

**Case reference:** 71967  
**Level 2 provider:** Global Awareness Limited  
**Type of service:** Glamour video subscription service  
**Level 1 provider:** Veoo Ltd; Zamano Solutions Ltd; mGage Europe Limited  
**Network operator:** All Mobile Network operators

**This case was brought against the Level 2 provider under Paragraph 4.5 of the Code of Practice**

## Background

The case concerned five glamour video subscription services (the “**Services**”), which operate across seven different shortcodes. The Level 2 provider for the Services was Global Awareness Limited (the “**Level 2 provider**”). The Level 2 provider had been registered with the Phone-paid Services Authority (PSA) since 16 March 2012.

The Level 1 provider for Service shortcodes 85878, 78450 and 78113 was Zamano Solutions Limited (“**Zamano**”). Zamano had been registered with PSA since 3 June 2011. The Level 1 provider for Service shortcodes 82999, 88150 and 66111 was Veoo Limited (“**Veoo**”). Veoo had been registered with PSA since 17 August 2011. The Level 1 provider for Service shortcode 85250 was mGage Europe Limited (“**mGage**”). mGage had been registered with PSA since 31 December 2013.

## The Services

The Level 2 provider confirmed which shortcodes each Service operated on and the date of commencement.

- i. Shortcode 85878; Glam Vidzz Oct 2013
- ii. Shortcode 78450; 50shadeofgrey Feb 2015
- iii. Shortcode 82999; 2seduce/Glam Vidzz Jan 2015
- iv. Shortcode 88150 Glam Vids April 2013
- v. Shortcode 66111; 2seduce Aug 2015
- vi. Shortcode 65905; and 2seduce May 2014
- vii. Shortcode 78113 Russian Amateurs March 2015

The Executive noted that the Service “Russian Amateurs” also operated on shortcode 66111. The Service was registered on shortcode 66111 on 1 January 2016. It was stated by the Level 2 provider that the 2SeduceYou and Simply Erotic Services had both ceased operation. However Zamano confirmed that the Simply Erotic Service was still live as at 12 May 2016 (although with very insignificant traffic running through). All other Services were currently operational as at 9 December 2016.

The Executive noted from message logs supplied by the Level 2 provider that some users opted into a Service on a particular shortcode and were later migrated over to another Service shortcode. The Executive noted that these particular migrations were seen between shortcodes 85878 and all other shortcodes. In some cases, these users would also be migrated back to the

original "opt in" shortcode. The Executive further noted that the migration was a partial migration and not in respect of all users, and that the migration was staggered over a period of time.

The Level 2 provider supplied summaries and screen grabs of the intended operation of the Services, which are included at **Appendix A**.

### Summary of complaints

The Executive received 500 complaints concerning the Services between 25 March 2015 and 9 December 2016. Complainants variously alleged that the Service charges were unsolicited.

A sample of complainant accounts is provided below:

The service shows on your website as 'Entertainment - non-adult' but it was clearly advertising an adult service in its text message to me. I was disgusted to receive this message and even more outraged to find I had been charged £3 for receiving it!

I received a message completely out of the blue which invited me to click a hyperlink to see 'Russian amateurs'. I blocked the number on my phone and deleted the message. I have just received my phone bill to find that I have been charged £3 for receiving this message.

I have no idea what the texts I received were for. I thought they were a virus and deleted them immediately. I only realised there was a problem when I received a message from giffgaff telling me that my account balance had been topped up by £10. I only ever use that money when I'm abroad or to donate to charity.

I have been charged on the 13/02/16, 20/2/16, and 27/02/16 at £4.50 a time totalling £13.50 so far. I didn't even receive the text for the last charge as I'd already blocked the number after the text arrived on the 20th. Please can you help stop them charging me again and return my money? [sic]

1. I have just discovered from my bill that I am charged £3 per week with regards to this number. I dont know which is the service, or what do they do
2. I dont know the website. The name of the company, according to your information is Global Awareness
3. £2.5 per week + taxes
4. It has been happening at least the last 2 months, first value i see is 14th of august 2015 but not sure if there have been previous ones [sic]

I HAVE RECENTLY RECEIVED THESE RANDOM TEXT MESSAGES FROM GLOBAL AWARENESS LTD BUT MADE THE MISTAKE OF DELETING THEM IMMEDIATELY AND TEXTING BACK STOP .HOWEVER I WAS UNAWARE I WAS GETTING CHARGED FOR THEM. I SEEM TO GET THEM EVERY WEEK AND I HAVE REPORTED IT TO O2 WHO HAVE TOLD ME TO TEXT BACK STOP.WHICH I HAVE NOW DONE.I HAVE NEVER SUBSCRIBED TO THIS SERVICE AND HAVE NO IDEA WHERE THEY HAVE OBTAINED MY NUMBER FROM.IT SEEMS HARSH THEY CAN JUST START TEXTING ME AND CHARGING ME OUT OF THE BLUE. [sic]

I first received one of these messages on the 11th Dec 2015, but I deleted the first 3 as I just presumed it was a normal spam text.

It was only when I checked my phone bill that I could see that I'd been charged £3.75 for each message that they'd sent to me. So far I have been charged £15.00.

I have never signed up for any kind of service with them, and they aren't offering any services - I'm just being charged for the pleasure of them sending me an unsolicited text message that I never signed up for! [sic]

### Complainant responses to the Executive's questionnaire

During the preliminary investigation, the Level 2 provider was issued with requests for information requesting that it provide text message logs for the complainants. The Executive noted from a significant number of the text message logs supplied by the Level 2 provider that:

- complainants purportedly opted-in to the Service in the time period August – October 2014 (the “**Opt-in Period**”)
- there was a high failure rate of chargeable Service messages following the Opt-in Period on Service shortcodes supplied by Zamano, variously listed as ‘ACCEPTED’, ‘SENT’ or ‘FAILED’;
- message logs supplied by the Level 2 provider after September 2015 generally only described Service messages as ‘SENT’ and not ‘ACCEPTED’ or ‘FAILED’; and
- the delivery status for Service messages was unclear.

In light of the high number of failed messages identified by the Executive in the complainants' text message logs for the failed messages, on 11 May 2016 the Executive contacted 347 complainants [the total number of complainants with operational email addresses at that date] with the following series of questions:

1. Is the mobile phone that received the chargeable text messages on contract or pay-as-you-go?
2. 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?
3. 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)?

4. 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 Service promotions provided by the Level 2 provider, shown in **Appendix B**, and asked whether they recalled viewing and/or interacting with it or a similar service promotion.

As at 9 December 2016, the Executive had received responses to the questionnaire from 65 of the 347 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?	64 respondents confirmed they were on contract 1 respondent confirmed they were on 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?	The 1 respondent who stated they were on pay-as-you-go, advised they always had at least £3 credit on their 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)?	61 respondents advised that the mobile phone that was receiving chargeable messages was not regularly switched off and / or had no mobile signal	1 respondent did not respond to this question 3 respondents advised that they had experienced periods with no telephone signal and / or their mobile phone was switched off for long periods of time Out of those 3 respondents, 1 respondent confirmed that their phone was unusable due to it being broken; respondent no.33 Another respondent confirmed that their contract was not in use from February to October.
Please advise whether you transferred your mobile number between mobile telephone companies in the	60 respondents advised they had not transferred their	2 respondents did not respond to this question

<p>six months before your 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>mobile number between mobile telephone companies</p>	<p>3 respondents (numbers 45, 46, 57) advised that they had transferred their mobile numbers between mobile telephone companies</p> <p>Of those 3 respondents 2 stated that they experienced periods of no signal and / or difficulty in sending and receiving text messages for a few days</p> <p>Of those 3 respondents 1 did not clarify if they had experienced long periods of no signal and / or difficulty in sending and receiving text messages</p>
<p>Please advise if you recall viewing and interacting with the attached, or a similar, promotion?</p>	<p>62 respondents advised that they did not view / interact with the Service promotion</p>	<p>3 respondents did not respond to this question</p>

## Previous complaint resolution procedures

### GlamVidzz

On 9 January 2015 the Executive issued a set of required actions (the “**Action Plan**”) under the Track 1 procedure. Within the Action Plan the Executive alleged a breach of rule 2.3.3 of the Code for the failure of the Level 2 provider to hold robust evidence which verified opt-ins to the Service.

In order to resolve the issues identified and as part of the proposed Track 1 action plan, the Executive required the Level 2 provider to confirm what provision they have/or intend to put in place to provide robustly verifiable evidence of consumers’ consent to be charged.

The Level 2 provider accepted a Track 1 action plan on 23 January 2015 in respect of the 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. In response to this action plan the Level 2 provider stated that:

*“Global Awareness fully understands the matter of robust verification for WAP based Services and intends to adhere to all binding regulations as they are set in the Guidance. Robust verification schemes have been put in place for WAP based Services....Global Awareness confirms that robust verification implemented for WAP based services is of fully ‘online’ type, to enable recording of subscription opt ins on live basis by independent organisation.” [sic]*

### 2 SeduceYou

A Track 1 Action Plan was offered to the Level 2 provider on 6 May 2015 for the Service 2SeduceYou. The Executive alleged a breach of rule 2.3.3 of the Code. On 14 May 2015, the Level 2 provider accepted that it did not hold robust verification of consent to charge. The Level 2 provider confirmed that it had implemented the required actions and had engaged the services of a third party verifier, GoVerifyIt (GVI) following the Track 1 procedure, to provide robust evidence of consent to charge.

In response to this action the Level 2 provider stated that:

*“Global Awareness fully understands the matter of robust verification for WAP based Services and intends to adhere to all binding regulations as they are set in the Guidance. Robust verification schemes have been put in place for ALL WAP based Services. Robust verification is provided by company ETX... Global Awareness intends to continue with promotion of WAP based Services, verification for ALL of them will be at all times robust and maintained by independent organisation ETX.” [sic]*

The allegation of a breach of the Code with respect to the current Track 2 investigation relies on all evidence gathered from complainants for each Service who first contacted the Executive after the last Track 1 procedure was finalised in May 2015. The Executive notes that the Track 1 Action Plans were issued, in part, to address the issue of consent to charge that had occurred during 2014. The Executive notes however that it continued to receive complaints about consent to charge well into the fourth quarter of 2016. The logs provided by the Level 2 provider suggest that such complainants opted-in to the Service prior to the Action Plans being agreed.

## **The Investigation**

In accordance with the transitional arrangements set out at paragraph 1.8 of the PSA Code of Practice (14<sup>th</sup> Edition), the Executive conducted this matter as a Track 2 procedure in accordance with paragraph 4.5 of the Code of Practice (14<sup>th</sup> Edition).

