

Sprint In-Market Shortcode Violations and Actions Required <i>continued</i>			
	<i>Violations</i>	<i>Severity</i>	<i>Actions Required</i>
Pricing <i>continued</i>	Unclear Nextel pricing	1	Specify Nextel pricing individually
	Pricing spelled out in main offer	1	Express pricing as numerals in main offer
Subscription	No subscription disclosure	1	Display subscription disclosure in main offer
	Subscription disclosure not displayed adjacent to cell-submit field	1	Display subscription disclosure within one line break of cell-submit field
	Subscription disclosure hidden in T&Cs	1	Display subscription disclosure in main offer
	Nextel subscription disclosure hidden in T&Cs	1	Display Nextel subscription disclosure in main offer
	No subscription term	1	Display subscription term in main offer
	Unclear subscription term	1	Reconcile, among main offer, CA, and T&Cs, all references to subscription term
	Subscription term not displayed adjacent to cell-submit field	1	Display subscription term within one line break of cell-submit field
	Subscription term hidden in T&Cs	1	Display subscription term in main offer
	Weekly subscription	1	Migrate to monthly subscription immediately
	Daily subscription	1	Migrate to monthly subscription immediately
T&Cs	No link to comprehensive T&Cs [print and TV]	1	Display link to comprehensive T&Cs
	Generic T&Cs	1	Display separate T&Cs for disparate products or services
	T&Cs illegible	1	Increase point size and change color scheme to improve contrast
	No privacy policy or link to privacy policy	1	Display privacy policy or link to privacy policy
	Scrolling T&Cs	1	Make T&Cs static
	Ad contained within invisible scrolling frame (accessible <i>only</i> with scroll wheel)	1	Reveal scroll bar
	T&Cs contained in separate scroll-box	1	Remove scroll from offer
	No opt-out information	1	Display <i>STOP</i> as opt-out command
	Incorrect opt-out information	1	Associate opt-out command with shortcode and preface with "Send" or "Text"
Unclear opt-out information	1	Associate opt-out command with shortcode and preface with "Send" or "Text"	
Charges and Billing	No mention of billing method	3	Disclose billing method
	Conflicting billing methods	3	Disclose correct billing method only
	No mention that message and data rates may apply	3	Disclose that message and data rates may apply

Appendix B: Standard Rate Shortcode Violations and Actions Required

Sprint Standard Rate Shortcode Violations and Actions Required*			
	<i>Violations</i>	<i>Severity</i>	<i>Actions Required</i>
Program	Contains unapproved or adult content	1	Remove unapproved or adult content
	Implies unapproved or adult content	1	Remove implied unapproved or adult content
	Affiliated with unapproved marketing practices or content	1	Reconcile product or service with original program brief on record, or submit new, accurate program brief for review
	Contains profanity	1	Remove profanity
	Contains reference to abuse of controlled substance (e.g., alcohol, drugs, tobacco)	1	Remove reference to abuse of any controlled substance
	Promotes alcohol consumption	1	Remove promotion for alcohol consumption
	No product or service disclosure	1	Disclose product or service in main offer
	No product quantity	1	Disclose product quantity in main offer
	Unclear product quantity for Sprint customers	1	Disclose actual product quantity for Sprint customers
	Misrepresentation of product offering	1	Reconcile, among main offer, CA, and T&Cs, all references to product type
	Misrepresentation of product quantity	1	Display only actual product quantity per subscription term (e.g., 15 ringtones/mo.)
	Program sponsor not identified	1	Identify program sponsor by shortcode
	Unapproved carrier endorsement	1	Remove carrier endorsement
	Superimposed text	1	Remove superimposed text
	Unclear keyword	1	Reconcile, among audio and video, all references to keyword
	Preselected radio button or checkbox	1	Leave all radio buttons or checkboxes empty for customer action
	Product or service disclosure hidden in T&Cs	2	Disclose product or service in main offer
Product quantity hidden in T&Cs	2	Display product quantity in main offer	
Pricing	Use of the term <i>free</i>	1	Remove the term <i>free</i>
Subscription	No subscription disclosure	1	Display subscription disclosure in main offer
	Subscription disclosure not displayed adjacent to cell-submit field	1	Display subscription disclosure within one line break of cell-submit field
	Subscription disclosure hidden in T&Cs	1	Display subscription disclosure in main offer
T&Cs	No privacy policy or link to privacy policy	1	Display privacy policy or link to privacy policy
	No opt-out information	1	Display <i>STOP</i> as opt-out command
	Incorrect opt-out information	1	Associate opt-out command with shortcode and preface with "Send" or "Text"
	Unclear opt-out information	1	Associate opt-out command with shortcode and preface with "Send" or "Text"
Charges and Billing	No mention that message and data rates may apply	3	Disclose that message and data rates may apply

*Sprint Standard Rate Shortcode Violations and Actions Required are effective immediately.

Appendix C: WAP Billing Violations and Actions Required

Sprint WAP Billing Violations and Actions Required			
	<i>Violations</i>	<i>Severity</i>	<i>Actions Required</i>
Program	Contains unapproved or adult content	1	Remove unapproved or adult content
	Implies unapproved or adult content	1	Remove implied unapproved or adult content
	Affiliated with unapproved marketing practices or content	1	Reconcile product or service with original program brief on record, or submit new, accurate program brief for review
	Contains profanity	1	Remove profanity
	No product or service disclosure	1	Disclose product or service in main offer
	No product quantity	1	Disclose product quantity in main offer
	Misrepresentation of product offering	1	Reconcile, among main offer, CA, and T&Cs, all references to product type
	Misrepresentation of product quantity	1	Display only actual product quantity per subscription term (e.g., 15 ringtones/mo.)
	No link to customer care information	1	Implement link to customer care information
	Unapproved carrier endorsement	1	Remove carrier endorsement
	Superimposed text	1	Remove superimposed text
	Product or service disclosure hidden in T&Cs	2	Disclose product or service in main offer
Product quantity hidden in T&Cs	2	Display product quantity in main offer	
Pricing	No pricing	1	Display program pricing in main offer
	Pricing point size too small	1	Increase pricing point size to at least 50% as large as CA point size
	Pricing not displayed adjacent to CA	1	Display pricing on same screen as CA, visible without scrolling
	Pricing hidden in T&Cs	1	Display program pricing in main offer
	Sprint pricing hidden in T&Cs	1	Display Sprint pricing in main offer
	No explicit "Pay on My Phone Bill" button	1	Display explicit "Pay on My Phone Bill" button
	Conflicting pricing	1	Display correct pricing
	Pricing illegible	1	Increase point size and alter color scheme to improve contrast
	Use of the term <i>free</i>	1	Remove the term <i>free</i>
	Pricing spelled out in main offer	2	Express pricing as numerals in main offer
Subscription	No subscription disclosure	1	Display subscription disclosure in main offer
	Subscription disclosure not displayed adjacent to CA	1	Display subscription disclosure on same screen as CA, visible without scrolling
	Subscription disclosure hidden in T&Cs	1	Display subscription disclosure in main offer
	No subscription term	1	Display subscription term on same screen as CA, visible without scrolling
	Subscription term not displayed adjacent to CA	1	Display subscription term on the same page, without scrolling, of CA or cell-submit field
	Subscription term hidden in T&Cs	1	Disclose subscription term in main offer
	Weekly subscription	1	Migrate to monthly subscription immediately
	Daily subscription	1	Migrate to monthly subscription immediately
	Unclear subscription term	2	Reconcile, among main offer, CA, and T&Cs, all references to subscription term

Sprint WAP Billing Violations and Actions Required <i>continued</i>			
	<i>Violations</i>	<i>Severity</i>	<i>Actions Required</i>
T&Cs	No T&Cs link below "Cancel" button	1	Implement T&Cs link directly below "Cancel" button
	T&Cs illegible	1	Increase point size and change color scheme to improve contrast
	Automatic opt-in to unrelated ads and promos with current program opt-in	1	Discontinue automatic opt-in to unrelated ads and promos
	No privacy policy or link to privacy policy*	1	Display privacy policy or link to privacy policy
	T&Cs contained in separate scroll-box	2	Remove scroll from offer
	No opt-out information	2	Display opt-out information
	No "Cancel" button	2	Implement facility for immediate opt-out with "Cancel" button directly below "Pay on My Phone Bill" button
	No explanation in T&Cs of expected charges	3	Disclose in T&Cs all expected charges
Charges and Billing	Failure to locate disclosure that message and data rates may apply adjacent to CA*	2	Disclose that message and data rates may apply directly above or below CA
	No mention of billing method	3	Disclose billing method
	Conflicting billing methods	3	Disclose correct billing method only
	No mention that message and data rates may apply	3	Disclose that message and data rates may apply

* Privacy policy and message and data rates disclosure violations effective immediately

