

The Level 2 provider referred to the Executive's statement that *"in any event the Level 2 provider has charged consumers in the period after 9 January 2015 whilst knowing that it did not have the required robust third party verification of consent to charge in respect of those*



consumers. Even if consumers had opted-in prior to this date, at the time the charges were made, the Level 2 provider was aware that it did not hold the required robust third party verification of consent to charge for those consumers.” The Level 2 provider submitted that this statement was only designed to influence the thinking of the Tribunal to one conclusion. The Level 2 provider considered that it was alarming that the regulatory body could look to breach it for something that it had themselves viewed and closed in a previous Track 1 procedure. The Level 2 provider believed that in any Court of law this would be instantly thrown out as they had already investigated the Service previously.

The Level 2 provider referred to the Verifier logs for *****197 and noted that it had received no positive delivery receipt for 2 messages sent on 27 February 2015 or 31 December 2014 which showed in its logs, yet IMI mobile had a positive delivery receipt and Vodafone showed a positive delivery receipt. The Level 2 provider stated that it was awaiting confirmation from IMI mobile for the delivery status of the messages sent that they provided to it.

The Level 2 provider submitted that it had demonstrated by sending over a full breakdown of refunds that if a subscriber was not happy with the Service for any reason, it would issue them with a full refund. The Level 2 provider submitted it could confirm for the majority of complaints this had been the case, and would continue to be for anyone that contacted it directly and was unhappy with any of its services.

The Level 2 provider maintained that at no stage had it inserted any form of messages into its logs. The Level 2 provider referred to the examples of at least 10 legitimate reasons in the chain as to why messages fail. The Level 2 provider submitted this can also be a big reason as to why messages vary from the MNO / Level 1 / Level 2 providers. The Level 2 provider referred to internal server disruption and internal server delay / server overwork as potential reasons for message failures. The Level 2 provider submitted that if either of these were an issue even over a small period of time, it could badly affect its billing system and lead to issues with its server. The Level 2 provider submitted that it had seen this a number of times and had to work with its server provider to fix these problems.

The Level 2 provider submitted that there were too many inaccuracies in the breach letter and considered that a number of aspects had not been investigated but rather it had been put through a process intended to reflect badly on it.

In informal representations, the Level 2 provider referred to its submissions in respect of the alleged breach of para. 4.2.4 of the Code.

3. The Tribunal considered the Code and all the evidence before it.

The Tribunal noted that the Level 2 provider had supplied one example in which a log had shown different statuses in the Level 2 provider and Level 1 provider message logs. The Tribunal accepted the general proposition that there may from time to time be technical issues in given message transmissions. However the Tribunal did not find that this one example



addressed the issue of messages appearing in the Level 2 provider logs but not the Level 1 provider logs, nor did it address the issue of Level 2 provider logs showing consistent message failure for a long period for complainants.

The Tribunal referred to its previous findings regarding breach of para. 4.2.4. The Tribunal found that there was no reliable evidence that complainants referred to in this case had consented to be charged for the Service by opting in to the Service (prior to the conclusion of the Track 1 procedure, or at all).

The Tribunal noted the Level 2 provider's submissions that the Track 1 Action Plan had already addressed the issue of consent to charge. The Tribunal noted that the complainants in this case had contacted the Executive in relation to charges which they had started receiving after the conclusion of the Track 1 procedure. The Tribunal noted that the Level 2 provider had charged consumers in the period after 9 January 2015 whilst knowing that it did not have the required robust third party verification of consent to charge in respect of those consumers. Accordingly the breach of charging without the Level 2 provider holding evidence of consumer consent had occurred after the Track 1 procedure had been concluded. The Tribunal considered that the requirement to hold robust and verifiable evidence of consent before charging consumers was an ongoing requirement imposed by the Code. The Tribunal did not consider that the Level 2 provider's response and submissions provided a defence or an adequate explanation for why the Level 2 provider had charged consumers without holding robust evidence of their consent.

Consequently, for the reasons advanced by the Executive, on the balance of probabilities, the Tribunal was satisfied that the Level 2 provider had not provided evidence which established consumers' consent to be charged for the Service, and that consumers had been charged without their consent. Accordingly, the Tribunal upheld a breach of rule 2.3.3 of the Code.