The Executive sent a Warning Notice to the Level 2 provider on 9 December 2016 with a deadline for response of 23 December 2016. Within the Warning Notice the Executive raised the following breaches of the PSA Code of Practice (the “Code”):

- Rule 2.3.3 – Consent to charge(12/13/14thCode Edition)
- Paragraph 3.1.7- Inadequate technical quality(12/13/14thCode Edition)
- Paragraph 4.2.3 (13th Code) and 4.2.5 (14th Code) – Failing to disclose information to PSA

On 15 February 2017, the Tribunal 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 Level 1 providers

- correspondence between the Executive and the Verifier
- complainant message logs from the Level 2 provider
- complainant questionnaire responses
- fail2ban research correspondence;
- guidance on “Consent to Charge” (13<sup>th</sup> Code) and “Privacy and Consent to Charge” (12<sup>th</sup> Code)
- records of previous Track 1 procedures against the Level 2 provider
- revenue information for the Level 2 provider’s Service; and
- the Warning Notice dated 19 December 2016, including attachments
- correspondence from the Executive regarding service of the Warning Notice and the hearing date

### **Preliminary Issue**

Having noted that the Level 2 provider had failed to respond to the Warning Notice, the Tribunal considered whether the Level 2 provider had been given an adequate opportunity to respond to the allegations. The Tribunal noted that the Warning Notice had been posted to the Level 2 provider’s registered address (though it had been returned undelivered), and had also been emailed to them. It was not clear if the Warning notice had been emailed to “support@globalawareness.co.uk” as stated on the letter, or “support@global-awareness.co.uk” as stated in the delivery receipt, and which email address was correct. The Tribunal noted that in any event, the Executive had contacted the Level 2 provider twice by telephone, on 18 and 23 January 2017, to bring its attention to the Warning Notice. The Tribunal was satisfied that the evidence showed that the Level 2 provider had been given effective notice of the proceedings, and had had an opportunity to respond.

## Submissions and Conclusions

### Alleged Breach 1

**Rule 2.3.3.** - “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 evidence provided by the Level 2 provider to establish that complainants who had entered the Service through the WAP opt-in route had consented to be charged was not verified by an independent third party, or in a way that meant that it could not be tampered with.

The Executive relied on the content of the PSA Guidance on ‘Privacy and consent to charge’ (the “**Guidance**”), correspondence exchanged with the Level 2 provider, complainant accounts (which are referenced in the ‘Background’ section above), complainant questionnaire responses (which are referenced in the ‘Background’ section above) and complainant text message logs.

The Executive noted that the message logs supplied by the Level 2 provider showed that all complainants, for which the Executive had been supplied a message log, had opted-in to the Service via the WAP route.

The Level 2 provider was required to hold robust consent to charge evidence for the WAP opt-ins. The Executive noted that the Guidance made it clear that all charges must be robustly verifiable. The Executive submitted that, although Guidance is not binding on providers, where a provider fails to follow Guidance there is an expectation that it will take equivalent alternative steps to ensure that it fulfils PSA’s expectations and compliance with the Code.

On 26 May 2015, a direction for information was issued to the Level 2 provider, which directed that they provide evidence of when and how a sample of 5 MSISDNs opted into the GlamVidzz Service. In response to this the Level 2 provider stated that:

*“Please be advised that the timeframe of opt-in dates falls within the technical issues Global Awareness encountered throughout integration process with GoVerifyIT scheme. These have been outlined to Executive on 22 September 2014 in a detailed Report. The lack of opt-in at ETX end (quoted in paragraph above) would therefore be self-explanatory in these circumstances. The main points of Report were as follows:*

- a) Network code verification, specifically for EE Customers
- b) Network detection for Wi-Fi Users
- c) Upload delays for pages rendered by GVI
- d) Frequent low delivery rates of text messages containing PIN sent to prospective subscribers. This fact resulted in users having to wait indefinite amount of time for PIN to access subscription.
- e) After long term close cooperation on rectifying these factors affecting full online GVI implementation, the adequate external verification is in place and is fully operating as we indicated within Action Plan for Track 1 Procedure in January 2015.”

The Level 2 provider further supplied the below table;



MSISDN	Evidence of consent to charge
[REDACTED]	PIN: 14886df1e. Date of subscription activation: 29/08/2014 19:20:29
[REDACTED]	PIN: 33e4f4dae. Date of subscription activation: 13/09/2014 14:19:30
[REDACTED]	PIN: bb9290309. Date of subscription activation: 09/08/2014 13:45:06
[REDACTED]	PIN: d99a163f6. Date of subscription activation: 15/08/2014 19:45:41
[REDACTED]	PIN: 8be410588. Date of subscription activation: 12/09/2014 12:16:15

In addition to evidence supplied by the Level 2 provider of consent to charge verification, the Executive contacted GVI to verify a further sample of 21 MSISDN's and the date on which the full GVI service with the Level 2 provider commenced. On 2 June 2016, GVI confirmed that:

*"Global Awareness is a client and we started getting first verification requests relate to transactions starting November 2014."*

The Executive noted that GVI further confirmed that no records were found for the sample of MSISDN's supplied.

The Executive understood that the full version of the GVI service provided sufficient robust evidence of consent to charge. The Executive submitted that due to the fact that no evidence had been provided by GVI or the Level 2 provider, no weight could be given to the justification given for the lack of third party verification and the high message failure rate.

In addition the Executive had sought clarification regarding the issues identified by the Level 2 provider that *"...the road to having it [GVI] fully operational and functional encountered several obstacles on the way (beginning from 2013)..."* On 2 June 2016, GVI confirmed that:

*"I have checked emails etc for any tech issues or problems - I can't find any. But our technical chaps and those of our clients tend to use Skype quite a bit, so perhaps there were issues that I am not aware of, but I cannot confirm that."*

The Executive noted that GVI's response did not support the Level 2 provider's assertions.

The Executive noted that the Level 2 provider's logs indicated, for each of the complainants, that they opted in prior to the Track 1 procedure. For the reasons explained above, the Executive's view was that the evidence of consent which the Level 2 provider held at that time was not sufficiently robust to comply with the Code's requirements.

The Executive therefore submitted that the Level 2 provider had charged consumers in the period after the Track 1 on 23 January 2015 whilst knowing that it did not have the required robust third party verification of consent to charge in respect of those

consumers. At the time the charges were made, the Level 2 provider would have been aware that it did not hold the required robust third party verification of consent to charge for consumers who opted-in (if in fact they did opt-in) prior to that date.

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 did not respond to the alleged breach.
3. The Tribunal considered the Code and all the evidence before it, including the consumer complaints.

The Tribunal noted the Executive's evidence that logs showed all complainants as opting in to the Service before 23 January 2015, which fell into a period where the Level 2 provider knew it had obtained no robust evidence of consent to charge. The Tribunal noted the Executive's evidence that the Level 2 provider had charged such consumers in the period after 23 January 2015. The Tribunal considered that, at the time 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 consumers for whom logs showed they opted-in prior to that date.

The Tribunal was satisfied that the Level 2 provider had not provided robust evidence that consumers had given their consent to charge. Accordingly, the Tribunal upheld a breach of rule 2.3.3 of the Code.

**Decision: UPHELD**

## **Alleged Breach 2**

### **Paragraph 4.2.5 of Code 13 and Paragraph 4.2.3 of Code 14**

"A party must not fail to disclose to PhonepayPlus when requested any information that is reasonably likely to have a regulatory benefit in an investigation." (4.2.5)

"Where a direction is made pursuant to paragraph 4.2.1 a party must not fail to disclose to the Phone-paid Services Authority, when requested any information that is reasonably likely to have a regulatory benefit in an investigation." (4.2.3)

1. The Executive asserted that the Level 2 provider had breached paragraph 4.2.5 of Code 13 and paragraph 4.2.3 of Code 14 as the Executive had requested information from the Level 2 provider, which was not supplied and was likely to have a regulatory benefit to the investigation.

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

The Executive noted that for the majority of complaints received by PSA, the complainant text message logs supplied by the Level 2 provider consistently showed an

opt-in date between August 2014 and October 2014, regardless of when the complaint was received. The Executive noted that there were four instances in the complainant message logs which showed earlier opt-in's in the months of January and February 2014.

Further, in the case of complaints received in the complaint period, 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. Summaries of three example message logs are provided below:

Level 2 provider message log for mobile number \*\*\*\*\*5149

The Executive noted that the Level 2 provider message log stated that the initial opt-in to the Service occurred on 26 August 2014. The subscription confirmation message listed in the message log on 26 August 2014 stated:

"FreeMsg: Welcome to 2seduceyou video subscription service costing £4.50 week. Help? 02035981581. Text STOP to 65905 to STOP. Service provided by GlobalAwareness."

The Executive noted that following the above entry in the message log, the status of all chargeable Service messages were listed 'FAILED', 'SENT' or 'ACCEPTED'.

The Executive made enquiries with the Level 2 provider regarding the meanings of the various message status' listed in its message logs. On 11 April 2016 the Level 2 provider stated:

'SENT':

*"As far as our delivery receipts are concerned, messages that have been logged with status SENT did not come back to our database with any positive receipt, therefore they are alleged to be failing on their transmission."*

'ACCEPTED':

*"This particular receipt was very problematic and unclear and despite being one of receipts on Level 1 Gateway API lists, it actually never provided us with an assurance that once a message is accepted, it would then always turn into positive delivery. Upon frequent checks such delivery receipts remained 'ACCEPTED' and this unclear status would not be cleared therefore we stopped utilising it and decided to unify the receipts to either log as Delivered or Failed. It was a measure implied to help us deal with statistics and projected profit because we have not been receiving any profits from premium messages logged with receipt in question. Below is a definition of this receipt from Level 1 API document:*

**+smc submit - Submitted to SMSC"**

The Executive understood that for messages listed as 'SENT' and 'ACCEPTED', the Level 2 provider did not have a delivery receipt for the messages and they had in fact failed.

The Executive noted that the first message listed as 'BILLED' was delivered to MSISDN \*\*\*\*\*5149 on 4 July 2015, 45 weeks after the purported opt-in date.

Considering the explanation provided by the Level 2 provider, the Executive understood the 'ACCEPTED' status to be a direct transposition of the Level 1 provider's API receipt "+smc submit - Submitted to SMSC". The Executive sought clarification from the Level 1 provider on this status. On the 22 June 2016, Zamano provided the following responses:

"Executive:

- i) *Please confirm whether Zamano accepts that the above definition is an accurate description of 'ACCEPTED' Service messages (i.e. that 'ACCEPTED' Service messages are messages for which the Level 2 provider has received a receipt from the Zamano Gateway API lists);*

Zamano:

*Zamano does not have delivery receipts 'ACCEPTED' specified or defined in our API.*

Executive:

- ii) *Please confirm whether the status "ACCEPTED" denotes that the Level 1 provider has received the message from the Level 2 provider;*

Zamano:

*Zamano does not have delivery receipts 'ACCEPTED' specified or defined in our API therefore it is difficult to comment or interpret this receipt.*

Executive:

- iii) *If Zamano does not accept that the above description is accurate please provide a full explanation why the Level 2 provider's explanation is considered to be inaccurate.*

Zamano:

*Zamano does not have delivery receipts 'ACCEPTED' specified or defined in our API therefore it is difficult to comment or interpret this receipt."*

The Executive noted that the Level 1 provider's response did not support the Level 2 provider's explanation that the 'ACCEPTED' status was a receipt based on the Level 1 provider's Gateway delivery receipt.

Level 2 provider message log for mobile number \*\*\*\*\*7905

The Executive noted that the Level 2 provider message log stated that the initial opt-in to the Service occurred on 4 August 2014. The subscription confirmation message listed in the message log on 4 August 2014 stated:

*"FreeMsg: You are subscribed to Glamvidzz video subscription £3.00 week until you send stop to 85878 Help? 02035981581 and support@global-awareness.co.uk."*

The Executive noted from the message log supplied by the Level 2 provider that the delivery status' of the chargeable Service messages were variously described as 'SENT' or 'BILLED'. The first Service message listed as 'BILLED' was delivered to MSISDN 07905317905 on 01 January 2016, 74 weeks after the purported opt-in date.