Appendix D: Message Flow Shortcode Violations and Actions Required

Sprint Message Flow Shortcode Violations and Actions Required				
	<i>Violations</i>	<i>Severity</i>	<i>Actions Required</i>	
PIN/Opt In	Program	Failure to send PIN/Opt In message	1	Send PIN/Opt In message with PIN or response command for double opt in
		Misrepresentation of product quantity	1	Display only actual product quantity per subscription term (e.g., 15 ringtones/mo.)
		Unclear product quantity	1	Disclose actual product quantity
		Failure to provide user PIN or response command	1	Display PIN or response command
		Failure to locate PIN or response command <i>after</i> pricing information <i>only</i> *	1	Display PIN or response command <i>after</i> pricing information <i>only</i>
		Failure to identify program	2	Display program name
		Failure to identify program clearly	2	Choose one program name and cite it consistently throughout message flow
		No product or service disclosure	2	Disclose product or service
		Misrepresentation of product offering	2	Reconcile, among all messages, references to product type
		No product quantity	2	Disclose product quantity
	Pricing	No pricing	1	Display program pricing
		Unclear pricing	1	Display program and carrier-specific pricing
		Conflicting pricing	1	Reconcile, among all messages and ad, references to pricing
		Use of the term <i>free</i>	1	Remove the term <i>free</i>
	Subscription	No subscription disclosure	1	Display subscription disclosure
		No subscription term	1	Display subscription term
		Weekly or daily subscription	1	Migrate to monthly subscription immediately
	T&Cs	No HELP contact information	1	Display HELP text command, phone number, or both
		Unclear HELP contact information	1	Display Help contact information as "Reply HELP for help"
	Charges and Billing	No mention that message and data rates may apply	3	Disclose that message and data rates may apply
Confirmation	Program	Failure to initiate double opt-in	1	Require customer to enter PIN online or reply "Yes," "Go," "Okay," "Sure," or similar affirmative to PIN/Opt in message before sending billed MT
		Failure to confirm program enrollment	1	Send confirmation message
		Misrepresentation of product quantity	1	Display only actual product quantity per subscription term (e.g., 15 ringtones/mo.)
		Unclear product quantity	1	Disclose actual product quantity
		Failure to identify program	2	Display program name
		Failure to identify program clearly	2	Choose one program name and cite it consistently throughout message flow
		No product or service disclosure	2	Disclose product or service
		Misrepresentation of product offering	2	Reconcile, among all messages, references to product type
No product quantity	2	Disclose product quantity		

*Neither PIN nor response command may be displayed before pricing information at any time.

Sprint Message Flow Shortcode Violations and Actions Required *continued*

	<i>Violations</i>	<i>Severity</i>	<i>Actions Required</i>
<i>Confirmation continued</i>	<i>Pricing</i>	No pricing	1 Display program pricing
		Unclear pricing	1 Display program and carrier-specific pricing
		Conflicting pricing	1 Reconcile, among all messages and ad, references to pricing
		Use of the term <i>free</i>	1 Remove the term <i>free</i>
	<i>Subscription</i>	No subscription disclosure	1 Display subscription disclosure
		No subscription term	1 Display subscription term
		Weekly or daily subscription	1 Migrate to monthly subscription immediately
	<i>T&Cs</i>	No HELP contact information	1 Display HELP text command, phone number, or both
		Unclear HELP contact information	1 Display Help contact information as "Reply HELP for help"
		No opt-out information	1 Display opt-out information as "Reply STOP to cancel"
Unclear opt-out information		1 Display opt-out information as "Reply STOP to cancel"	
<i>Charges and Billing</i>	No mention that message and data rates may apply	3 Disclose that message and data rates may apply	
<i>HELP</i>	<i>Program</i>	Failure to respond to customer message for HELP	1 Send HELP message
		Misrepresentation of product quantity	1 Display only actual product quantity per subscription term (e.g., 15 ringtones/mo.)
		Unclear product quantity	1 Disclose actual product quantity
		Failure to identify program	2 Display program name
		Failure to identify program clearly	2 Choose one program name and cite it consistently throughout message flow
		No product or service disclosure	2 Disclose product or service
		Misrepresentation of product offering	2 Reconcile, among all messages, references to product type
		No product quantity	2 Disclose product quantity
		Failure to inform user of participation status	2 Display remaining credits or renewal date
		Incorrect participation status	2 Inform user of correct participation status
	<i>Pricing</i>	No pricing	1 Display program pricing
		Unclear pricing	1 Display program and carrier-specific pricing
		Conflicting pricing	1 Reconcile, among all messages and ad, references to pricing
		Use of the term <i>free</i>	1 Remove the term <i>free</i>
	<i>Subscription</i>	No subscription disclosure	1 Display subscription disclosure
		No subscription term	1 Display subscription term
		Weekly or daily subscription	1 Migrate to monthly subscription immediately
	<i>T&Cs</i>	No toll-free HELP contact information	1 Display toll-free HELP phone number
		No opt-out information	1 Display opt-out information as "Reply STOP to cancel"
		Unclear opt-out information	1 Display opt-out information as "Reply STOP to cancel"
	<i>Charges and Billing</i>	No mention that message and data rates may apply	3 Disclose that message and data rates may apply
	<i>Renewal</i>	<i>Program</i>	Misrepresentation of product quantity
Unclear product quantity			1 Disclose actual product quantity
Failure to identify program			2 Display program name

Sprint Message Flow Shortcode Violations and Actions Required *continued*

	<i>Violations</i>	<i>Severity</i>	<i>Actions Required</i>	
Renewal continued	Program <i>continued</i>	Failure to identify program clearly	2	Choose one program name and cite it consistently throughout message flow
		No product or service disclosure	2	Disclose product or service
		Misrepresentation of product offering	2	Reconcile, among all messages, references to product type
		No product quantity	2	Disclose product quantity
		Failure to inform user of participation status	2	Display remaining credits or renewal date
		Incorrect participation status	2	Inform user of correct participation status
	Pricing	No pricing	1	Display program pricing
		Unclear pricing	1	Display program and carrier-specific pricing
		Conflicting pricing	1	Reconcile, among all messages and ad, references to pricing
		Use of the term <i>free</i>	1	Remove the term <i>free</i>
	Subscription	No subscription disclosure	1	Display subscription disclosure
		No subscription term	1	Display subscription term
		Weekly or daily subscription	1	Migrate to monthly subscription immediately
	T&Cs	No toll-free HELP contact information	1	Display toll-free HELP phone number
		No opt-out information	1	Display opt-out information as "Reply <i>STOP</i> to cancel"
Unclear opt-out information		1	Display opt-out information as "Reply <i>STOP</i> to cancel"	
Charges and Billing	No mention that message and data rates may apply	3	Disclose that message and data rates may apply	
Opt Out.	Program	Failure to respond to customer message to STOP service	1	Send message informing customer that service has been terminated and that no more messages will be sent
		Failure to confirm service termination	1	Inform user that service has been terminated
		Failure to confirm message flow termination	1	Inform user that no more messages will be sent
		STOP command case sensitive	1	Recognize STOP command regardless of text case
		User STOP message with subsequent text not recognized	1	Ignore subsequent text in user STOP message
		Failure to identify program	2	Display program name
		Failure to identify program clearly	2	Choose one program name and cite it consistently throughout message flow
	Pricing	Use of the term <i>free</i>	1	Remove the term <i>free</i>

Appendix E: Standard Rate Message Flow Shortcode Violations and Actions Required

Sprint Standard Rate Message Flow Shortcode Violations and Actions Required*				
		<i>Violations</i>	<i>Severity</i>	<i>Actions Required</i>
PIN/Opt In	Program	Misrepresentation of product quantity	1	Display only actual product quantity per subscription term (e.g., 15 ringtones/mo.)
		Unclear product quantity	1	Disclose actual product quantity
		Unauthorized marketing material	1	Discontinue embedded marketing campaign
		Failure to identify program	2	Display program name
		Failure to identify program clearly	2	Choose one program name and cite it consistently throughout message flow
		No product or service disclosure	2	Disclose product or service
		Misrepresentation of product offering	2	Reconcile, among all messages, references to product type
		No product quantity	2	Disclose product quantity
	Pricing	Use of the term <i>free</i>	1	Remove the term <i>free</i>
	T&Cs	No HELP contact information	1	Display HELP text command, phone number, or both
		Unclear HELP contact information	1	Display Help contact information as "Reply HELP for help"
	Charges and Billing	No mention that message and data rates may apply	3	Disclose that message and data rates may apply
	Confirmation	Program	Misrepresentation of product quantity	1
Unclear product quantity			1	Disclose actual product quantity
Failure to confirm program enrollment			1	Send confirmation message
Unauthorized marketing material			1	Discontinue embedded marketing campaign
Failure to identify program			2	Display program name
Failure to identify program clearly			2	Choose one program name and cite it consistently throughout message flow
No product or service disclosure			2	Disclose product or service
Misrepresentation of product offering			2	Reconcile, among all messages, references to product type
No product quantity		2	Disclose product quantity	
Pricing		Use of the term <i>free</i>	1	Remove the term <i>free</i>
T&Cs		No HELP contact information	1	Display HELP text command, phone number, or both
		Unclear HELP contact information	1	Display Help contact information as "Reply HELP for help"
		No opt-out information	1	Display opt-out information as "Reply STOP to cancel"
		Unclear opt-out information	1	Display opt-out information as "Reply STOP to cancel"
Charges and Billing		No mention that message and data rates may apply	3	Disclose that message and data rates may apply
HELP	Program	Failure to respond to customer message for HELP	1	Send HELP message
		Misrepresentation of product quantity	1	Display only actual product quantity per subscription term (e.g., 15 ringtones/mo.)
		Unclear product quantity	1	Disclose actual product quantity
		Unauthorized marketing material	1	Discontinue embedded marketing campaign
		Failure to identify program	2	Display program name
		Failure to identify program clearly	2	Choose one program name and cite it consistently throughout message flow
		No product or service disclosure	2	Disclose product or service
		Misrepresentation of product offering	2	Reconcile, among all messages, references to product type
		No product quantity	2	Disclose product quantity
Pricing	Use of the term <i>free</i>	1	Remove the term <i>free</i>	

*Sprint Standard Rate Message Flow Shortcode Violations and Actions Required are effective immediately.