Decision: UPHELD

SANCTIONS

Initial overall assessment

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

Paragraph 4.2.4 - Provision of false information to PhonepayPlus

The initial assessment of paragraph 4.2.4 of the Code was **very serious**. In determining the initial assessment for this breach of the Code the Tribunal applied the following criteria:

- The Level 2 provider deliberately supplied false and misleading information to PhonepayPlus.

Rule 2.3.3 – Consent to charge



The initial assessment of rule 2.3.3 of the Code was **very serious**. In determining the initial assessment for this breach of the Code the Tribunal applied the following criteria:

- The Level 2 provider charged consumers without having reliable evidence of consent to charge; and
- The case had a clear and highly detrimental impact on consumers.

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

Final overall assessment

In determining the final overall assessment for the case, the Tribunal took into account the following aggravating factor:

- The Level 2 provider had previously been subject to a Track 1 procedure, which had included requirements regarding consent to charge.

In determining the final overall assessment for the case, the Tribunal took into account the following mitigating factor:

- There was evidence that some complainants had been refunded by the Level 2 provider, though this had not been verified by the Executive.

The Tribunal did not consider that the inaccuracies identified in the case submitted to the Tribunal were a mitigating factor, but did recommend that if the Executive invoiced the Level 2 provider for an administrative charge, this charge should be reduced by 3 hours of investigator's time to take account of the work occasioned in correcting the inaccuracies.

The Level 2 provider's evidenced revenue in relation to the Service in the period from January 2015 to January 2016 was in the range of Band 2 (£500,000 to £999,999).

Having taken into account the circumstances of the case, the Tribunal concluded that the seriousness of the case should be regarded overall as **very 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 £250,000;



- a requirement that the Level 2 provider remedy the breach by ensuring that it has robust verification of each consumer's consent to be charged before making any further charge to the consumer, including for existing subscribers to the Service; 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.

Administrative charge recommendation:

Full amount, subject to a reduction of 3 hours of investigation time

APPENDIX A

Date	Time	Shortcode / Number	Cost	State	Message
18/09/2014	17:20:36	85085	FREE	SENT	http://urseybabes.com/?usr=21b9d6271
18/09/2014	17:23:41		FREE	N/A	End User WAP link received, chargeable message / subscription activated and all content accessible. End User accepted terms and conditions by clicking 'ENTER SITE'
18/09/2014	17:23:46	85085	FREE	SENT	FreeMsg: Welcome to urseybabes vid subscription service!£3/ week Need help? 01616603316. Text stop to 85085 to unsubscribe.16- SPVsms
19/09/2014	17:14:25	85085	£1.50	FAILED	New videos available Full,unrestricted access to ALL content. call 01616603316 for Info.To access the hottest girls right now is only a click away SP Vsms.
19/09/2014	17:14:25	85085	£1.50	FAILED	http://urseybabes.com/?usr=bb631f053 Need help? 01616603316 to unsubscribe text STOP to 85085
26/09/2014	18:05:33	85085	£1.50	FAILED	http://urseybabes.com/?usr=bb631f053 Need help? 01616603316 to unsubscribe text STOP to 85085
26/09/2014	18:05:33	85085	£1.50	FAILED	New videos available Full,unrestricted access to ALL content. call 01616603316 for Info.To access the hottest girls right now is only a click away SP Vsms.
03/10/2014	20:17:14	85085	£1.50	FAILED	http://urseybabes.com/?usr=bb631f053 Need help? 01616603316 to unsubscribe text STOP to 85085
03/10/2014	20:17:14	85085	£1.50	FAILED	New videos available Full,unrestricted access to ALL content. call 01616603316 for Info.To access the hottest girls right now is only a click away SP Vsms.
10/10/2014	19:12:59	85085	£1.50	ACCEPTED	http://urseybabes.com/?usr=bb631f053 Need help? 01616603316 to unsubscribe text STOP to 85085
10/10/2014	19:12:59	85085	£1.50	ACCEPTED	New videos available Full,unrestricted access to ALL content. call 01616603316 for Info.To access the hottest girls right now is only a click away SP Vsms.
15/10/2014	18:56:17	85085	FREE	SENT	FreeMsg: U R currently subscribed to urseybabes.com for £3 per week until you send STOP to 85085. Need help call 01616603316
17/10/2014	18:24:48	85085	£1.50	FAILED	http://urseybabes.com/?usr=bb631f053 Need help? 01616603316 to unsubscribe text STOP to 85085
17/10/2014	18:24:48	85085	£1.50	FAILED	New videos available Full,unrestricted access to ALL content. call 01616603316 for Info.To access the hottest girls right now is only a click away SP Vsms.
24/10/2014	19:05:10	85085	£1.50	FAILED	http://urseybabes.com/?usr=bb631f053 Need help? 01616603316 to unsubscribe text STOP to 85085
24/10/2014	19:05:10	85085	£1.50	FAILED	New videos available Full,unrestricted access to ALL content. call 01616603316 for Info.To access the hottest girls right now is only a click away SP Vsms.
31/10/2014	19:02:24	85085	£1.50	FAILED	http://urseybabes.com/?usr=bb631f053 Need help? 01616603316 to unsubscribe text STOP to 85085
31/10/2014	19:02:24	85085	£1.50	FAILED	New videos available Full,unrestricted access to ALL content. call 01616603316 for Info.To access the hottest girls right now is only a click away SP Vsms.
07/11/2014	19:32:32	85085	£1.50	FAILED	http://urseybabes.com/?usr=bb631f053 Need help? 01616603316 to unsubscribe text STOP to 85085
07/11/2014	19:32:32	85085	£1.50	FAILED	New videos available Full,unrestricted access to ALL content. call 01616603316 for Info.To access the hottest girls right now is only a click away SP Vsms.
14/11/2014	17:47:53	85085	£1.50	ACCEPTED	http://urseybabes.com/?usr=bb631f053 Need help? 01616603316 to unsubscribe text STOP to 85085
14/11/2014	17:47:53	85085	£1.50	ACCEPTED	New videos available Full,unrestricted access to ALL content. call 01616603316 for Info.To access the hottest girls right now is only a click away SP Vsms.
15/11/2014	20:12:40	85085	FREE	SENT	FreeMsg: U R currently subscribed to urseybabes.com for £3 per week until you send STOP to 85085. Need help call 01616603316
21/11/2014	17:59:41	85085	£1.50	ACCEPTED	http://urseybabes.com/?usr=bb631f053 Need help? 01616603316 to unsubscribe text STOP to 85085
21/11/2014	17:59:41	85085	£1.50	ACCEPTED	New videos available Full,unrestricted access to ALL content. call 01616603316 for Info.To access the hottest girls right now is only a click away SP Vsms.
28/11/2014	18:57:26	85085	£1.50	FAILED	http://urseybabes.com/?usr=bb631f053 Need help? 01616603316 to unsubscribe text STOP to 85085
28/11/2014	18:57:26	85085	£1.50	FAILED	New videos available Full,unrestricted access to ALL content. call 01616603316 for Info.To access the hottest girls right now is only a click away SP Vsms.
05/12/2014	17:03:16	85085	£1.50	FAILED	http://urseybabes.com/?usr=bb631f053 Need help? 01616603316 to unsubscribe text STOP to 85085
05/12/2014	17:03:16	85085	£1.50	FAILED	New videos available Full,unrestricted access to ALL content. call 01616603316 for Info.To access the hottest girls right now is only a click away SP Vsms.