Level 2 provider message log for mobile number \*\*\*\*\*0982

The Executive noted that the Level 2 provider message log stated that the initial opt-in to the Service occurred on 27 September 2014. The subscription confirmation message listed in the message log on 27 September 2014 stated:

*"FreeMsg: Welcome to Glamvidzz video subscription service costing £3 week. Help? 02035981581. Text STOP to 85878 to STOP. Service provided by GlobalAwareness."*

The Executive noted from the message log supplied by the Level 2 provider that the delivery status' of the chargeable Service messages were variously described as 'SENT', 'FAILED' or 'BILLED'. The first Service message listed as 'BILLED' was delivered to MSISDN 07799330982 on 28 November 2015, 60 weeks after the purported opt-in date.

The Executive noted that logs supplied by the Level 2 provider after September 2015 showed only 'SENT' statuses rather than a mixture of "FAILED", "SENT" and "ACCEPTED", despite apparently relating to complainants who had opted-in in the same period of August 2014 to October 2014.

The Executive directed the Level 2 provider to provide an explanation of why the logs supplied before September 2015 showed a mixture of statuses, and logs provided after this date showed only 'SENT' statuses prior to billing. The Level 2 provider provided the following response:

*"Mixture of non-delivery receipts was very problematic and unclear, therefore we stopped utilising them and decided to unify the receipts to either log as Delivered or Failed. It was a measure implied to help us deal with statistics and projected profit because we have not been receiving any profits from premium messages logged with receipt SENT, ACCEPTED or FAILED." [sic]*

The Executive understood that where the provider said the logs show "delivered" or "failed," the failed status the Level 2 provider was referring to is 'SENT'. The Executive noted that its first requested log which showed consistent message failures from the Level 2 provider was sent in March 2015. The Executive understood that if the Level 2

provider had made the above changes to its reporting system, it would have been able to detect which technical communication faults (if any) were resulting in failed messages. However, the Executive noted from some of the more recent text message logs provided by the Level 2 provider that unsuccessful messages were still shown as occurring well into the fourth quarter of 2016.

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 directed the Level 2 provider to provide an explanation for the apparent high failure rate of chargeable Service messages. On 11 April 2016, the following response was received from the Level 2 provider:

*"Global Awareness utilises intrusion prevention software framework – Fail2Ban...Its core role is to update firewall rules by preventing access from suspicious IP addresses detecting failed access attempts..."*

The Level 2 provider further stated that:

*"We have now reached an appropriate moment to answer your question on reason for failed messages. Above mentioned security measures were perfect and ideal for secure opt in data storage. They might have been doing their job at highest quality – nevertheless this affected limited amount of messages being sent to Level 1 gateways. Such messages were sent by Global Awareness but they never had a chance to reach Level 1 systems because firewall was set on so strict credentials. Firewalls that were designed to block potential intruders, treated particular connections with Level 1 gateways as potential threat and it required manual update in permission section of the codes. We expect and hope that this information fully satisfied the layman terms explanation, should you require any more specific details we could engage our Technicians to provide one, however it will not be different in a general sense and merits." [sic]*

The Executive therefore understood that the main reason cited by the Level 2 provider for the high failure rate seen in the Level 2 provider's message logs was due to firewall software used, called Fail2Ban, as confirmed by correspondence from the Level 2 provider. The Executive sought clarification from the Level 2 provider on this matter and what action it took to investigate the alleged firewall issues. On 6 May 2016, the Level 2 provider provided responses as set out at **Appendix D**.

Having reviewed the direction issued by the Executive and the responses that were received from the Level 2 provider, the Executive noted that the following information was not provided in that response:

- the exact date upon which Fail2Ban was installed
- the date on which the Level 2 provider detected the 'error in technical database'

- documentary evidence relating to the identification or correction of the technical fault by the Level 2 provider
- any evidence from the Level 2 provider's technical team in relation to the technical fault
- evidence of the service message it stated had been sent to subscribers once the problem had been detected
- evidence of the explanation it had provided to consumers once the technical error had been detected.

The Executive submitted the Level 2 provider failed, when explicitly directed, to supply evidence in support of its previous statements, and to provide confirmation of the dates actions took place. The Executive further submitted that the Level 2 provider's assertions were completely unsupported by evidence.

The Executive noted in the Level 2 provider responses that it referred to communications it had had with aggregators regarding the failures identified. The Level 2 provider confirmed on the 11 April 2016 that *"...we [Global Awareness] hold correspondence records dating back to December 2013 on numerous matters concerning message delivery"*. The Executive directed the Level 2 provider to provide the correspondence referred to, along with copies of all the telephone/file notes made by the Level 2 providers with its partners, via phone and/or video calls, to resolve the issues of failed Service messages. On 12 May 2016, the Level 2 provider provided a copy of email correspondence it held regarding the message delivery failures on the Zamano shortcodes. The Executive noted on review of the correspondence, that the emails predated this investigation and predated the start of the complaint period for this matter. No communication had been entered into during the period of the Executive's enquiries. The Executive noted that the Level 2 provider failed to provide any file or telephone notes.

The Executive understood that the Level 2 provider's explanation for the discrepancies between the Level 1 provider's logs and its own logs was that its firewall software (Fail2Ban) was regularly preventing transmission of messages to the specific consumers. In light of this, the Executive carried out independent research to understand the mechanics of the software Fail2ban by instructing the services of a Developer. Consequently, a further direction was sent to the Level 2 provider on 5 September 2016, specifically addressing information around the Fail2Ban software. On 12 September 2016, the Level 2 provider provided responses as set out at **Appendix D**.

The Executive asserted that the Level 2 provider, at each stage of the above Direction, failed to disclose the required information in response to the Executives enquiries. The research which assisted the Executive in its investigation around the alleged firewall error confirmed that the failures shown in the Level 2 provider's logs could not be substantiated due to the lack of key information provided by the Level 2 provider. Had the Level 2 provider responded to the Executive's enquiries at the level of detail required by the developer, this would have provided the information required to address and analyse the alleged issue sufficiently.

The Executive submitted that the following information was not provided:

- a definitive answer to whether Fail2ban was responsible for the failure of ALL messages between the Level 1 provider and Global Awareness, prior to the initial billing as shown in the message logs for complainants
- details of the configurations of Fail2Ban
- the date range for each configuration of the Fail2Ban log
- monitored Fail2ban log files or any Fail2Ban log files
- confirmation as to whether Fail2Ban had been downloaded separately or as a standalone installation
- confirmation as to which firewall solution had been running underneath Fail2ban.

The Executive stated that it had sent directions to the Level 2 provider on 26 May 2015, 24 March 2016, 22 April 2016, 9 May 2015, 16 June 2016, 27 July 2016, 5 September 2016 and 11 November 2016 and at each stage the Level 2 provider failed to provide sufficient information to allow further analysis of its claims regarding the high failure rate and therefore verify its explanations that these were caused by this technical error. The failure resulted in the Executive not having the information to accurately evaluate whether Fail2ban potentially may have been the cause of the constant failure of messages to particular MSISDNs. Due to the inconsistencies in the Level 2 provider's responses, and the lack of evidence provided (which would have considerably contributed to the regulatory benefit in this investigation) the Executive submitted that the assertions regarding Fail2Ban could not be substantiated.

The Executive asserted that, for all the reasons stated above, the Level 2 provider has failed to disclose a significant amount of information to the PSA during the Executive's investigation into the Service, which would have had regulatory benefit. Accordingly, the Executive asserted that the Level 2 provider was in breach of paragraph 4.2.5 of Code 13 and paragraph 4.2.3 of Code 14.

2. The Level 2 provider did not respond to the alleged breach.
3. The Tribunal considered the Code and all the evidence before it. The Tribunal noted that the Level 2 provider had failed to provide the following information when requested:
  - the exact date upon which Fail2Ban was installed
  - the date on which the Level 2 provider detected the 'error in technical database'
  - documentary evidence relating to the identification or correction of the technical fault by the Level 2 provider
  - any evidence from the Level 2 provider's technical team in relation to the technical fault
  - evidence of the service message it stated had been sent to subscribers once the problem had been detected
  - evidence of the explanation it had provided to consumers once the technical error had been detected



- a definitive answer to whether Fail2ban was responsible for the failure of ALL messages between the Level 1 provider and Global Awareness, prior to the initial billing as shown in the message logs for complainants.
- details of the configurations of Fail2Ban
- the date range for each configuration of the Fail2Ban log
- monitored Fail2ban log files or any Fail2Ban log files
- confirmation as to whether Fail2Ban had been downloaded separately or as a standalone installation
- confirmation as to which firewall solution had been running underneath Fail2ban.

The Tribunal considered it was possible that some of the older logs and configurations requested may have been overwritten. However this did not relieve the Level 2 provider of its responsibility to provide what information it could. The Tribunal did not view as credible the Level 2 provider's assertion that it was unable to confirm who its hosting provider was due to the unavailability of its IT team.

The Tribunal considered the Executive's case on why the information would have been of regulatory benefit to the investigation. The Tribunal considered it was clear that the Developer's view was that this was a theoretical possibility only, and that he was not able to provide a definitive view on whether Fail2ban had in fact caused the failures without further information, which the Executive had requested from the Level 2 provider but the Level 2 provider had not supplied. The Tribunal considered that the Level 2 provider had failed to provide sufficient information to allow further analysis of its claims regarding the high failure rate, and therefore substantiate their explanation that this was caused by this technical error.

The Tribunal was satisfied that, having been formally directed to do so by the Executive, the Level 2 provider had failed to provide information which was reasonably likely to have had a regulatory benefit in an investigation. Accordingly, the Tribunal upheld a breach of paragraph 4.2.5 of the 13<sup>th</sup> Code and paragraph 4.2.3 of the 14<sup>th</sup> Code.

**Decision: UPHELD**

### **Alleged Breach 3**

**Paragraph 3.1.7.** - "All...Level 2 providers must...use all reasonable endeavours in the context of their roles to ensure that all of the premium rate services with which they are involved are of adequate technical quality, including the mechanisms used to deliver services to and enable exit from services by consumers."

1. The Executive asserted that the Level 2 provider had breached paragraph 3.1.7 of the Code as it did not take all reasonable endeavours to ensure the Services were of an adequate technical quality based on its own logs showing widespread message transmission failures.

The Executive relied on correspondence exchanged with the Level 2 provider, Level 1 provider, GVI, text message logs and the PSA guidance.

Code 13 and 14 Guidance stated:

#### ***"9. Technical Quality***

*9.1 All providers of services offered via a mobile-based payment mechanic should ensure their services are compatible with each technical network platform and/ or handset on which they are promoted. Where this is not possible, consumers with incompatible devices should be prevented from purchasing the service in question.”*

In an attempt to clarify the reasons why the Level 2 provider message logs were showing an unusually high failure rate, the Executive on 17 November 2016 directed the Level 2 provider to confirm whether Fail2ban was the primary reason for the consistent message failures shown in its logs. Details of initial correspondence can be found in the alleged breach of Rule 4.2.5.

On 23 November 2016 the Level 2 provider confirmed the following;

*“I received a feedback from my Team on this specific query however as I informed you recently, I was forced to make the significant workforce redundant and due to these difficult circumstances it was impossible to gather information within short timescale.*

*I trust that best course of action is to refer you to previous correspondence where we explained complex issues around message delivery, alternative security measures put in place to enable trustworthy and reliable database with tamper proof records. They might have affected and most likely did but it was not the only reason, please note other points from our lengthy correspondence (e.g. dated 11 April 2016) like lack of compatibility between aggregators’ reporting and delivery receipts that prevented us from detecting the issues in timely or satisfactory manner.*

*When we add issues relating to network detection, shared short codes and their specific nature and other listed aspects, only then a full picture can be visible. We cannot just judge that a specific kind of software caused all issues, and we already explained this very point. Such statement would sound similar to one saying ‘Google Mail prevented us from receiving important emails for a week’ whereas it might have been an issue with spam settings or IP whitelisting...”*

The Executive noted from the Level 2 provider’s response that despite the logs showing messages failing since August 2014 (the month in which majority of opt-ins fall into) to date, the Level 2 provider was still unaware of the primary reason for the transmission failures. Reviewing the most recent message logs supplied by the Level 2 provider, the Executive noted that the message failures shown continued up to the fourth quarter of 2016. Attached at **Appendix E** is an example message log which shows the extended period of time over which the Service message failures were shown as occurring. The Executive also relied on further examples of message logs supplied by the Level 2 provider which contained failed chargeable Service messages for an extended period of time.