Sprint Standard Rate Message Flow Shortcode Violations and Actions Required* *continued*

	<i>Violations</i>	<i>Severity</i>	<i>Actions Required</i>
HELP	T&Cs	No toll-free HELP contact information	1 Display toll-free HELP phone number
		No opt-out information	1 Display opt-out information as "Reply <i>STOP</i> to cancel"
		Unclear opt-out information	1 Display opt-out information as "Reply <i>STOP</i> to cancel"
	Charges and Billing	No mention that message and data rates may apply	3 Disclose that message and data rates may apply
Opt Out.	Program	Failure to respond to customer message to STOP service	1 Send message informing customer that service has been terminated and that no more messages will be sent
		Failure to confirm message flow termination	1 Inform user that no more messages will be sent
		STOP command case sensitive	1 Recognize STOP command regardless of text case
		User STOP message with subsequent text not recognized	1 Ignore subsequent text in user STOP message
		Unauthorized marketing material	1 Discontinue embedded marketing campaign
		Failure to identify program	2 Display program name
	Failure to identify program clearly	2 Choose one program name and cite it consistently throughout message flow	
Pricing	Use of the term <i>free</i>	1 Remove the term <i>free</i>	

*Sprint Standard Rate Message Flow Shortcode Violations and Actions Required are effective immediately

Appendix F: Sample Compliant Message Flow

Sample Compliant Message Flow	
PIN/Opt In	LuckyBag Ringtones. 10 bonus credits + 10 more ea. mo, \$9.99/mo. Enter PIN 2182! Msg&Data Rates May Apply. Reply HELP for help. 128 characters
Confirmation	Welcome to LuckyBag Ringtones! 10 bonus credits + 10 more ea. mo, \$9.99/mo. Msg&Data Rates May Apply. Reply HELP for help. Reply STOP to cancel. 147 characters
HELP	LuckyBag Ringtones. \$9.99/mo. for 10 credits. Msg&Data Rates May Apply. You have 8 credits. Renews 08/01/09. Help: 8001234567. Reply STOP to cancel. 152 characters
Renewal	Your LuckyBag Ringtones subscription renews on 08/01/09. \$9.99/mo. for 10 credits. Msg&Data Rates May Apply. Help: 8001234567. Reply STOP to cancel. 151 characters
Opt Out	Your LuckyBag Ringtones subscription is cancelled. You'll receive no more messages. 86 characters

Sprint Message Flow Abbreviation Guidelines	
Term or Phrase	Abbreviation Guidelines
Message	Msg
Per	/
Reply	No abbreviations allowed...must use "reply"
For	No abbreviations allowed...must use "for"
To	No abbreviations allowed...must use "to"
You	No abbreviations allowed...must use "you"
Text	Txt
Per Month	/mo ea. mo. /mth
Plus	+
Cancel	No abbreviations allowed...must use "cancel"
Numbers	Use the numeric format only
Message and Data Rates May Apply	Msg&Data Rates May Apply Msg&Data Rates May Apply
Help	No abbreviations allowed...must use "help"
Stop	No abbreviations allowed...must use "stop"
\$	\$

Appendix G: Advertisement Example SPR-AP-05

This advertisement for ringtones, wallpapers, videos, and games complies with all Sprint audit standards, including displaying pricing and subscription disclosure adjacent to the cell-submit field.

[Welcome to Thumbplay!](#)
[Already a member? Sign in](#)
[Forgot Password](#)

[JOIN NOW](#)

HOME
MP3s
RINGTONES
VIDEOS
GAMES
GRAPHICS
MY LOCKER
24/7 HELP 1-877-848-6299

BROWSE

MP3s NEW

RINGTONES

VIDEOS

GAMES

GRAPHICS

Artists A-Z

Phones

CHARTS

Top 10 MP3s

Top 10 Ringtones
(music ringtones)

Top 10 Videos

Top 10 Games

Top 10 Graphics

MY THUMBPLAY

My Locker

SPECIAL FEATURES

Best of Rock

Comedy Time

Happy Fourth of July

Top OPEN Artists

ABOUT US

Thumbplay OPEN

Media Center

Thumbs Up Blog

About Thumbplay

Parental Control

Terms & Conditions

24/7 Customer Support

Ayuda en español

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Advertise With Us

AWARDS

BusinessWeek
Best of the Web 2008
Music - Games

THE WEBBY AWARDS
Mobile Marketing & Services
People's Voice

2009 Winner
The Studio Awards
Customer Service

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GET
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Plus, choose from 872,000 downloads for just **\$9.99/month**

Cell Phone: Enter your 10-digit phone number

Email Address: We value your privacy and will not sell or rent your email address to third parties.

CERTIFIED TO WORK WITH

Terms & Conditions You must be 18 or older in order to participate in the following states: Florida

(Disponible en Español)

By clicking the button above, you do acknowledge that you are the account holder for the cell phone number entered and you expressly agree to these terms as well as the Thumbplay Terms & Conditions of Use Agreement and Privacy Policy.

Bonus ringtones are only available to new subscribers who are customers of supported carriers. Not all carriers support the Thumbplay service. A phone with an internet-enabled and SMS-enabled (text message service) account is required. If you elect to become a subscriber, after entering your password, you will be subscribed to Thumbplay and automatically charged \$9.99 each month using the billing method selected by you (i.e., mobile phone bill, deducted from prepaid balance, PayPal or credit card). If you cancel your subscription, PayPal or credit card billing may not be available at the time of your transaction, and in such event, or in the event you do not select a billing method, charges will be billed to your mobile phone bill or deducted from your prepaid balance. Monthly credits expire at the end of each month and may not be rolled over into the following month. In certain instances, in lieu of a subscription you may have the opportunity to make a one-time purchase. In such case, the purchase price (from \$0.99 to \$5.99 per content item) for the content item you select will be charged to the billing method selected by you (i.e., mobile phone bill, deducted from prepaid balance, PayPal or credit card). Credits may only be provided after billing is successful.

Games are not currently supported for Verizon Wireless customers.

Your 10 bonus credits for ringtones, wallpapers, videos or games will be available when you activate your account by entering your password on the next page. Your password will be sent to your phone when you click the button above. This offer is only available to first-time customers of Thumbplay and cannot be combined with any other offer.

Normal Carrier charges (WAP, MMS, GPRS, SMS) and taxes may apply for subscriptions, promotional text messages, and account related text messages.

By clicking the button above you expressly agree to receive these communications by SMS, including our weekly newsletter. You may stop receiving promotional text messages by clicking [here](#).

You may receive your password confirmation text message multiple times until you complete the sign-up process. If you would like to stop receiving the password confirmation text messages, please email us at password@thumbplay.com. You also agree to receive promotional and account related email communications. You may unsubscribe from promotional email communications by unsubscribing [here](#).

You may cancel your Thumbplay subscription by sending the words **STOP** from your mobile device to 45000 or by contacting us via email. If you subscribe to multiple services, you may be prompted to specify which services you wish to cancel. Please direct all email inquiries to support@thumbplay.com. You may also call 1-877-THUMB-99 (1-877-848-6299) for questions regarding your account.

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T-Mobile

Provisioning

Section	Standard	MMA Id
Service Advertising	"Service Advertising" means any medium used as a call to action for Consumers of the Service. This includes, but is not limited to: Print, Radio, and TV. Unless otherwise specifically referenced below to particular service types, these guidelines apply to ALL services offered. Any use of the Web is considered a medium of Service Advertising and, as such, must comply with the following guidelines:	TMO-01
	Clear disclosure of Program Sponsor and Service;	TMO-02
	Clear disclosure of terms of service prior to any purchase – including, but not limited to, indication that the Service includes an automatically renewing subscription, one-time charge, or other applicable service commitment;	TMO-03
	Pricing and frequency of billing must appear in bold print and be presented legibly and in a location easily viewable to the viewer and/or reader;	TMO-04
	For online World Wide Web advertising, pricing and frequency of billing must be disclosed on the initial landing page.	TMO-05
	For online World Wide Web opt-in, pricing and frequency of billing must be disclosed to the user prior to any request for a MSISDN from the user;	TMO-06
	You must disclose to all users when they register for your Service that "Msg & Data Rates May Apply;"	TMO-07
	Online, font colors for pricing and Service disclosure must clearly contrast with background color and be presented in a legible manner;	TMO-08
	All terms and conditions (Ts&Cs) of the program are clearly communicated. In the case of a Web storefront, affirmative response from user that they have read the Ts&Cs is required (e.g. user checks a box prior to "purchase", replies "Yes" to a text message, etc. Pre-populated check boxes are NOT allowed;	TMO-09
	Services with multiple plans or service offerings (e.g. download content and text alerts) must have Ts & Cs supplied for each service offering and an affirmative response is required by the user. Example: user signing up for a \$9.99 Ringtone plan and offered to sign up for \$9.99 alerts plan, must affirmatively opt-in to TWO sets of Ts&Cs clearly disclosing these are two plans and two charges. Each of the affirmative opt-ins must clearly state the fees associated with the program in bold font that is visible from the same screen, at the same time, as each affirmative opt-in. It must be absolutely clear and obvious to the subscriber that they are purchasing two separate Services and the associated fees of each;	TMO-10
	All advertising and promotional material must clearly display opt-out information. The "Opt-Out" command must be presented legibly and in a location easily accessible to the viewer and/or reader; text MUST be in bold;	TMO-11
	All advertising and promotional material must clearly display Help information. The Help information must be presented in a location	TMO-12