12/12/2014	18:09:55	85085	£1.50	FAILED	New videos available Full,unrestricted access to ALL content. call 01616603316 for Info.To access the hottest girls right now is only a click away SP Vsms.
12/12/2014	18:09:55	85085	£1.50	FAILED	http://urseybabes.com/?usr=bb631f053 Need help? 01616603316 to unsubscribe text STOP to 85085
15/12/2014	18:50:43	85085	FREE	SENT	FreeMsg: U R currently subscribed to urseybabes.com for £3 per week until you send STOP to 85085. Need help call 01616603316
19/12/2014	19:04:20	85085	£1.50	FAILED	http://urseybabes.com/?usr=bb631f053 Need help? 01616603316 to unsubscribe text STOP to 85085
19/12/2014	19:04:20	85085	£1.50	FAILED	New videos available Full,unrestricted access to ALL content. call 01616603316 for Info.To access the hottest girls right now is only a click away SP Vsms.
26/12/2014	18:41:24	85085	£1.50	FAILED	New videos available Full,unrestricted access to ALL content. call 01616603316 for Info.To access the hottest girls right now is only a click away SP Vsms.
26/12/2014	18:41:24	85085	£1.50	FAILED	http://urseybabes.com/?usr=bb631f053 Need help? 01616603316 to unsubscribe text STOP to 85085
02/01/2015	19:49:15	85085	£1.50	FAILED	http://urseybabes.com/?usr=bb631f053 Need help? 01616603316 to unsubscribe text STOP to 85085
02/01/2015	19:49:15	85085	£1.50	FAILED	New videos available Full,unrestricted access to ALL content. call 01616603316 for Info.To access the hottest girls right now is only a click away SP Vsms.
09/01/2015	18:46:24	85085	£1.50	FAILED	http://urseybabes.com/?usr=bb631f053 Need help? 01616603316 to unsubscribe text STOP to 85085
09/01/2015	18:46:24	85085	£1.50	FAILED	New videos available Full,unrestricted access to ALL content. call 01616603316 for Info.To access the hottest girls right now is only a click away SP Vsms.
15/01/2015	18:31:13	85085	FREE	SENT	FreeMsg: U R currently subscribed to urseybabes.com for £3 per week until you send STOP to 85085. Need help call 01616603316
16/01/2015	18:39:49	85085	£1.50	ACCEPTED	http://urseybabes.com/?usr=bb631f053 Need help? 01616603316 to unsubscribe text STOP to 85085
16/01/2015	18:39:49	85085	£1.50	ACCEPTED	New videos available Full,unrestricted access to ALL content. call 01616603316 for Info.To access the hottest girls right now is only a click away SP Vsms.
23/01/2015	18:05:50	85085	£1.50	FAILED	http://urseybabes.com/?usr=bb631f053 Need help? 01616603316 to unsubscribe text STOP to 85085
23/01/2015	18:05:50	85085	£1.50	FAILED	New videos available Full,unrestricted access to ALL content. call 01616603316 for Info.To access the hottest girls right now is only a click away SP Vsms.
30/01/2015	18:30:36	85085	£3.00	FAILED	New videos available call 01616603316 for Info.To access the hottest girls right now is only a click away SP Vsms.
06/02/2015	17:54:57	85085	£3.00	FAILED	New videos available call 01616603316 for Info.To access the hottest girls right now is only a click away SP Vsms.
13/02/2015	17:06:00	85085	£3.00	ACCEPTED	New videos available call 01616603316 for Info.To access the hottest girls right now is only a click away SP Vsms.
15/02/2015	20:04:37	85085	FREE	SENT	FreeMsg: U R currently subscribed to urseybabes.com for £3 per week until you send STOP to 85085. Need help call 01616603316
20/02/2015	18:38:44	85085	£3.00	FAILED	New videos available call 01616603316 for Info.To access the hottest girls right now is only a click away SP Vsms.
27/02/2015	17:38:58	85085	£3.00	ACCEPTED	New videos available call 01616603316 for Info.To access the hottest girls right now is only a click away SP Vsms.
06/03/2015	18:30:31	85085	£3.00	ACCEPTED	New videos available call 01616603316 for Info.To access the hottest girls right now is only a click away SP Vsms.
13/03/2015	17:32:19	85085	£3.00	FAILED	New videos available call 01616603316 for Info.To access the hottest girls right now is only a click away SP Vsms.
15/03/2015	18:31:57	85085	£3.00	BILLED	New videos available call 01616603316 for Info.To access the hottest girls right now is only a click away SP Vsms.
15/03/2015	20:12:45	85085	FREE	SENT	FreeMsg: U R currently subscribed to urseybabes.com for £3 per week until you send STOP to 85085. Need help call 01616603316
20/03/2015	20:22:26	85085	£3.00	BILLED	New videos available call 01616603316 for Info.To access the hottest girls right now is only a click away SP Vsms.
27/03/2015	17:15:12	85085	£3.00	BILLED	New videos available call 01616603316 for Info.To access the hottest girls right now is only a click away SP Vsms.
03/04/2015	17:55:43	85085	£3.00	BILLED	New videos available call 01616603316 for Info.To access the hottest girls right now is only a click away SP Vsms.
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