The Executive noted that the message log listed the message failures continuing from 6 September 2014 to 3 September 2016. The Executive referred to correspondence with the Level 2 provider in which it stated that the Status “SENT” indicates that the message did not reach the subscriber’s handset so, in effect, “FAILED”.

Noting the extensive chronology of directions and lack of adequate explanations and evidence provided by the Level 2 provider in response to the Executive's queries, the Executive asserted that the Level 2 provider had not used all reasonable endeavours in the context of its role to deliver service messages.

Further, as noted in the alleged breach of rule 4.2.5 above, the Level 2 provider repeated on a number of occasions that its IT department did not have the relevant knowledge or skill to assist in any of the evidence gathering to respond to the Executive's enquiries. The Executive asserted that the Level 2 provider has not used all reasonable endeavours to ensure adequate technical support.

The Executive noted the Level 2 provider's submissions in response to its enquiries that it had corresponded with the Level 1 provider in regards to the failure rate, prior to the initial complaint received by PSA. The Executive noted that in fact there was no evidence of written correspondence with the Level 1 provider once the Level 2 provider was put on notice about this widespread Service message failure. In addition, when directed to provide evidence that it had indeed contacted the Level 1 providers, for example file notes of telephone calls it purported to have made in order to investigate the apparent message failures, the Level 2 provider was unable to provide details of the purported telephone conversations, or any other communications, it had with the Level 1 providers. The Executive submitted that the Level 2 provider did not in any way attempt to rectify the issues with the Level 1 provider and ensure its systems were of adequate technical quality.

The Executive asserted that the Level 2 provider did not meet its obligations under the Code as it did not (i) take all reasonable or in fact any adequate steps to investigate the message failures shown in its logs with the Level 1 providers and/or any other persons with whom they contracted with (ii) ensure all its staff had the necessary training to assist adequately in the running of the IT department (iii) ensure that records of monitoring, maintenance reports and communications had been recorded appropriately (iv) act promptly to rectify any issue.

The Executive further asserted that if messages were indeed failing as was shown in the Level 2 provider's logs, this would consequently deprive consumers of reasonable ability to opt-out of the Services and in many instances cause distress and harm to consumers, given the length of time between the first charge and the alleged opt-in. The Executive submitted that the Level 2 provider had an obligation to ensure that the Service worked correctly in order for it to operate fairly and according to the Service terms and conditions and the requirements of the PSA.

In light of the reasons set out above, the Executive submitted that the Level 2 provider has acted in breach of paragraph 3.1.7 of the Code.

2. The Level 2 provider did not respond to the alleged breach.

3. The Tribunal considered the Code and all the evidence before it, including the consumer complaints.

The Tribunal noted that the logs showed message failure issues and the Level 2 provider would have been alerted to the issues by the Executive drawing such complaints to its attention. In light of this, the provider was under an obligation to pro-actively investigate and take all reasonable endeavours to ensure that the issues were resolved promptly. The Tribunal considered the evidence of endeavours the Level 2 provider had taken to rectify the issue. The Tribunal noted that the Level 2 provider's logs showed that all messages to certain consumers were failing (rather than that message failures being dispersed randomly amongst its consumer base). The Tribunal noted that, despite this type of failure dating back to August 2014, as at 23 November 2016 the Level 2 provider had failed to identify and rectify the source of the problem or take any other equivalent action to resolve the issue (such as unsubscribing affected consumers, and inviting them to re-subscribe). The Tribunal considered that the Level 2 provider had apparently failed to ensure it had adequate IT technical support. The Tribunal considered that the Level 2 provider had failed to engage with the issues properly and had failed to (i) take all reasonable or in fact any adequate steps to investigate the message failures shown in its logs with the Level 1 providers and/or any other persons with whom they contracted with (ii) ensure all its staff had the necessary training to assist adequately in the running of the IT department (iii) ensure that records of monitoring, maintenance reports and communications had were recorded appropriately (iv) act promptly to rectify any issue. The Tribunal did not consider that the measures taken by the Level 2 provider represented all reasonable endeavours in the context of their role.

The Tribunal considered whether the breach represented duplication of the harm which was addressed by the breach of rule 2.3.3. which had been upheld. The Tribunal considered that if messages were consistently failing, consumers were deprived of a proper opportunity to opt out of the Service, and also faced the risk of distress as a result of the length of time between their first chargeable message and apparent opt in. The Tribunal noted that the delay between the opt-in date shown on the logs and the first successful billing was in some cases over a year.

**Decision: UPHELD**

## SANCTIONS

### Representations on sanctions made by the Executive

1. The Executive submitted that the following sanctions were appropriate:

- a formal reprimand
- 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 that the Level 2 provider take all reasonable steps to ensure that message failures are rectified promptly
- a fine of £675,000
- that the Level 2 provider is barred access to all number ranges associated with the Services which it currently operates and any subscription Services until it has sought and implemented:
  - Compliance advice on Consent to Charge; and
  - Remedied the apparent breaches
- 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 the PSA that such refunds have been made

based on a preliminary assessment of breaches 1 and 2 as "very serious" and breach 3 as "serious"

2. The Level 2 provider did not make any submissions on appropriate sanctions.

### Initial overall assessment

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

#### 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 breach had a clear and highly detrimental impact directly on consumers
- the nature of the breaches, and the scale of harm caused to consumers was likely to severely damage consumer confidence in premium rate services; and
- consumers had incurred an unnecessary cost

#### Paragraph 4.2.3/4.2.5 – Failure to provide information

The initial assessment of paragraph 4.2.3/4.2.5 of the Code was **very serious**. In determining the initial assessment for this breach of the Code the Tribunal applied the following criteria:

- the provider had deliberately and without good reasons provided a limited response to directions to provide information
- the nature of the breaches was likely to severely damage consumer confidence in premium rate services; and
- the breach demonstrated fundamental non-compliance with the Code

### Paragraph 3.1.7 – Inadequate technical quality

The initial assessment of paragraph 3.1.7. of the Code was **serious**. In determining the initial assessment for this breach of the Code the Tribunal applied the following criteria:

- the breach had a clear and damaging detrimental impact or potential impact on consumers
- the nature of breach meant the service would have damaged consumer confidence in premium rate services
- the cost incurred by consumers may have been higher, and the service had the potential to generate higher revenues, as a result of the breach; and
- noting the length of message failures extended over a year in some cases, the service had been operated in such a way that demonstrated a degree of recklessness regarding non-compliance with the Code.

### Final overall assessment

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

- the Level 2 provider had been subject to a Track 1 procedure which included requirements on consent to charge
- the Level 2 provider had caused unnecessary delay to the progression of the investigation by its approach to responding to 4.2.1 directions, including requests for extensions in relation to five out of seven 4.2.1 directions, and a failure to respond by the deadline in one case, whilst continuing to operate the Service without taking adequate remedial action in this period.

In determining the final overall assessment for the case, the Tribunal did not find any mitigating factors

The Level 2 provider's evidenced revenue in relation to the Service in the period from January 2015 to November 2016 was in the range of Band 1 (£1,000,000 +).

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, including the high service revenue generated and compliance history of the provider, and having found that the Level 2 provider had been knowingly involved in a series of breaches and/or a serious breach of the Code, the Tribunal decided to impose the following sanctions:

- a formal reprimand
- a fine of £650,000 (being £250,000 in respect of the breach of rule 2.3.3, £250,000 in respect of the breach of paragraph 4.2.3/4.25, and £150,000 in respect of the breach of paragraph 3.1.7)
- 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 that the Level 2 provider take all reasonable steps to ensure that message failures are rectified promptly
- a bar on access to all number ranges associated with the Services which the Level 2 provider currently operates until it has sought and implemented:

- Compliance advice on Consent to Charge; and
- Remedied the breaches as required by the sanctions
- a requirement that the Level 2 provider must refund all complainants who claim a refund, within 28 days, for the full amount spent by them on the Service, save where there is good cause to believe that such claims are not valid, and provide evidence to the PSA that such refunds have been made.

In imposing a fine of £150,000 in respect of breach of paragraph 3.1.7, the Tribunal took into account that a degree of harm addressed by that breach was also addressed by the breach of rule 2.3.3.

**Administrative charge recommendation:**

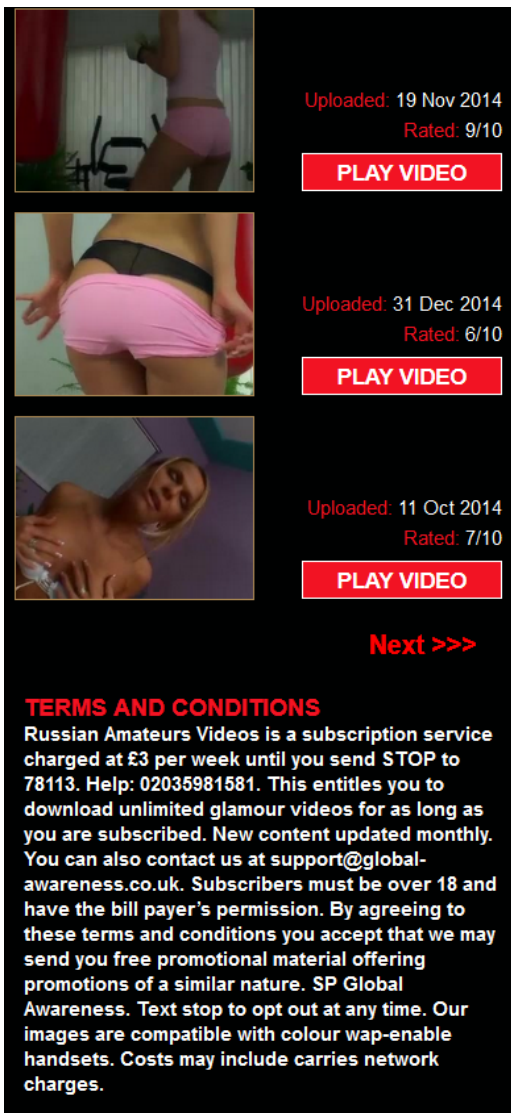
**100%**

**The decision of a previous Tribunal on 4 August 2016 to impose interim measures is attached at Appendix C.**

## Appendix A – Consumer Journeys

*“There are two available methods for accessing the content offered as a product of weekly subscription.*

- 1) *Once user grants consent to charge via supplying and verifying their mobile number (through entire opt in process), strictly upon clicking on ‘Subscribe’ (or ‘Enter to subscribe for £xxx/week to be exact), user is taken to a page where content can be consumed. This takes place via internet browser as a continuum of opt in flow (once opt in process is completed and verified to be exact). It is a first method and serves as additional and very convenience facility for users because content can be accessed straight after subscription commences, without a need to wait for premium text message with wap link even. In theory, should user save such page as bookmark on their phone, they would be able to access content anytime until they opt out (once our system records a positive opt out direction, such website would not be accessible to user because each user has been assigned with unique pin-code readable by our system). Please see example below – videos can be played by clicking on ‘PLAY VIDEO’ button. [sic]*



Uploaded: 19 Nov 2014  
Rated: 9/10  
**PLAY VIDEO**

Uploaded: 31 Dec 2014  
Rated: 6/10  
**PLAY VIDEO**

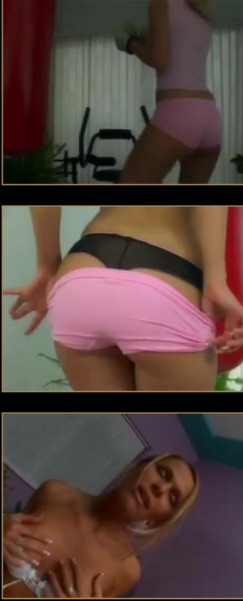
Uploaded: 11 Oct 2014  
Rated: 7/10  
**PLAY VIDEO**

**Next >>>**

**TERMS AND CONDITIONS**  
Russian Amateurs Videos is a subscription service charged at £3 per week until you send STOP to 78113. Help: 02035981581. This entitles you to download unlimited glamour videos for as long as you are subscribed. New content updated monthly. You can also contact us at support@global-awareness.co.uk. Subscribers must be over 18 and have the bill payer's permission. By agreeing to these terms and conditions you accept that we may send you free promotional material offering promotions of a similar nature. SP Global Awareness. Text stop to opt out at any time. Our images are compatible with colour wap-enable handsets. Costs may include carries network charges.