	easily accessible to the viewer and/or reader; text MUST be in bold;	
	In instances where a Service delivers "next best" content in the event original request cannot be fulfilled, Service Advertising must disclose that the Service operates in this manner. This text MUST be in bold;	TMO-13
	The term "Free" can only be used when offering a Service or item without charge of any kind (FTEU) and without commitment or obligation on the part of the T-Mobile Customer. See the discussion of the use of "Free" in the MMA Consumer Best Practices Guidelines for additional information;	TMO-14
	Sweepstakes as a means for enticing purchase of premium one-time Services or recurring premium Services is NOT allowed (i.e. sweepstakes entry must be independent of any payment for a Service or subscription);	TMO-15
	Service Advertising offering services where a portion of the Service or content is not available to T-Mobile Customers must disclose the portion of the content that is not supported for T-Mobile Customers. Neither premium charges nor opt-in flow can continue with the Customer until Customer has been advised of the limitation and acknowledgement received;	TMO-16
	"Device Not Supported" is a permissible response in the instance of signifying a specific device is not supported. It is not an acceptable "synonym" response for a Service not supported for T-Mobile Customers. Example, "Device not supported" supplied for a handset that supports Java applications is not acceptable if the real issue is that the program hasn't been approved by T-Mobile (either due to timelines or an outright rejection of the program). In such case, the response should indicate "Program/Application is not available to T-Mobile Customers at this time;"	TMO-17
	Service advertising must indicate all applicable charges appear on the T-Mobile Customer's wireless phone bill;	TMO-18
	"STOP" must be the commonly advertised keyword for discontinuing services/opt-out. Synonyms for the word STOP can also be supported on the back end; and	TMO-19
	"HELP" must be the commonly advertised keyword for message-based support of Services	TMO-20
	In addition, any and all associated advertising must comply with the COGA Agreement applicable laws, rules, and regulations, and general industry best practices including but not limited to the MMA Consumer Best Practices Guidelines.	TMO-21
	T-Mobile recognizes there may be marketing affiliates that provide traffic and prospective subscribers to Content Providers. Each Content Provider is responsible and liable for the activities of all such marketing affiliates as it relates to such Content Provider's relationship with T-Mobile. To the extent marketing affiliates engage in any conduct on behalf of the Content Provider or aggregator, such actions will be deemed to be actions of the Content Provider or aggregator for purposes of the Playbook and the COGA Agreement (including application of all penalties and revenue share adjustments). See also the MMA guidance on affiliate marketing in the MMA Consumer Best Practices Guidelines.	TMO-22
Direct Marketing through Messaging	Using SMS messaging for direct marketing purposes either directly related to a Service or related to different Services is limited. This function must comply with the following guidelines:	
	Before sending any direct marketing to a T-Mobile Customer, specific opt-in consent must be obtained. The opt-in consent must be for the	TMO-23

	particular direct marketing campaign and must include consent to send marketing to a wireless device via text message.	
	The message text must state that the message is a Free Message. Any direct marketing messages must be free to the Customer. "Free to Customer" messages are Free to End User ("FTEU") messages and subject to applicable terms and rates in the COGA Agreement.	TMO-24
	Must contain Opt-out instructions; an opt-out must be treated as a STOP from any further solicitation related to the marketed Service or any other Services (i.e. STOP must stop all messages and no "discovery" is allowed to determine further specifics behind the STOP command)	TMO-25
T-Mobile Trademark Rules	Requirements you must comply with when using the T-Mobile trademark ("T-Mobile Marks") (e.g. in Print, Radio, TV, etc.) for your Service(s) include:	
	Each and every use of T-Mobile Marks must be in compliance with the COGA Agreement and the T-Mobile Marks Rules.	TMO-26
	Each separate use of T-Mobile's Marks and any and all advertising used for promotion of Services (including pre and post launch advertising) MUST be submitted to T-Mobile for review and approval, which T-Mobile may grant, withhold and/or condition in its sole discretion.	TMO-27
	In cases where you wish to list T-Mobile as a "supported carrier" in a text-only listing (e.g., a drop down list of carriers) that Customers may select from to indicate their carrier, you may list T-Mobile's name in text only provided that you list T-Mobile exactly as follows: " T-Mobile® ". Abbreviations of the "T-Mobile" trademark or any T-Mobile Marks are not an authorized use of the T-Mobile Marks.	TMO-28
	NOTE: Inappropriate use of the T-Mobile Marks may result in immediate suspension of Service(s) and/or termination of the COGA Agreement.	TMO-29
D2C General Service Guidelines	<p>These next sections provide general guidelines for your reference and use in reviewing proposed programs BEFORE you submit to T-Mobile. All programs must have a 5 or 6 digit CSC Short Code recognized and reserved by CTIA prior to any Campaign submittal. From time to time T-Mobile may, in its discretion, allow for the provisioning of "support" codes (Short Code extensions) as long as there is a valid relationship to the primary 5 or 6 digit Short Code(s) used with the Service. Refer to Section 6.5 for guidelines related to Short Code extensions.</p> <p>Key considerations that should always be taken into account when evaluating a potential program are:</p> <ol style="list-style-type: none"> 1. Is it clear to the Customer what service(s) they are getting? 2. Is it clear to the Customer how much the Service(s) will cost? 3. Is it clear to the Customer how to get help – if applicable? 4. Is it clear to the Customer how they can discontinue the Service? 5. Does the program clearly indicate to the Customer that they will not receive unwanted and/or unnecessary messages? 6. Is service delivered through COGA for use on a mobile handset? (e.g., T-Mobile does not provide billing for services that are not consumed on a mobile device) 7. Does the Service live up to the letter and spirit of the MMA Consumer Best Practices Guidelines for Cross Carrier Mobile 	TMO-30

	<p>Content Services, the COGA Agreement and the Playbook?</p> <p>If the answers to these questions are not straightforward and addressed in the Campaign you submit, it is recommended you revisit and clarify your program prior to submission. The foregoing questions are all central to our consideration on the overall eligibility of the requested program.</p>	
Universal Help Command	As addressed briefly in Section 4, ALL Services must promote and support a universal 'HELP' command . Information supplied when user requests help includes:	TMO-31
	Identity of program sponsor and Website Address – this is defined as the organization that markets the program and the brand the consumer recognizes.	TMO-32
	Contact details for the program sponsor – either a toll-free number, or e-mail address depending on Service. All Premium Services must provide a toll-free number with live operator support during standard business hours.	TMO-33
	Service Description (e.g. Billy Bob's Premium Chat).	TMO-34
	Pricing terms (incl. Billing frequency) for the Service (e.g. \$0.99 per message received; \$3.99 per month).	TMO-35
	Msg&Data Rates May Apply disclosure.	TMO-36
	Opt-out information.	TMO-37
	HELP interaction CANNOT be charged at a premium.	TMO-38
	If providing a phone number in the HELP MT, it must be a toll-free number.	TMO-39
	HELP may not be case sensitive – all case variants of the word HELP must be supported.	TMO-40
	For Services offered in a language other than English, relevant synonyms of the English equivalent of the HELP command must be supported.	TMO-41
	NOTE: In the event you offer multiple Services over one Short Code, it is your responsibility to determine what Services are applicable to the HELP inquiry. Discovery may be used to identify the specific Service that a user asks for assistance with. Recommended suggestion is providing a Help menu once Help is requested by Customer or requesting Mobile telephone # or other unique identifier and support appropriately with relevant, unique Service information supplied in addition to the points mentioned above.	TMO-42

Universal STOP command and Confirmation Message	As addressed briefly in Section 4.1, ALL Services must promote and support STOP as the primary opt-out command. Additional considerations include:	TMO-43
	Customer must be told how to opt-out of the program upon entering the program.	TMO-44
	Service must also recognize common synonyms for STOP which include: END, CANCEL, UNSUBSCRIBE, QUIT, STOP ALL	TMO-45
	In addition to "universal" STOP, when a user is registered for multiple Services additional discovery is permitted after a user sends '[keyword] STOP'. E.g. when a user sends a STOP message, the application may respond with a list of Services the user is subscribed to with a query as to which Service should be stopped. The user must be able to use '[keyword] STOP' to opt out of applicable Services, if the user sends another STOP message and does not indicate a specific Service, the message MUST be treated as a STOP ALL message (see below).	TMO-46
	Sending the command STOP ALL must also function. It must be a supported means to discontinue all Services a user is subscribed to and provide a list of said Services user has been unsubscribed from. If a user sends a 'STOP ALL' message no additional discovery is allowed. Users must automatically be opted out of all Services and a confirmation message must be sent.	TMO-47
	In the event the Service is Standard Rated, Opt-Out command must be followed with an MT stating, at a minimum, and in this order, "This message confirms that you have discontinued this Service. Questions contact [Service Provider Customer Support]." 	TMO-48
	In the event the Service is Premium Rated, Opt-Out command must be followed with a non-premium MT stating, at a minimum, and in this order, "This message confirms that you have discontinued and will no longer receive messages or charges for this Service. Questions contact [Service Provider Customer Support]." 	TMO-49
	Once a user opts-out and is sent a confirmation message, no further messages can be sent to the user including marketing messages for any related or unrelated Services.	TMO-50
	Opt-Out informational messages CANNOT be charged at a Premium.	TMO-51
	STOP command may not be case sensitive – all case variants of the STOP command must be supported.	TMO-52

	For Services offered in a language other than English, relevant synonyms of the English equivalent opt-out commands listed above must be supported.	TMO-53
	NOTE: Again, if you offer multiple Services on one Short Code and cannot tell what Services are relevant to the Customers 'STOP' command, you must either use discovery to identify what Service to 'STOP' or treat as the equivalent of 'STOP ALL' command and discontinue Customer from all Services opted in to.	TMO-54
Customer Support	All services require customer support. New program requests must include "commercial ready" Customer Support Information. This information will be supplied to Customers of the Service. In structuring your support program, please take into account the following guidelines:	
	At minimum, e-mail support is required for ALL Services; Web form via Website will suffice for "e-mail support" as long as the appropriate contact information is also provided. All e-mail support requests must trigger a confirmation e-mail to the recipient indicating estimated time they can expect for follow up or resolution. This e-mail should also contain any applicable company contact information including but not limited to Brand Name relevant to the T-Mobile Customer, Name of Legal Entity, company address, contact phone number and all pertinent information related to the Service.	TMO-55
	All Premium Services and "banking" type Services MUST offer a toll-free Support number – at a minimum the number must be clearly disclosed in the HELP message, confirmation opt-in message, STOP command, and in all advertising. This support number must have live real-time operator assisted help and operated minimum of Monday through Friday 8:00a EST – 8:00p EST excluding federally recognized US holidays.	TMO-56
	Where an IVR is used as part of the user support model, the initial greeting of the IVR MUST provide the commercial name of the company and/or Service name(s) along with the hours of operation. The IVR must also support "zero out" of the IVR menu. Zero Out is defined as pressing Zero to be immediately routed to a Customer Service representative.	TMO-57
	All Services must supply a phone number and mailing address that are in an easily locatable area of the Service provider's website.	TMO-58
	For services found not to offer Customer Support Information, or where Customer Support Information on record is invalid, or where it is not otherwise actually provided in accordance with these requirements in a consistent manner, those Services may be disabled immediately and without advance notification.	TMO-59
What's changed for 3PG	The launch of 3PG introduces the separation of messaging from billing. Under 3PG, messaging will still be managed by CoGa and Partners will support billing via calls to 3PG.	
Short Codes (message routes)	As outlined in the COGA Agreement, Services are required to operate with CSC approved Short Codes. If you are operating on behalf of Content Providers be aware that codes cannot be used across multiple Content Providers. Each of your clients must utilize their own secured Short Codes. Further, when Content Providers identify their Short Code needs it is important to consider Services that need to run on their own distinct Short Codes can essentially be classified into one of the following buckets:	TMO-60

	<ul style="list-style-type: none"> • Chat Services • Free to End User Services • "Promotional" content • Mobile Donations / Charitable Giving Services • Company Premium Messaging or Company Premium Download Services <p>Each of these buckets must use a distinct set of Short Codes and Services in 3PG and COGA to support the MT and MO flow and to support the intended impact regarding charges to Customers. Supporting multiple Services on a single Short Code is allowed, but doing so will require that a unique Billing Descriptor for each Service get passed through the purchase request by the Content Provider.</p> <p>NOTE: All Chat, Charitable Giving, Promotional, FTEU, Company Premium Messaging or Company Premium Download Services must be operated over distinct Short Codes.</p> <p>If a Short Code used for subscription Services is deactivated, disabled or not-renewed, a notification explaining that the corresponding Service is no longer available must be sent to users of the Service. Once a Service corresponding to a Short Code is discontinued, reassignment of the "legacy" Short Code to a different Service is considered a new Service and a new Campaign must be submitted.</p>	
Short Code Extensions	Short Code extensions are supported on a case by case basis and only if a fully executed Short Code Extension Agreement has occurred between T-Mobile and the Partner requesting the extensions.	TMO-61
General Opt In Guidelines	The following bullet points reflect the broader guidelines that apply to the opt-in process regardless of the opt-in type or method. As spelled out in more detail in this section, additional guidelines apply depending on the opt-in type [single versus double] and opt-in method. Refer to the specific guidelines below.	TMO-62
	User's request cannot be used as a blanket opt-in to receive additional messages outside the context of the specific program they are opting in to.	TMO-63
	Opt-in cannot be used as consent to receive unrelated messages. Opting in to additional programs (e.g. to receive additional promotional materials) is only allowed after affirmative follow-on by user specifically related to that opt-in. E.g. Message flows whereby the user signs-up to a primary service AND opportunity to receive other promotional messages is NOT allowed.	TMO-64
	User's information cannot be used for any other Service or sold to a 3rd party.	TMO-65
Single Opt In	Single Opt-In is allowed for the following types of campaigns:	
	All standard-rated programs (including both one-time events/non-recurring and subscription based campaigns).	TMO-66
	Standard-rated iTV programs or premium-rated iTV campaigns below a certain amount (see T-Mobile pricing documentation).	TMO-67
	FTEU programs	TMO-68
	One-Time Premium text services	TMO-69
Double Opt In	T-Mobile requires that all users Double Opt-In to any premium rated, automatically recurring Service – PSMS, Binary DL, or otherwise – and to standard rated programs utilizing web opt-in.	TMO-70

	This opt-in action must be affirmative – i.e. users respond with agreement (Yes). Paths for acceptable opt-in flows include Web and Handset and are outlined in the following sections:	
	Allowable, affirmative double opt-in responses include: Yes, Y, Go, Okay, OK, Accept, Agree	TMO-71
	A negative response is anything other than an affirmative response. If a user provides a negative response, you must respond, and your response should include: Service Name, Confirmation that no further messages will be sent, HELP command.	TMO-72
	NOTE: For Services offered in a language other than English, relevant synonyms of the English equivalent opt-in commands listed can be supported and promoted.	TMO-73
	Double Opt-In is not required for one time premium rated services, including: <ul style="list-style-type: none"> Premium rated iTV programs where the premium charge is greater than specified price point One time premium rated downloads 	TMO-74
	There may be slight variations to the double opt-in approach based on the opt-in method. Refer to specific double opt-in guidelines per opt-in method below.	TMO-75
Opt In Methods		
Single Opt In by Handset	Initial/Welcome Message must abide by the following guidelines:	TMO-76
	Identification of the Program Sponsor and/or Service Name.	TMO-77
	Msg&Data Rates May Apply disclosure.	TMO-78
	Help and Stop disclosure.	TMO-79
Double Opt In by Handset	First MT Opt-In Message ("Initial"/ "Welcome" MT) must abide by the following guidelines:	TMO-80
	Identification of the Program Sponsor and/or Service Name.	TMO-81
	Full disclosure of Price, Billing Period, and Frequency including Msg & Data Rates May Apply disclosure.	TMO-82
	Disclosure of pricing in MT prior to the opt-in prompt.	TMO-83
	Full disclosure if the service charge is recurring (i.e., either use of term "subscription" or, at a minimum, ensuring relevant frequency is reflected along with pricing - \$x.xx/month).	TMO-84
	Contact details for the program sponsor – either toll free number, website address, or Help via text message with resulting Help MT that contains required contact details.	TMO-85
	Second MT in Message flow ("Confirmation" MT) must abide by the following guidelines:	
	Confirmation of purchase including Program Sponsor and Service Name, Price, Billing Period, and Frequency.	TMO-86
	Opt-Out instructions including STOP.	TMO-87
	These requirements apply the first time a user tries a specific service on a specific Short Code. "First Time" should be interpreted as the first time a user signs up for a service. If, at anytime, a user discontinues service and later decides to " re-subscribe " they must be treated like a First Time user and must be presented with the double opt-in message flow.	TMO-88
	NOTE: It is misleading to include text like, "reply NO to decline" in a double opt-in flow since the Customer does not need to respond to "decline" a service. No service can continue to solicit the Customer	TMO-89