- 2) *The second method leads through premium text message sent to user handset and they can access content via clicking on the hyperactive link which would automatically take them to browser screen and page with accessible content will be available. Text message would contain a url which starts with 'http://...' and it enables handset to read such text as hypertext - if user clicks on such link (= taps the finger on it like on touchscreen, smartphones and basically all modern phones works this way) the sms inbox is getting closed (or rather stays opened in the background) and internet browser opens instead:" [sic]*



Uploaded: 19 Nov 2014  
Rated: 9/10  
[PLAY VIDEO](#)

Uploaded: 31 Dec 2014  
Rated: 6/10  
[PLAY VIDEO](#)

Uploaded: 11 Oct 2014  
Rated: 7/10  
[PLAY VIDEO](#)

[Next >>>](#)

**TERMS AND CONDITIONS**  
Russian Amateurs Videos is a subscription service charged at £3 per week until you send STOP to 78113. Help: 02035981581. This entitles you to download unlimited glamour videos for as long as you are subscribed. New content updated monthly. You can also contact us at support@global-awareness.co.uk. Subscribers must be over 18 and have the bill payer's permission. By agreeing to these terms and conditions you accept that we may send you free promotional material offering promotions of a similar nature. SP Global Awareness. Text stop to opt out at any time. Our images are compatible with colour wap-enabled handsets. Costs may include carriers network charges.

### Example Service Messages:

#### **Glam Vidzz**

FreeMsg: Welcome to Glamvidzz video subscription service costing £3 week. Help? 02035981581. Text STOP to 85878 to STOP. Service provided by GlobalAwareness.

Free Msg: You have now been successfully removed from the glam-vids.com service.

#### **Messages relating to migrations from shortcode 85878:**

FreeMsg: Your subscription for £3.00 week is changing shortcodes to 78113. Help? 02035981581 Text STOP to 78113 to STOP SP GlobalAwareness.

FreeMsg: Your Glamvidzz subscription for £3 week is changing shortcodes to 66111. Help? 02035981581 Text STOP to 66111 to STOP SP GlobalAwareness.

FreeMsg: Your GlamVidzz subscription for £3 week is changing shortcodes to 82999. Help? 02035981581 Text STOP to 82999 to STOP SP GlobalAwareness.

FreeMsg: Your Glam Vidzz subscription for £3 week is changing shortcodes to 88150. Help? 02035981581 Text STOP to 88150 to STOP SP GlobalAwareness.

FreeMsg: Ur subscription is changing from 85878 at £3.00week to 85250 at only £2.50 per week until you send STOP to 85250 help? 02035981581. SP Global Aw

#### **Simply Erotic**

FreeMsg: You are subscribed to Simply Erotics video subscription £2.50 week until you send stop to 85250 Help? 02035981581 and support@global-awareness.co.uk.

FreeMsg: Your subscription is back on £3 week on shortcode to 85878. Help? 02035981581 Text STOP to 85878 to STOP or email us support@global-awareness.co.uk

FreeMsg: You are subscribed to Simply Erotics video subscription £3 week until you send stop to 85878 Help? 02035981581 and support@global-awareness.co.uk.

#### **Russian Amateurs**

FreeMsg: You are subscribed to Russian Amateurs subscription £3.00 week until you send stop to 78113 HELP? 02035981581 and support@global-awareness.co.uk.

Free Msg: You have now been successfully removed from the russian-amateurs.com service.

#### **2SeduceYou**

FreeMsg: Welcome to 2seduceyou video subscription service costing £4.50 week. Help? 02035981581. Text STOP to 65905 to STOP. Service provided by GlobalAwareness.

FreeMsg: U are subscribed to 2SeduceYou video subscription for £4.50 per week until you send STOP to 65905. Help? 02035981581 or support@global-awareness.co.uk.

FreeMsg: Your subscription for £4.50 week is changing shortcodes to 78450. Help? 02035981581 Text STOP to 78450 to STOP SP GlobalAwareness.

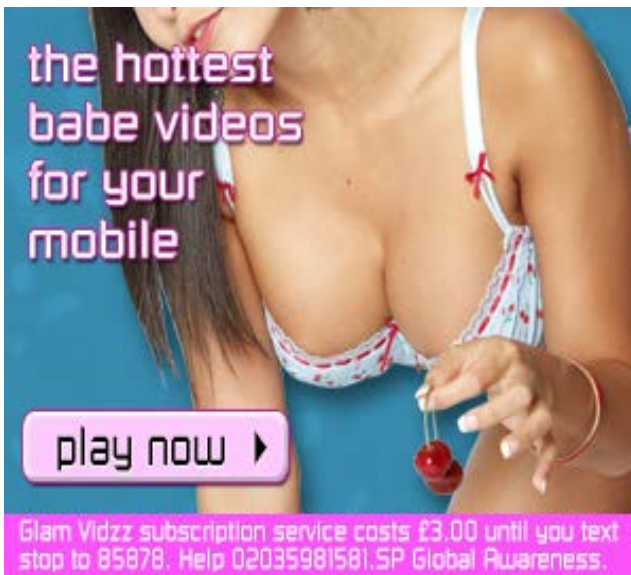
**50ShadesofGrey**

FreeMsg: You are subscribed to 50shadeofgrey video subscription £4.50 week until you send stop to 78450 HELP? 02035981581 and support@global-awareness.co.uk.

Free Message: You have left this service. Thank you. Help? 02035981581.

Appendix B – Promotional Material supplied for the Services

Glamvidzz



the hottest  
babe videos  
for your  
mobile

play now ▶

Glam Vidzz subscription service costs £3.00 until you text stop to 85878. Help 02035981581.SP Global Awareness.



**DOWNLOAD  
UNLIMITED HOT  
BABE VIDEOS**

**CLICK TO VIEW**

Glam Vids subscription service costs £3 per week until you text STOP to 88150. Helpline: 02035981581. Service Provided by Global Awareness Ltd.

Simply Erotic



UNLIMITED VIDEO DOWNLOADS

*simply-erotic*  
mobilevideos

Subscription service costs £2.50 per week or until you text STOP to 85250. Help 02035981581.Global Awareness

Russian Amateurs

**RUSSIAN AMATEURS.COM**  
 THE ONLY PLACE TO COME FOR MOBILE VIDEOS

SUBSCRIPTION COSTS £3 PER WEEK  
 TEXT STOP TO 78113 TO EXIT SERVICE - HELPLINE: 02035981581



**ALL NEW VIDEOS**  
**EASTERN EUROPEAN**  
**CAM GIRLS**  
**1ST TIME AMATEURS**  
**EASTERN VIRGINS**  
**BACK STAGE CASTING**

**RUSSIAN AMATEURS.COM**  
 THE ONLY PLACE TO COME FOR MOBILE VIDEOS

**SIMPLY ENTER YOUR MOBILE NUMBER IN BOX BELOW**

07

**CLICK TO SUBMIT**

SUBSCRIPTION COSTS £3 PER WEEK  
 TEXT STOP TO 78113 TO EXIT SERVICE - HELPLINE: 02035981581

**TERMS AND CONDITIONS**  
 Russian Amateurs Videos is a subscription service charged at £3 per week until you send STOP to 78113. Help: 02035981581. This entitles you to download unlimited glamour videos for as long as you are subscribed. New content updated monthly. You can also contact us at support@global-awareness.co.uk. Subscribers must be over 18 and have the bill payer's permission. By agreeing to these terms and conditions you accept that we may send you free promotional material offering promotions of a similar nature. SP Global Awareness. Text stop to opt out at any time. Our images are compatible with colour wap-enabled handsets. Costs may include carries network charges.

2SeduceYou



**HOT BABE MOBILE VIDEOS**

**2**  
**SEDUCEYOU.COM**

This is a subscription service. It will cost £3 per week until you send stop to 65905 **VIEW VIDEOS**  
 Helpline 02035981581 Service Provided by Global Awareness Ltd



**SEDUCEYOU.COM**

**GIRL NEXT DOOR**

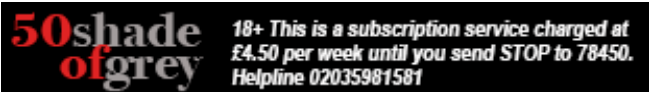
**SIMPLY TEXT SEDUCE TO 65905**

SUBSCRIBE TO GLAMOUR VIDS FOR £3 PER WEEK UNTIL YOU SEND STOP TO 65905

**BLONDES & BRUNETTES**

**TERMS AND CONDITIONS**  
 2seduceyou is a subscription service charged at £3 per week until you send stop to 65905. Customer Support helpline: 02035981581. Subscription entitles you to download unlimited glamour videos. New content uploaded monthly. You can also contact us at support@global-awareness.co.uk. You must be over 18 and have the bill payer's permission. By agreeing to these Terms and Conditions you accept that we may send you free promotional material offering services of similar nature. To 'Opt out' from receiving further promotions, text Opt out to 65905. SP: Global Awareness. Our images are compatible with colour wap-enabled handsets. Data charges may apply.

50ShadeofGrey



To watch our videos enter your mobile number below then click submit

**SUBMIT**



18+ This is a subscription service charged at £4.50 per week until you send STOP to 78450. Helpline 02035981581

**TERMS AND CONDITIONS OF SERVICE**

18+ This is a subscription service charged at £4.50 per week until you send STOP to 78450. Help: 02035981581.

Subscribers must have the bill payers permission. By agreeing to these terms and conditions you accept that we may send you free promotional material offering promotions of similar nature. Service provided by Global Awareness. Send stop to 78450 to opt out at any time. Our images are compatible with colour wap-enable handsets. Costs may include carries network charges.