	for ANY period of time if the Customer has not responded to the Double Opt-In message.	
Opt In by Web	The Web is an allowable Opt-in method if there is Customer confirmation via SMS. This is to ensure that the T-Mobile Customer using the website matches the Customer handset activating the Service. The following guidelines must be followed:	TMO-90
	Ts&Cs must comply with aforementioned requirements on affirmative acceptance, advertising, etc.;	TMO-91
	Pricing and frequency of billing must be clearly outlined prior to request for user MSISDN;	TMO-92
	MT must be sent to handset requesting confirmation by Customer through SMS channel or using PIN verification at Website. Pricing and terms must be displayed before the PIN in the MT ; and	TMO-93
	2 nd MT must be sent to Customer and contain same information as required for 2 nd MT in double opt-in by handset.	TMO-94
	These requirements apply the first time a user tries a specific Service on a specific Short Code. "First Time" should be interpreted as the first time a user signs up for a Service.	TMO-95
	NOTE: If, at any time, the user discontinued Service and is now "re-subscribing" they are considered a First Time user and must be presented with applicable Double Opt-in message flow.	TMO-96
Opt In by Mobile Internet Browser	Opt-in via Mobile Internet Browser is an acceptable option for opting into premium services discovered via mobile Internet browsing (e.g. WAP sites). Similar to PC based WEB flow, mobile Internet via handset requires Service information and pricing. The following guidelines must be followed:	
	The same opt-in rules apply for Mobile Internet sites as for SMS program double opt-in if there is any charge associated with accessing the first page of a site presented when the subscriber selects a Service message (e.g. embedded link or WAP push message), or browses to that page by any other means;	TMO-97
	Pricing and frequency of billing must be clearly outlined at top of 1 st page offer presentation prior to any Service commitment on the part of the end user;	TMO-98
	There must be an explicit "Accept" or "Buy" soft key or embedded link visible to the user on the first screen of the payment details page;	TMO-99
	There must be an explicit "Cancel" button available to the user on the first screen of the payment details page immediately below the Accept/Buy soft key or embedded link and visible without requiring the user to scroll down the screen;	TMO-100
	There must be an explicit "Ts&Cs" link available to the user, listed directly after the "Cancel" button. The Terms and Conditions page shown to the user should contain at minimum: <ul style="list-style-type: none"> • The charge will be applied to the end-user's wireless phone bill • The end-user will be advised of all charges prior to being billed • The description that will appear on the subscriber's phone bill • Instructions on opting out of Service (if applicable); 	TMO-101
	There should be a link providing Customer Support contact information and advice that "Msg & Data Rates May Apply";	TMO-102
	Ts&Cs must comply with aforementioned requirements on affirmative acceptance, advertising, etc. Opt-Out via Mobile Internet Browser is permitted but all Services must also support opt-out via SMS. Services offered over Mobile Internet must support the Universal STOP command via SMS;	TMO-103

	See the MMA Consumer Best Practices Guidelines for additional information on Opt-In for WAP sites.	TMO-104
	These requirements apply the first time a user tries a specific Service on a specific Short Code. "First Time" should be interpreted as the first time a user signs up for a Service.	TMO-105
	NOTE: If, at any time, the user discontinued Service and is now "re-subscribing" they are considered a First Time user and must be presented with applicable Double Opt-in message flow.	TMO-106

Opt In and Opt Out via IVR	Opt-in via IVR in compliance with MMA Consumer Best Practices Guidelines is an acceptable option for opting into standard and premium Services. Opt-in via IVR for Chat-related Services will be reviewed on a case by case basis. All other guidelines and provisions of the MMA Consumer Best Practices Guidelines and COGA Playbook apply.	TMO-107
Standard Rated Program Guidelines		
One Time Event Non-Recurring	Standard rated programs are where the MT generated from the request does not result in a premium billing event. Standard rated programs are one-time events are where an MO from a Customer generates a single MT and the impact to the Customer is a decrement to his/her text messaging bucket. Standard rated one time event Services are Single Opt-In . The following guidelines apply:	TMO-108
	Programs must adhere to key guidelines specific to opt-ins (refer to Section 7.1).	TMO-109
	"Msg&Data Rates May Apply" must be advertised in any call to action and reflected in the Initial/Welcome MT.	TMO-110
	Identification of Program Sponsor and/or Service Name.	TMO-111
	While HELP and STOP commands are not required disclosures in the messaging flow, these commands must be supported for all campaigns.	TMO-112
Recurring Messages – Subscription Services	Recurring MT programs are programs where one or more MO from a Customer generates multiple MTs – essentially the user has opted in to receive ongoing messages. The impact to the Customer is a decrement to his/her text messaging bucket with each recurring message. These Services are Single Opt-In except for Web initiated opt-In which requires Double Opt-In to ensure validation of the owner of the handset . The following guidelines apply:	
	Programs must adhere to key guidelines specific to opt-ins (refer to Section 7.1).	TMO-113
	"Msg&Data Rates May Apply" must be advertised in any call to action and reflected in the Initial/Welcome MT.	TMO-114
	The Welcome message must clearly state the Program Sponsor and/or Service name, frequency of messages, Help and opt-out information.	TMO-115
	Individual alerts to users or text MT must include opt-out information if a monthly service reminder MT is not supplied separately.	TMO-116
	Web opt-in requires double opt-in via PIN delivered to handset and entered into website or affirmative follow-on via MO as outlined in section 7.2.	TMO-117
Premium Rated Program Guidelines	Premium Services result in a premium billing event to the Customer. Premium Services, with the exception of Chat that has specific requirements, have the following pricing requirements:	TMO-118
	Please see carrier specific maximum price per billing event and type.	TMO-119
	Please see carrier specific billing notifications regarding dollar increments that should initiate spending notifications to consumers.	TMO-120

	"Trial" offers are allowed. At the end of the trial a user must be notified by SMS that the trial has ended. The user must affirmatively opt-in to continue the Service. If the user does not respond, the lack of response must be treated similar to a STOP command (and no charge may be applied to the subscriber for the trial).	TMO-121
One Time Event Non Recurring	In these programs a user generates an MO based on a call to action. The MT generated from the request is non-recurring and PREMIUM rated. These Services are Single Opt-In . The following guidelines apply:	TMO-122
	Programs must adhere to key guidelines specific to opt-ins (refer to Section 4.7).	TMO-123
	Full disclosure in Call to Action of Price, Billing Period, and Frequency (if applicable).	TMO-124
	Disclosure in Call to Action and in Initial/Welcome MT of "Msg&Data Rates May Apply."	TMO-125
	The Welcome Message must clearly state the Program Sponsor and/or Service name, pricing, frequency of messages, Help and opt-out information.	TMO-126
	Billable event occurs on the MT – MT must be generated to confirm charge for user.	TMO-127
	While HELP and STOP commands are not required disclosures in messaging flow, these commands must be supported for all campaigns.	TMO-128
	Spending limit cap notifications apply.	TMO-129
	Customer support information must be supplied in the form of a toll free number.	TMO-130
	NOTE: Such programs are reviewed on a case-by-case basis and premium charges based on single opt-in will only be accepted where circumstances are appropriate for waving the double opt-in (e.g., live events).	TMO-131
	NOTE: Premium rated one-time services and premium rated billed per message services require spending limit cap notifications.	TMO-132
	See example Premium One-Time Event: Section 4.1	TMO-133
Recurring Events Billed Per Message	These programs are allowed on a case-by-case basis; however it is highly recommended you consider simply offering the program as a Subscription Service (see section on PSMS Subscription Services). These Services are Double Opt-In . In this Service, a user generates an MO based on a call to action. Result is typically a "welcome" message with each message thereafter billed at a premium. The following guidelines apply:	TMO-134
	Programs must adhere to key guidelines specific to opt-ins (refer to Section 7.1).	TMO-135
	Full disclosure in Call to Action of price, billing period, and frequency (if applicable).	TMO-136
	Disclosure in Call to Action and Initial/Welcome MT of "Msg&Data Rates May Apply."	TMO-137
	In Initial/Welcome Message (1 st MT), pricing must be disclosed <u>prior</u> to the opt-in prompt.	TMO-138
	The Initial/Welcome Message must clearly state the Program Sponsor and/or Service name, pricing, billing period, and frequency of messages.	TMO-139
	The Confirmation Message (2 nd MT) must confirm the purchase and pricing, and include HELP and STOP information.	TMO-140
	Spending limit cap notifications apply.	TMO-141
	Customer support information must be supplied in the form of a toll	TMO-142

	free number.	
Recurring Messages Subscription Services	In these programs, a user generates an MO based on a call to action. Result is a "welcome" message indicating opt-in for a "subscription" that is auto renew. These Services are Double Opt-In . The premium transaction is a one-time event per subscription cycle. The following guidelines apply:	
	Double Opt-In to Service is required and must follow messaging disclosure guidelines referenced in Section 7.1.	TMO-143
	Premium must be charged on a single "Confirmation" MT at the price point approved for the program – premium cannot be "spread" over multiple messages.	TMO-144
	Subsequent premiums must be applied on anniversary date of Customer.	TMO-145
	Services cannot charge full premium rate for mid-cycle activation.	TMO-146
	Full disclosure in Call to Action of Price, Billing Period, and Frequency (if applicable).	TMO-147
	Disclosure in Call to Action and Initial/Welcome MT of "Msg&Data Rates May Apply."	TMO-148
	The Initial/Welcome Message must clearly state the Program Sponsor and Service name, Pricing, Billing Period, and Frequency of messages.	TMO-149
	In Initial/Welcome Message (1st MT), pricing must be disclosed prior to the opt-in prompt.	TMO-150
	The Initial/Welcome Message must include contact details for the program sponsor – either toll free number, website address, or Help via text message with resulting Help MT that contains required contact details.	TMO-151
	Customer support information must be supplied in the form of a toll free number.	TMO-152
	The Confirmation Message (2nd MT) must confirm the purchase and pricing and include opt out/STOP information.	TMO-153
	Monthly Reminder/Auto Renewal message is required for premium-rated subscription-based services. The renewal message must contain "reminder" of Service information including pricing, HELP, STOP, and provider contact information in the form of a toll free number	TMO-154
	NOTE: No Service may advertise or operate a "minimum subscription period." Customers can leave a Service at any time; no terms or conditions can state or imply otherwise.	TMO-155
Multiple Subscription Services	If you offer multiple Services that are subscription based, you must expressly disclose to the Customer each time they sign up for a new subscription Service:	
	Customers signing up for a Service must clearly understand there are multiple Service offerings;	TMO-156
	Ts&Cs must be supplied to users for each Service offering and an affirmative response is required by the user for each service offering. Pricing and Billing frequency MUST be in bold in the Ts&Cs;	TMO-157
	Customers enrolled in Services that request enrollment in additional Services must be supplied with information about any current Service(s) that they are enrolled in through your connection, remaining credits, etc.; and	TMO-158
	Customers must follow separate affirmative double-opt in flows to sign up for additional plans.	TMO-159
Premium Messaging Chat	In "Chat" Services, a user is invited to join a Chat Service. This includes but is not limited to Operator, Peer2Peer, Operator	TMO-160

Guidelines	Moderated Group. "Chat" is inclusive of Services such as Tarot, Psychic, Astrology, "What a star would say", etc. These Services are Double Opt-In . The following must be taken into consideration for Chat Services:	
	Monthly subscription or per message billing are the only valid billing options;	TMO-161
	Chat services must adhere to the T-Mobile per message price cap;	TMO-162
	Content Provider is responsible for enforcing the maximum allowable dollar amount for a single Chat Service in a month period based on anniversary date of the Customer;	TMO-163
	Notification of accumulated charges must be sent as dictated by T-Mobile. This message should supply disclosure to user they have accumulated specified dollar amount (or relevant derivative) along with relevant opt-out information and HELP command; The Customer must be notified and must opt-in for premium charges that they incur after each spending notification. These additional "continuation" messages must: <ul style="list-style-type: none"> Express dollar amounts reached, not the number of messages billed; Present cumulative premium charge dollar amounts ; Tally charges based on the anniversary date of initial sign up. Example: user signs up for Service on Jan 12th, 2009 all months will end on the 12th of each month; If the Customer does not reply affirmatively to continuation message the system must pause the Chat Service until the anniversary date; No further MTs can be sent to a Customer until affirmative response to continuation message is provided by the Customer. If the Customer does not attempt to Chat, no additional messages may be sent. The Chat participant must be considered in a PAUSED status; and HELP and OPT OUT keywords must be included in the continuation message; 	TMO-164
	Suggested keywords are the same as the opt-in keywords defined above. In addition, MORE or CONTINUE should be supported as re-opt-in words;	TMO-165
	Regardless of status (Paused or Active), the Customer must be able to opt-out of the program at any time.	TMO-166
	While the Customer is in PAUSED status, Customer cannot incur any further premium messaging charges;	TMO-167
	Service Providers are strictly prohibited from queuing messages that are attempted to be sent to a PAUSED Customer and transmitting them to the user later;	TMO-168
	Toll free number is required for customer support and must be disclosed in Help MT.	TMO-169
	Double opt-in is required; first MT must disclose pricing, opt-out information, message frequency and user MUST respond with YES to complete activation;	TMO-170
	Premium for "registration" messages are NOT allowable. All messages related to registration, establishing a profile, etc. must be standard rated;	TMO-171
	MT can only be sent as a response to an MO from user;	TMO-172
	Operator Chat applications CANNOT "self-generate" MT's;	TMO-173

	Customers must be opted-out after 90 days of inactivity. An informational message informing the Customer of the automatic opt-out may be sent; and	TMO-174
	Chat participants must have the ability to report and block members.	TMO-175
	In addition to the aforementioned requirements and policy, below are additional details related to various Chat Services. Note: for Chat monthly subscription bundles, MT can indicate date for next billing period when Chat availability resumes (see MMA Consumer Best Practices Guidelines for examples).	TMO-176
Match Notification Functionality	Many Chat Services seek to incorporate notification services whereby a Customer signs up for Chat and is, on a recurring basis, sent notification (e.g., "match") messages. These messages are typically designed to encourage ongoing interaction with the Service and tend to be premium in nature. The following items are required:	TMO-177
	"Notification" functionality may be offered as part of an overall Chat Service only if the messages are treated as standard rated. In this instance no more than 5 notification messages can be sent in a 24hr period;	TMO-178
	"Notification" functionality is allowed only as an independent element to an overall Chat Service. One should liken them to recurring alerts with their own independent double opt-in flow in addition to any flow an end-user may follow for the initial sign-up of the Chat Service; and	TMO-179
	Chat Bots are prohibited except in connection with setting up a user profile or to provide user notifications in conjunction with notification functionality.	TMO-180
Group/Community Chat	Group Chat Services are typically designed so that many premium messages are distributed to a Customer only after the Customer has initiated interaction with a member of the group. The following items are required:	TMO-181
	These Services can only be offered under Monthly Subscription models. Per message premium Group Chat is not allowed;	TMO-182
	Operator and/or "Chat Bot" enabled Group Chat is strictly prohibited; only Services whereby there is a legitimate group of Customers is allowed; and	TMO-183
	Group Chat Services must be moderated 24x7 for compliance with the COGA agreement, the playbook, and all applicable laws and regulations.	TMO-184
Chat Advertising	Service Advertising for Chat programs may not imply that content that is not permitted under the COGA Agreement is available as part of the Chat. For operator assisted Chat, appropriate disclosure should be made in the advertising and Ts&Cs of the program: e.g. "this Service employs operators who are paid to participate in the Chat."	TMO-185

Additional Program Guidelines		
Sweepstakes and Contests	Premium and Standard rated sweepstakes are allowed on a case-by-case basis upon approval by T-Mobile. Premium sweepstakes may only be considered if end user participation is incorporated (e.g. a poll/vote/trivia game) or receives a piece of downloadable content for the premium charge with the sweepstakes entry offered as an added benefit. It is the Provider's responsibility to ensure that a Premium or Standard sweepstakes (permitted by T-Mobile) complies with State and Federal laws governing sweepstakes. Upon T-Mobile's request at any time, the Provider will be required to provide T-Mobile with additional details evidencing compliance with State and Federal laws governing sweepstakes.	TMO-186
Interactive TV (iTV) Campaigns	Interactive TV (iTV) Services (e.g. voting, text2screen, etc.) are allowed as Premium or Standard rated. Premium iTV Services may be allowed but approval is on a case by case basis. Any approved offering may be required to adhere to all of the following:	TMO-187
	On-air verbal and visual call out of pricing along with on-air presentation of Ts&Cs;	TMO-188
	Services with a price point below a certain amount (see T-Mobile pricing documentation) may be Single Opt-In but those with a price point greater than the specified amount shall be Double Opt-In ; and	TMO-189
	Only supported as one-time events (i.e. standard or premium). "Recurring" charge iTV Service models may not be offered.	TMO-190
	See the specific guidelines in the MMA Consumer Best Practices Guidelines for additional information on required size, timing and contents of disclosure relating to iTV campaigns.	TMO-191
Alternate Billing Methods	Under the COGA Agreement, alternative billing methods (e.g. Credit Card, PayPal, etc.) are acceptable. These transactions are classified as Company Premium Messages or Company Premium Downloads. To facilitate appropriate management of this method there are specific needs for Service setup in COGA. Should you wish to use an alternative payment method you will need to setup and deliver the transaction over a specific SEND service in COGA. Requirements include:	
	Disclose in the Program Brief that an alternative billing method is required;	TMO-192
	A confirmation MT that the Customer has had a charge of \$x applied to [appropriate billing party] (e.g. Credit Card, PayPal Account, etc.).	TMO-193
Charitable Giving Programs	Charitable Giving programs are allowed on a case by case basis. All charitable giving programs will be required to run over a distinct Short Code.	TMO-194