## Appendix C



### Application for interim measures pursuant to Code of Practice paragraph 4.6

<b>Case ref:</b>	71967
<b>Service:</b>	Glamour video subscription service operated under brand names "Glam Vidzz" "Simply Erotic" "Russian Amateurs" "2SeduceYou" and "50ShadesofGrey"
<b>Level 2 provider:</b>	Global Awareness Ltd
<b>Level 1 provider:</b>	Zamano Ltd; Veoo Ltd
<b>Cost:</b>	£3 per week; £4.50 per week
<b>Shortcodes:</b>	85878, 78450, 78113, 66111, 82999, 88150 and 85250
<b>Tribunal number:</b>	<b>189</b>

### Adjudication

- The Tribunal has paid full regard to the material supplied by the Executive. In respect of the material submitted by the Executive, the Tribunal noted in particular:
  - a) 401 complaints had been received about the Service after the last procedure against the Level 2 provider, the latest being on 7 July 2016.
  - b) The nature of the apparent breaches referred to by the Executive, including the lack of robust evidence of consent to charge.
  - c) The previous Track 1 procedure which suggested a history of obtaining revenue without obtaining the required consumer consent; based on recent complaints the Level 2 provider appeared to still be charging consumers without evidence of their consent
  - d) The information in the Debt Collection Withhold Assessment
- The Tribunal noted that a response to the Interim Warning Notice was supplied by the Level 2 provider after the stated deadline. The Tribunal considered whether this material should be taken into account. Having considered the clarity and short length of the response, the nature of the points raised, the length of time available before the hearing at the time when the response was made, and the likely lack of prejudice to the Executive, the Tribunal exercised its discretion in the interest of fairness, and in the circumstances of this case, to admit the response. Accordingly, the Tribunal has paid full regard to the representations provided by the relevant party (the Level 2 provider). In respect of the material submitted by the Level 2 provider, the Tribunal noted in particular:
  - a) The Level 2 provider's assertions made in support of its case on apparent breaches, including the submission that message delivery blockages resulted in delays to billing complainants, which was why complaints were now being received.

- b) The Level 2 provider's submission that the matter was addressed by a previous Track 1 procedure. The Tribunal noted that the action plan clearly stated that the Executive may initiate a Track 2 procedure if the issues previously identified were not rectified, and in any event, noted that the complainants had been charged in the period post-dating the Track 1 procedure.
  - c) The Level 2 provider had stated that it had provided refunds. The Tribunal was not satisfied that it had been provided with sufficient credible evidence that all complaints had been refunded, and noted that some complainants had stated they had only received partial refunds. The Tribunal also noted that the Service was ongoing and so the Executive may receive more complaints.
- The Tribunal has paid regard to the Supporting Procedures, including the factors set out at paragraph 80 and paragraph 91.

Having considered the evidence before it, the Tribunal has made the following determinations:

- 1) At first appearance (and subject to evidence, arguments or information being later supplied and/or tested), there does appear to be sufficient evidence that could support a breach of Code of Practice rule 2.3.3 and Code of Practice (13<sup>th</sup> edition) paragraph 4.2.4.
- 2) The Tribunal considers that the Level 2 provider will not be able or willing to pay such refunds, administrative charges and/or financial penalties that may be imposed by a Tribunal in due course. The Tribunal notes in particular:
  - a) the Executive's comments in its Debt Collection Withhold Assessment:
    - i) although the Level 2 provider had trading history since 2012, the Level 2 provider did not have up-to-date published filed accounts
    - ii) that a notice of dissolution had twice been recently filed at Companies House, (although dissolution had since been suspended)
    - iii) the Level 2 provider's most recent published balance figures
    - iv) although there was a lack of previous Track 2 procedures against the Level 2 provider, there was relevant compliance history (a Track 1 procedure)
    - v) The potential seriousness of the breaches, and very high service revenue, which could result in a higher level of fine.
- 3) The Tribunal is satisfied that PhonepayPlus has made reasonable endeavours to notify the Level 2 provider of its initial findings and the proposed interim measures.
- 4) The Tribunal considers that the measures set out below are appropriate and proportionate to take in the circumstances of this case. The Tribunal noted the Level 2 provider's submission that a withhold based on an estimated fine of £180,000 would be acceptable. Having considered the facts of the case, including apparent breaches, complaints and service revenue, the Tribunal was of the view that an estimated fine of £250,000 for the purposes of a withhold is more appropriate.
- 5) Accordingly, the Tribunal hereby directs that:



- a) PhonepayPlus is authorised to direct a withhold of up to £282,000.
- b) The sums directed to be withheld may be allocated and re-allocated between any Network operators or Level 1 providers for the Service as the Executive sees fit from time to time, provided that the total sum withheld by all providers does not exceed the maximum sum authorised in this decision.
- c) The Executive is given discretion to vary the total directed to be withheld downwards in the event that it is provided with alternative security which is, in its view, sufficient to ensure that such refunds, administrative charges and/or financial penalties as it estimates a CAT may impose in due course are paid.
- d) Such interim measures are to be revoked upon the case being re-allocated to Track 1 or otherwise discontinued without sanction.

**ROBIN CALLENDER SMITH**  
**4 AUGUST 2016**

## APPENDIX D

Responses dated 6 May 2016

Executive:

You have stated that Global Awareness uses the software framework 'Fail2Ban'. The Executive has the following questions in relation to Fail2Ban:

- i. Please provide the exact date on which Fail2Ban was installed.

Level 2 provider:

*"This software has been in use since very beginning of our services being in operation. It is a part of standard equipment that we found useful for creating a secure, tamper proof database immune to compromising or any potential outside interference." [sic]*

Executive:

- ii. You have stated that the "firewall was set on too strict credentials". Please provide evidence to show your network settings before AND after this error was identified.

Level 2 provider:

*"According to our IT Team we are not sure what is meant by this question since it is not a matter of network settings and once the configurations are adjusted (often in the background as the software is actually very intelligent, hence it is a very popular tool) it is not possible to guess how previous faulty setting looked after it was adjusted." [sic]*

Executive:

- iii. Please supply log file (fail2ban.log) which show the IP addresses which fail2ban has blocked at various times during the period in question.

Level 2 provider:

*"This again have puzzled out my ITs hence the delay in our answer. I must admit I was pushing to receive this information but it is simply not the way we would be able to retrieve information. The scripts are being overwritten and as a reasonable precaution only the most recent = current settings are in use. There would have been no point to use the settings/credentials that were already changed, as it has been explained by my Staff." [sic]*

Executive:

- iv. You have stated that "...messages were sent by Global Awareness but they never had a chance to reach the Level 1 systems because firewall was set on too strict credentials" [sic]. Please confirm the exact date on which this error was identified, and provide copies of all correspondence relating to this discovery.

Level 2 provider:

*“It was the only possible explanation and such assumption was confirmed by what we found on the system. I must (even if I repeat myself) put a special weight on the fact that there has always been a margin for revenue drop due to lack of wither delivery receipt or associated message failure. Security measures employed as a method to set up the secure system for opt in storage was a must in already discussed circumstances and we did note a significant drop in expected revenue when it was in use. Typical revenue drop oscillates around 40% it was had been rather a steady official trend and as you could have seen reviewing our previous reply, we have been in (very active) touch with aggregators on this matter and then we acknowledged this is the way message delivery system works. Therefore it is not possible to state that on day X we discovered the issue exactly as it was and fixed it on the same day. It was also impossible to predict that security measures, so perfect for one purpose, would interfere with the other aspect involved. Software intermittences caused isolated issues where message forwarding strings were corrupted and once it occurred for example user/mobile number, subsequent sending attempts were also failing until the string was reinstated. It is self-explanatory that if entire message delivery was corrupted in this way, would have noted a 0% success resulting in £0 profit which would have been my all means alarming. Unfortunately, these incidents fell within the failure margin therefore we could have noted a prolonged timeframes where no delivery receipt was received due to fact that service premium message never had a chance to reach aggregator. It has come to our attention at the start of January 2015. We noted that amount of complaints started to increase gradually and at such point we started to raise a question on the possible reason. At first we thought that is was caused by new rules that a single premium message was only allowed to be sent to consumers (instead of e.g. 3x£1.50) and it may have caused a confusion for current subscribers. There were no official announcements in the press or publicly available articles on this matter therefore we assumed this might be a case. We introduced a temporary service at lower price-points (e.g. £2.5 instead of £3/ week) for this reason. We also introduced new short code priced at £4.50. In addition, being aware that usage of shared code (85878) was causing issues with service provider identification by networks or even PhonepayPlus Team, we moved towards dedicated code 78113 to limit these confusions. Once we continued to receive complaints forwarded by PhonepayPlus Team, we looked into this matter with even more attention and we noted that users who contacted PhonepayPlus experienced times of service messages not reaching them. Once a number of ongoing subscriptions were being gradually moved to new short codes, we also started getting more complaints which was very confusing to ourselves. We would have expected that new plan should only be better for subscribers and while it was for the majority of them, no single consumer query remains without our care. Once we started to see a pattern, we continued to check the system and each subscriber inside out to make sure all messages are reaching aggregators and we managed to be on right track as far as technical aspects are concerned. Please note that in June 2015 we confirmed our full will for cooperation on reducing the complaint levels to Mr Stevens (please refer to email: Mon, June 8, 2015 4:53 pm). Each and every affected subscriber has been contacted (where possible) and received a refund (where appropriate), including good gesture refunds in return for inconvenience. We agreed that a plan of 120 opt out rule suggested by networks and aggregators is a good way onwards as well as it would let avoiding and most of all eliminating longer timeframes of unsuccessful delivery.” [sic]*

Executive:

- v. Please provide copies of all correspondence in which you have with the Level 1 providers regarding this issue.

Level 2 provider:

*"We follow the policy of contacting our Partners via phone/ or video calls."*

Responses dated 12 September 2016

**Executive:**

Please supply full details of Fail2ban configuration settings, particularly those which you state caused the consistent blocking of communication between the Level 2 provider and the Level 1 provider and consequently caused Service messages to fail.

**Level 2 provider:**

I believe it was confirmed to Executive that old settings of this software are/ were not stored because any change is deleting the initial details.

**Executive:**

Please confirm whether the configurations were set by your Technical Dept. or were the default configuration settings of the installation accepted?

**Level 2 provider:**

I am not able to confirm whether default or custom settings were used because a part of IT Team is no longer working for our company. Moreover, current, prolonged revenue withhold is a threat for remaining Team members because company is facing a serious financial hardship being unable to pay salaries and bills.

**Executive:**

Which version of Fail2ban was being used when the incorrect "banning" was occurring?

**Level 2 provider:**

I am not able to confirm whether default or custom settings were used because a part of IT Team is no longer working for our company. Software used was a standard version to my knowledge.

**Executive:**

Please supply any available log files produced by Fail2ban.

**Level 2 provider:**

I believe it was confirmed to Executive that old settings of this software are/ were not stored because any change is deleting the initial details.

**Executive:**

Was the installation part of a Linux distribution?

**Level 2 provider:**

I am not able to confirm this fact because a part of IT Team is no longer working for our company. System is based on Linux to my knowledge.

**Executive:**

Was the installation downloaded separately as a standalone installation?

**Level 2 provider:**

I am not able to confirm this because a part of IT Team is no longer working for our company. Software and secure system was a part of our plan to make a system secure as we explained on many occasions to Executives. I provided a detailed description on purpose of the systems during our correspondence.

**Executive:**

Was the installation supplied as part of a server package by your hosting company?

**Level 2 provider:**

I am not able to confirm this because a part of IT Team is no longer working for our company. System details were summarised to Executive on many occasions and I am not sure if I can help to higher extent and how this question could be regarded as providing Executive with a full picture of internal systems.

**Executive:**

Please confirm who Global Awareness used as its hosting provider at the time the Fail2ban error occurred.

**Level 2 provider:**

I am not able to confirm this because a part of IT Team is no longer working for our company. Please note that it was not a fail2ban error but the fact that our system was even too secure against external threats therefore message transfer was interrupted to insignificant extent. I am not able to determine whether software was in error itself.

**Executive:**

What communication protocol/service(s) are used between Global Awareness and the Level 1 providers?

**Level 2 provider:**

**I am not able to confirm this because a part of IT Team is no longer working for our company. I however believe this matter was explained and can be verified from Level 1 providers because it is standard protocol.**

**Executive:**

Please confirm whether the connections between Global Awareness and the Level 1 providers are initiated by Global Awareness or does the Level 1 providers establish a connection and then receive messages from the Level 2 provider?

**Level 2 provider:**

**To my knowledge it is Level 2 provider who initiates the action because Level 1 is what we used to call an aggregator and it means it only facilitates the communication between subscriber and Level 2 provider.**








**APPENDIX E**










Level 2 provider message log for mobile number \*\*\*\*\*6157

MSISDN	SHORTCODE	DATE	TIME	STATUS	COST	MESSAGE
[REDACTED]	65905	05/09/2014	16:30:41	SENT	£0.00	<a href="http://2seduceyou.com/?c=190b861bf">http://2seduceyou.com/?c=190b861bf</a>
[REDACTED]	65905	05/09/2014	16:33:45	SENT	£0.00	FreeMsg: Welcome to 2seduceyou video subscription service costing £4.50 week. Help? 02035981581. Text STOP to 65905 to STOP. Service provided by GlobalAwareness.
[REDACTED]	65905	05/10/2014	18:15:28	SENT	£0.00	FreeMsg: You are subscribed to 2seduceyou video subscription £4.50 week until you send stop to 65905 Help? 02035981581 and support@global-awareness.co.uk.
[REDACTED]	65905	05/11/2014	20:00:49	SENT	£0.00	FreeMsg: You are subscribed to 2seduceyou video subscription £4.50 week until you send stop to 65905 Help? 02035981581 and support@global-awareness.co.uk.
[REDACTED]	65905	05/12/2014	19:52:27	SENT	£0.00	FreeMsg: You are subscribed to 2seduceyou video subscription £4.50 week until you send stop to 65905 Help? 02035981581 and support@global-awareness.co.uk.
[REDACTED]	65905	05/01/2015	18:30:20	SENT	£0.00	FreeMsg: You are subscribed to 2seduceyou video subscription £4.50 week until you send stop to 65905 Help? 02035981581 and support@global-awareness.co.uk.
[REDACTED]	65905	05/02/2015	19:16:00	SENT	£0.00	FreeMsg: You are subscribed to 2seduceyou video subscription £4.50 week until you send stop to 65905 Help? 02035981581 and support@global-awareness.co.uk.

██████	78450	13/02/2015	21:57:13	SENT	£0.00	FreeMsg: Your subscription for £4.50 week is changing shortcodes to 78450. Help? 02035981581 Text STOP to 78450 to STOP SP GlobalAwareness.
██████	78450	05/03/2015	19:46:12	SENT	£0.00	FreeMsg: You are subscribed to 50shadeofgrey video subscription £4.50 week until you send stop to 78450 Help? 02035981581 and support@global-awareness.co.uk.
██████	78450	05/04/2015	19:08:09	SENT	£0.00	FreeMsg: You are subscribed to 50shadeofgrey video subscription £4.50 week until you send stop to 78450 Help? 02035981581 and support@global-awareness.co.uk.
██████	78450	05/05/2015	18:48:36	SENT	£0.00	FreeMsg: You are subscribed to 50shadeofgrey video subscription £4.50 week until you send stop to 78450 Help? 02035981581 and support@global-awareness.co.uk.
██████	78450	05/06/2015	19:15:20	SENT	£0.00	FreeMsg: You are subscribed to 50shadeofgrey video subscription £4.50 week until you send stop to 78450 Help? 02035981581 and support@global-awareness.co.uk.
██████	78450	05/07/2015	18:02:57	SENT	£0.00	FreeMsg: You are subscribed to 50shadeofgrey video subscription £4.50 week until you send stop to 78450 Help? 02035981581 and support@global-awareness.co.uk.
██████	78450	05/08/2015	18:38:22	SENT	£0.00	FreeMsg: You are subscribed to 50shadeofgrey video subscription £4.50 week until you send stop to 78450 Help? 02035981581 and support@global-awareness.co.uk.
██████	78450	05/09/2015	19:34:52	SENT	£0.00	FreeMsg: You are subscribed to 50shadeofgrey video subscription £4.50 week until you send stop to 78450 Help?



						02035981581 and support@global-awareness.co.uk.
	78450	05/10/2015	18:12:41	SENT	£0.00	FreeMsg:You are subscribed to 50shadeofgrey video subscription £4.50 week until you send stop to 78450 Help? 02035981581 and support@global-awareness.co.uk.
	78450	05/11/2015	19:23:17	SENT	£0.00	FreeMsg:You are subscribed to 50shadeofgrey video subscription £4.50 week until you send stop to 78450 Help? 02035981581 and support@global-awareness.co.uk.
	78450	05/12/2015	19:10:16	SENT	£0.00	FreeMsg:You are subscribed to 50shadeofgrey video subscription £4.50 week until you send stop to 78450 Help? 02035981581 and support@global-awareness.co.uk.
	78450	05/01/2016	18:40:37	SENT	£0.00	FreeMsg:You are subscribed to 50shadeofgrey video subscription £4.50 week until you send stop to 78450 Help? 02035981581 and support@global-awareness.co.uk.
	78450	05/02/2016	20:13:34	SENT	£0.00	FreeMsg:You are subscribed to 50shadeofgrey video subscription £4.50 week until you send stop to 78450 Help? 02035981581 and support@global-awareness.co.uk.
	78450	05/03/2016	19:19:45	SENT	£0.00	FreeMsg:You are subscribed to 50shadeofgrey video subscription £4.50 week until you send stop to 78450 Help? 02035981581 and support@global-awareness.co.uk.
	78450	05/04/2016	20:00:48	SENT	£0.00	FreeMsg:You are subscribed to 50shadeofgrey video subscription £4.50 week until you send stop to 78450 Help? 02035981581 and support@global-awareness.co.uk.









	78450	05/05/2016	19:05:02	SENT	£0.00	FreeMsg:You are subscribed to 50shadeofgrey video subscription £4.50 week until you send stop to 78450 Help? 02035981581 and support@global-awareness.co.uk.
	78450	05/06/2016	19:50:06	SENT	£0.00	FreeMsg:You are subscribed to 50shadeofgrey video subscription £4.50 week until you send stop to 78450 Help? 02035981581 and support@global-awareness.co.uk.
	78450	05/07/2016	18:52:44	SENT	£0.00	FreeMsg:You are subscribed to 50shadeofgrey video subscription £4.50 week until you send stop to 78450 Help? 02035981581 and support@global-awareness.co.uk.
	78450	05/08/2016	20:04:13	SENT	£0.00	FreeMsg:You are subscribed to 50shadeofgrey video subscription £4.50 week until you send stop to 78450 Help? 02035981581 and support@global-awareness.co.uk.
	78450	05/09/2016	18:48:59	SENT	£0.00	FreeMsg:You are subscribed to 50shadeofgrey video subscription £4.50 week until you send stop to 78450 Help? 02035981581 and support@global-awareness.co.uk.
	78450	05/10/2016	19:27:41	SENT	£0.00	FreeMsg:You are subscribed to 50shadeofgrey video subscription £4.50 week until you send stop to 78450 Help? 02035981581 and support@global-awareness.co.uk.
	65905	06/09/2014	19:04:57	SENT	£1.50	<a href="http://2seduceyou.com/?c=5362c7ef3">http://2seduceyou.com/?c=5362c7ef3</a>
	65905	06/09/2014	19:04:57	SENT	£1.50	Fresh new sexy videos available every week! Help? 02035981581 or support@global-awareness.co.uk.
	65905	06/09/2014	19:04:57	SENT	£1.50	Enjoy your hot babe videos.










<b>F</b>	65905	13/09/2014	15:06:46	SENT	£1.50	Fresh new sexy videos available every week! Help? 02035981581 or support@global-awareness.co.uk.
<b>F</b>	65905	13/09/2014	15:06:46	SENT	£1.50	Enjoy your hot babe videos.
<b>F</b>	65905	13/09/2014	15:06:46	SENT	£1.50	<a href="http://2seduceyou.com/?c=5362c7ef3">http://2seduceyou.com/?c=5362c7ef3</a>
<b>F</b>	65905	20/09/2014	18:29:43	SENT	£1.50	Fresh new sexy videos available every week! Help? 02035981581 or support@global-awareness.co.uk.
<b>F</b>	65905	20/09/2014	18:29:43	SENT	£1.50	Enjoy your hot babe videos.
<b>F</b>	65905	20/09/2014	18:29:43	SENT	£1.50	<a href="http://2seduceyou.com/?c=5362c7ef3">http://2seduceyou.com/?c=5362c7ef3</a>
<b>F</b>	65905	27/09/2014	18:30:00	SENT	£1.50	Enjoy your hot babe videos.
<b>F</b>	65905	27/09/2014	18:30:00	SENT	£1.50	Fresh new sexy videos available every week! Help? 02035981581 or support@global-awareness.co.uk.
<b>F</b>	65905	27/09/2014	18:30:00	SENT	£1.50	<a href="http://2seduceyou.com/?c=5362c7ef3">http://2seduceyou.com/?c=5362c7ef3</a>
<b>F</b>	65905	04/10/2014	19:23:32	SENT	£1.50	<a href="http://2seduceyou.com/?c=5362c7ef3">http://2seduceyou.com/?c=5362c7ef3</a>
<b>F</b>	65905	04/10/2014	19:23:32	SENT	£1.50	Fresh new sexy videos available every week! Help? 02035981581 or support@global-awareness.co.uk.
<b>F</b>	65905	04/10/2014	19:23:32	SENT	£1.50	Enjoy your hot babe videos.
<b>F</b>	65905	11/10/2014	15:20:02	SENT	£1.50	<a href="http://2seduceyou.com/?c=5362c7ef3">http://2seduceyou.com/?c=5362c7ef3</a>
<b>F</b>	65905	11/10/2014	15:20:02	SENT	£1.50	Enjoy your hot babe videos.
<b>F</b>	65905	11/10/2014	15:20:02	SENT	£1.50	Fresh new sexy videos available every week! Help? 02035981581 or support@global-awareness.co.uk.
<b>F</b>	65905	18/10/2014	13:51:31	SENT	£1.50	Fresh new sexy videos available every week! Help? 02035981581 or support@global-awareness.co.uk.
<b>F</b>	65905	18/10/2014	13:51:31	SENT	£1.50	Enjoy your hot babe videos.

<b>F</b>	65905	18/10/2014	13:51:31	SENT	£1.50	<a href="http://2seduceyou.com/?c=5362c7ef3">http://2seduceyou.com/?c=5362c7ef3</a>
<b>F</b>	65905	25/10/2014	15:23:25	SENT	£1.50	Fresh new sexy videos available every week! Help? 02035981581 or support@global-awareness.co.uk.
<b>F</b>	65905	25/10/2014	15:23:25	SENT	£1.50	Enjoy your hot babe videos.
<b>F</b>	65905	25/10/2014	15:23:25	SENT	£1.50	<a href="http://2seduceyou.com/?c=5362c7ef3">http://2seduceyou.com/?c=5362c7ef3</a>
<b>F</b>	65905	01/11/2014	17:09:02	SENT	£1.50	Enjoy your hot babe videos.
<b>F</b>	65905	01/11/2014	17:09:02	SENT	£1.50	Fresh new sexy videos available every week! Help? 02035981581 or support@global-awareness.co.uk.
<b>F</b>	65905	01/11/2014	17:09:02	SENT	£1.50	<a href="http://2seduceyou.com/?c=5362c7ef3">http://2seduceyou.com/?c=5362c7ef3</a>
<b>F</b>	65905	08/11/2014	19:46:11	SENT	£1.50	Enjoy your hot babe videos.
<b>F</b>	65905	08/11/2014	19:46:11	SENT	£1.50	<a href="http://2seduceyou.com/?c=5362c7ef3">http://2seduceyou.com/?c=5362c7ef3</a>
<b>F</b>	65905	08/11/2014	19:46:11	SENT	£1.50	Fresh new sexy videos available every week! Help? 02035981581 or support@global-awareness.co.uk.
<b>F</b>	65905	15/11/2014	18:56:56	SENT	£1.50	<a href="http://2seduceyou.com/?c=5362c7ef3">http://2seduceyou.com/?c=5362c7ef3</a>
<b>F</b>	65905	15/11/2014	18:56:56	SENT	£1.50	Enjoy your hot babe videos.
<b>F</b>	65905	15/11/2014	18:56:56	SENT	£1.50	Fresh new sexy videos available every week! Help? 02035981581 or support@global-awareness.co.uk.
<b>F</b>	65905	22/11/2014	13:55:25	SENT	£1.50	Enjoy your hot babe videos.
<b>F</b>	65905	22/11/2014	13:55:25	SENT	£1.50	Fresh new sexy videos available every week! Help? 02035981581 or support@global-awareness.co.uk.
<b>F</b>	65905	22/11/2014	13:55:25	SENT	£1.50	<a href="http://2seduceyou.com/?c=5362c7ef3">http://2seduceyou.com/?c=5362c7ef3</a>
<b>F</b>	65905	29/11/2014	19:36:00	SENT	£1.50	Fresh new sexy videos available every week! Help? 02035981581 or support@global-awareness.co.uk.









<b>F</b>	65905	29/11/2014	19:36:00	SENT	£1.50	Enjoy your hot babe videos.
<b>F</b>	65905	29/11/2014	19:36:00	SENT	£1.50	<a href="http://2seduceyou.com/?c=5362c7ef3">http://2seduceyou.com/?c=5362c7ef3</a>
<b>F</b>	65905	06/12/2014	13:59:31	SENT	£1.50	Enjoy your hot babe videos.
<b>F</b>	65905	06/12/2014	13:59:31	SENT	£1.50	Fresh new sexy videos available every week! Help? 02035981581 or support@global-awareness.co.uk.
<b>F</b>	65905	06/12/2014	13:59:31	SENT	£1.50	<a href="http://2seduceyou.com/?c=5362c7ef3">http://2seduceyou.com/?c=5362c7ef3</a>
<b>F</b>	65905	13/12/2014	14:09:22	SENT	£1.50	<a href="http://2seduceyou.com/?c=5362c7ef3">http://2seduceyou.com/?c=5362c7ef3</a>
<b>F</b>	65905	13/12/2014	14:09:22	SENT	£1.50	Enjoy your hot babe videos.
<b>F</b>	65905	13/12/2014	14:09:22	SENT	£1.50	Fresh new sexy videos available every week! Help? 02035981581 or support@global-awareness.co.uk.
<b>F</b>	65905	20/12/2014	14:45:42	SENT	£1.50	Enjoy your hot babe videos.
<b>F</b>	65905	20/12/2014	14:45:42	SENT	£1.50	Fresh new sexy videos available every week! Help? 02035981581 or support@global-awareness.co.uk.
<b>F</b>	65905	20/12/2014	14:45:42	SENT	£1.50	<a href="http://2seduceyou.com/?c=5362c7ef3">http://2seduceyou.com/?c=5362c7ef3</a>
<b>F</b>	65905	27/12/2014	13:08:07	SENT	£1.50	Fresh new sexy videos available every week! Help? 02035981581 or support@global-awareness.co.uk.
<b>F</b>	65905	27/12/2014	13:08:07	SENT	£1.50	Enjoy your hot babe videos.
<b>F</b>	65905	27/12/2014	13:08:07	SENT	£1.50	<a href="http://2seduceyou.com/?c=5362c7ef3">http://2seduceyou.com/?c=5362c7ef3</a>
<b>F</b>	65905	03/01/2015	19:38:59	SENT	£1.50	<a href="http://2seduceyou.com/?c=5362c7ef3">http://2seduceyou.com/?c=5362c7ef3</a>
<b>F</b>	65905	03/01/2015	19:38:59	SENT	£1.50	Fresh new sexy videos available every week! Help? 02035981581 or support@global-awareness.co.uk.
<b>F</b>	65905	03/01/2015	19:38:59	SENT	£1.50	Enjoy your hot babe videos.
<b>F</b>	65905	10/01/2015	17:01:02	SENT	£1.50	Enjoy your hot babe videos.










<b>F</b>	65905	10/01/2015	17:01:02	SENT	£1.50	Fresh new sexy videos available every week! Help? 02035981581 or support@global-awareness.co.uk.
<b>F</b>	65905	10/01/2015	17:01:02	SENT	£1.50	<a href="http://2seduceyou.com/?c=5362c7ef3">http://2seduceyou.com/?c=5362c7ef3</a>
<b>F</b>	65905	17/01/2015	18:35:23	SENT	£1.50	<a href="http://2seduceyou.com/?c=5362c7ef3">http://2seduceyou.com/?c=5362c7ef3</a>
<b>F</b>	65905	17/01/2015	18:35:23	SENT	£1.50	Fresh new sexy videos available every week! Help? 02035981581 or support@global-awareness.co.uk.
<b>F</b>	65905	17/01/2015	18:35:23	SENT	£1.50	Enjoy your hot babe videos.
<b>F</b>	65905	24/01/2015	17:04:07	SENT	£1.50	Enjoy your hot babe videos.
<b>F</b>	65905	24/01/2015	17:04:07	SENT	£1.50	<a href="http://2seduceyou.com/?c=5362c7ef3">http://2seduceyou.com/?c=5362c7ef3</a>
<b>F</b>	65905	24/01/2015	17:04:07	SENT	£1.50	Fresh new sexy videos available every week! Help? 02035981581 or support@global-awareness.co.uk.
<b>F</b>	65905	31/01/2015	13:27:07	SENT	£1.50	Enjoy your hot babe videos.
<b>F</b>	65905	31/01/2015	13:27:07	SENT	£1.50	<a href="http://2seduceyou.com/?c=5362c7ef3">http://2seduceyou.com/?c=5362c7ef3</a>
<b>F</b>	65905	31/01/2015	13:27:07	SENT	£1.50	Fresh new sexy videos available every week! Help? 02035981581 or support@global-awareness.co.uk.
<b>F</b>	65905	07/02/2015	19:28:16	SENT	£1.50	Enjoy your hot babe videos.
<b>F</b>	65905	07/02/2015	19:28:16	SENT	£1.50	Fresh new sexy videos available every week! Help? 02035981581 or support@global-awareness.co.uk.
<b>F</b>	65905	07/02/2015	19:28:16	SENT	£1.50	<a href="http://2seduceyou.com/?c=5362c7ef3">http://2seduceyou.com/?c=5362c7ef3</a>
<b>F</b>	78450	14/02/2015	17:50:59	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
<b>F</b>	78450	21/02/2015	16:21:12	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL









						MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	28/02/2015	13:46:28	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	07/03/2015	19:27:54	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	14/03/2015	15:44:36	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	21/03/2015	13:40:47	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	28/03/2015	18:15:11	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	04/04/2015	18:42:32	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	11/04/2015	14:48:02	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	18/04/2015	13:40:53	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581










	78450	25/04/2015	14:33:58	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	02/05/2015	18:35:17	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	09/05/2015	13:32:28	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	16/05/2015	15:14:55	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	23/05/2015	15:46:46	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	30/05/2015	15:17:43	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	06/06/2015	19:13:10	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	13/06/2015	18:46:36	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	20/06/2015	14:58:49	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP




















						24HOURS CALL 02035981581
	78450	27/06/2015	16:13:42	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	04/07/2015	14:54:25	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	11/07/2015	17:41:14	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	18/07/2015	17:33:44	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	25/07/2015	13:15:55	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	01/08/2015	19:06:44	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	08/08/2015	15:05:13	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	15/08/2015	17:07:28	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581









	78450	22/08/2015	13:10:03	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	29/08/2015	13:27:46	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	05/09/2015	13:33:22	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	12/09/2015	18:04:17	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	19/09/2015	18:18:46	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	26/09/2015	16:54:34	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	03/10/2015	18:50:46	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	10/10/2015	17:46:39	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	17/10/2015	19:39:10	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP










						24HOURS CALL 02035981581
	78450	24/10/2 015	19:31: 34	SENT	£4.5 0	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	31/10/2 015	16:01: 50	SENT	£4.5 0	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	07/11/2 015	18:21: 42	SENT	£4.5 0	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	14/11/2 015	14:19: 35	SENT	£4.5 0	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	21/11/2 015	16:42: 44	SENT	£4.5 0	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	28/11/2 015	19:55: 40	SENT	£4.5 0	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	05/12/2 015	19:54: 52	SENT	£4.5 0	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	12/12/2 015	17:15: 12	SENT	£4.5 0	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581

	78450	19/12/2015	15:10:35	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	26/12/2015	15:41:38	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	02/01/2016	19:32:56	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	09/01/2016	14:23:44	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	16/01/2016	14:28:14	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	23/01/2016	14:31:45	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	30/01/2016	17:37:26	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	06/02/2016	16:22:39	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	13/02/2016	19:12:59	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP




						24HOURS CALL 02035981581
	78450	20/02/2016	15:11:09	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	27/02/2016	16:38:34	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	05/03/2016	18:19:43	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	12/03/2016	17:16:23	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	19/03/2016	13:46:01	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	26/03/2016	18:29:47	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	02/04/2016	17:44:09	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	09/04/2016	14:19:23	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581

	78450	16/04/2016	16:34:04	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	23/04/2016	16:02:55	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	30/04/2016	18:13:58	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	07/05/2016	15:24:49	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	14/05/2016	13:49:33	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	21/05/2016	17:53:07	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	28/05/2016	14:56:22	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	04/06/2016	16:51:24	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	11/06/2016	16:14:49	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP

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	78450	18/06/2016	16:15:58	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	25/06/2016	13:34:07	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	02/07/2016	16:10:28	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	09/07/2016	16:10:49	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	16/07/2016	17:49:19	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	23/07/2016	18:21:03	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	30/07/2016	18:52:28	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	06/08/2016	17:22:15	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581

	78450	13/08/2016	19:44:47	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	20/08/2016	13:20:41	SENT	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	27/08/2016	19:05:16	FAILED	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	03/09/2016	19:15:17	FAILED	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	10/09/2016	19:15:15	BILLED	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	17/09/2016	19:15:15	BILLED	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	24/09/2016	19:15:14	BILLED	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	01/10/2016	19:15:14	BILLED	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	08/10/2016	19:15:15	BILLED	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP



						24HOURS CALL 02035981581
	78450	15/10/2016	19:15:09	BILLED	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	22/10/2016	19:15:06	BILLED	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581
	78450	29/10/2016	19:15:05	BILLED	£4.50	<a href="http://50shadeofgrey.uk/?c=5362c7ef3">http://50shadeofgrey.uk/?c=5362c7ef3</a> TEXT STOP TO 78450 TO STOP ALL MESSAGES, FOR HELP 24HOURS CALL 02035981581