Viral or Word of Mouth Marketing Campaigns	Viral or World of Mouth Marketing campaigns will be supported on a case by case basis. The MMA Consumer Best Practices Guidelines defines Viral marketing as the communication (via text message or other mobile content) in which Consumer A receives a message, identifies Consumer B who they believe will be interested in the message and initiates a process to forward or share the message with Consumer B. Viral marketing campaigns must adhere to the following guidelines:	
	Message forwarded to recipient (Consumer B) must indicate that the message was forwarded by another consumer (Consumer A) and disclose the identity of the sender.	TMO-195
	If the message forwarded to the recipient (Consumer B) includes any form of downloadable content (ringtones, wallpaper, videos, images, etc), additional disclosure to recipient must be provided that indicates they may incur data charges.	TMO-196
	Consumer B must also opt-in to accept message related to downloadable content.	TMO-197
	Refer to the MMA Consumer Best Practices Guidelines for further requirements.	TMO-198
Free to End User (FTEU) Campaigns	FTEU programs will be supported on a case by case basis. A FTEU message is provided at no charge to the Subscriber (including transport fees but excluding any standard monthly subscription or usage fees paid by the Subscriber to T-Mobile) and does not facilitate the download of Content or Applications sent via the Company Connection through the T-Mobile Gateway, MMSC, or SMSC. Free to End User ("FTEU") messages and subject to applicable terms and rates in the COGA Agreement. These messages must run over a specific SEND service in COGA. FTEU programs must adhere to the following guidelines:	
	Must run on their own separate Short Code;	TMO-199
	Single opt-in applies;	TMO-200
	The message text must state that the message is a Free Message.	TMO-201
Download Messaging		TMO-202
General Guidelines	There are a variety of ways for consumers to purchase and receive content and these may evolve over time. The following sections touch on general guidelines around downloadable content – Ringtones, Wallpaper, Video Clips, etc.	
	ALL Download programs must adhere to T-Mobile requirements, including without limitation, formatting, Handset Specifications, and T-Mobile Network File Size restrictions. No Service may be launched and Services can be suspended immediately without notice, if they do not comply with these requirements.	
	In terms of valid content offerings the following are acceptable at time of publication: <ul style="list-style-type: none"> • Commonly supported Ringtone formats • Commonly supported Wallpapers (including custom wallpapers) • Commonly supported Animation • Commonly supported Video Clips 	TMO-203
	Use of "Device Not Supported" is only a permissible response in the instance of signifying a specific device is not supported. It is not an acceptable "synonym" response for a Service that is not supported for T-Mobile Customers. In such case, the response should indicate	TMO-204

	"Program/Application is not available to T-Mobile Customers at this time."	
	NOTE: All Services are required to identify appropriate handset information and provide optimized content for that handset. "One size fits all" content is not acceptable.	TMO-205
Device Discovery and Support	All download Services require device discovery prior to: <ul style="list-style-type: none"> • Any billing event • Any attempt to deliver content to the Customer • Any commitment to a subscription Service 	TMO-206
	If your program utilizes WAP Push, T-Mobile will supply MSISDN and User Agent information in the HTTP header. This information is to be utilized solely for the purposes of identifying handset type and delivering appropriate, supportable content.	TMO-207
	If your Service does not utilize WAP Push for device discovery, you will be required to implement alternative Web or SMS based discovery methods. (i.e. asking the Customer what handset type they are using in SMS messaging flow; providing a list on website).	TMO-208
	The only handsets that are eligible for 3 rd Party Services through the COGA Program are certified T-Mobile Handsets. Uncertified (e.g. Unlocked and/or "Gray Market" devices) are considered unsupported handsets.	TMO-209
	NOTE: Providing a demo/sample download is not a sufficient means for device verification. If the Service cannot identify device through appropriate discovery the Service may NOT sell content to the consumer.	TMO-210
Download Guidelines by Delivery Type		
Wap Push for Content Delivery	T-Mobile allows use of WAP as a means for delivery of binary content (e.g. WAP Push of a ringtone ordered by a Customer). T-Mobile also allows WAP as a Service offering (WAP Sites/Storefronts). WAP as a Service offering is restricted to T-Mobile Customers with a premium data rate plan.	TMO-211
	Should your Service utilize WAP for both delivery and/or a Service offering, all binary download delivery must occur over a sub domain with the following naming convention: "d2c." See Section 11.4 below for details on white listing sub domains. Primary domains for delivery of binary content are strictly prohibited and these will not be approved for white listing.	TMO-212
	There is only one distinct field in the Campaign for recording URLs. The "URL" field is for recording customer facing websites, the "d2c" URLs to be white listed for content delivery, and/or any applicable mobile website URLs. Specific URLs should be referenced in the URL field, followed by a description associated with the URL in the "Description" field. Refer to the T-Mobile 3PG Partner Center Campaign Creation tutorial for more details.	TMO-213
	Programs that leverage a pure WAP billing solution are not required to forward an advice of charge MT to the Subscriber's handset, but are required to distribute a receipt MT. The receipt MT can be delivered to the Subscriber's handset up to 2 hours after the WAP billing transaction.	TMO-214
WAP Address White Listing – For Binary Content Downloads	For downloads of binary content via a WAP Push or WAP page, you must supply the URL from which the download of the specific content will occur to T-Mobile for inclusion into the T-Mobile "White List." If a URL is not White Listed, the URL, including any content therein, cannot be accessed by Customers unless they have a	TMO-215

	premium data rate plan. White Listed URLs may only be used to facilitate the download of binary content to users and may not be used for any other purpose.	
	Qualifiable URLs for the White List are those operating under a sub-domain with the prefix "d2c." Examples of appropriate naming convention include: <ul style="list-style-type: none"> • https://d2c.wap.bobsringtones.com • https://d2c.bobsringtones.com 	TMO-216
	NOTE: Wild carded sub-domains or IP WAP addresses are not allowed or considered valid to be on the White List. Your Service must adhere to the aforementioned naming convention. All industry standard domain extensions (.com, .net, .tv, .mob) are supported.	TMO-217
Billing for Content Delivery and Notification	Billing events for transactional (one time) downloads cannot be triggered until the "last byte" has been delivered through the COGA Gateway. Any billing prior to delivery of content is considered a Service out of compliance and will be handled accordingly by T-Mobile (e.g., suspension, termination, etc.).	TMO-218
	Providers should integrate with the Partner Publisher system through COGA to assure that consumers are eligible for Direct-to-Consumer billing prior to initiating a transaction.	TMO-219
	Additionally, the appropriate purchase request must be utilized under this scenario. One time download transactions require a two phase purchase request in which the request is "authorized" in the initial step and the purchase is completed after the successful delivery of content to the subscriber.	TMO-220
Premium Download Guidelines		
Premium Download – One Time Event / Non Recurring	Premium Download – One Time Event typically involves a Customer buying a piece of content from a Website or other Call to Action (e.g. magazine advert.) on a transactional, non recurring basis. Implementation of this program includes the following characteristics:	TMO-221
	Double Opt-In is required for one time premium downloads.	TMO-222
	Premium billing event must occur after download of content (i.e. last byte through Gateway).	TMO-223
	Premium billing event notification must include Customer Support contact information. (Refer to Customer Support section for further requirements).	TMO-224
	"Next Best" models are not allowed - Service must deliver content Customer has requested prior to any billing for delivered content.	TMO-225
	Any Services involving Web as a POS MUST include clear disclosure of pricing, and terms and conditions, etc. Pricing disclosure must be in a manner prominent to the Customer before they engage in any purchase flow. Essentially a Website is considered a form of advertising and, therefore, must comply with all Service Advertising requirements and MMA Consumer Best Practices Guidelines.	TMO-226
	"Pre-Populated" check boxes related to the purchase path or registration for an account is NOT allowed. Users must affirmatively check boxes to signup, opt-in, etc.	TMO-227
	All Services, including those involving WAP or other call to action must include clear disclosure of pricing and MMA Consumer Best Practices Guidelines.	TMO-228
	Purchase of, for example, a ringtone cannot be deemed an "opt-in" to receive other information, promotions, etc. – It is a one-time event.	TMO-229

	If you want to have an "opt-in" you need to include a request in your message whereby the user "opts-in" through a separate affirmative response to receive additional messages.	
	Content purchased by alternative billing arrangement (e.g. Credit Card, Pay Pal, Prepaid Card, and/or "PIN" Services) are allowed but must be transmitted over a unique service setup in COGA and communicated to T-Mobile per the Program Brief process.	TMO-230
	Additionally, the following guidelines apply to the messaging flow for premium rated downloads – one time events:	
	Programs must adhere to key guidelines specific to opt-ins (refer to Section 7.1).	TMO-231
	Full disclosure in Call to Action of Price, and Billing Period.	TMO-232
	The Initial/Welcome Message must clearly state the Program Sponsor and Service name, Pricing, Billing Period, and Frequency of messages.	TMO-233
	In Initial/Welcome Message (1st MT), pricing must be disclosed prior to the opt-in prompt.	TMO-234
	The Initial/Welcome Message must include contact details for the program sponsor – either toll free number, website address, or Help via text message with resulting Help MT that contains required contact details.	TMO-235
	The Confirmation Message (2nd MT) must confirm the purchase and pricing and include opt out/STOP information.	TMO-236
	Customer support information in the Help MT must be supplied in the form of a toll free number.	TMO-237
	NOTE: Billing event can only be triggered AFTER user has successfully downloaded the content.	TMO-238
Premium Download – Recurring Messages/ Subscription Service	Subscription Services for downloadable content are permitted. In addition to considerations outlined previously in this Playbook, below are some additional program characteristics that are required for subscriptions:	
	Programs must adhere to key guidelines specific to opt-ins (refer to Section 7.1).	TMO-239
	Double opt-in to Service is required per guidelines outlined previously and must be affirmative in nature.	TMO-240
	"Next Best" models are not allowed.	TMO-241
	Auto renewing, weekly billing cycles are NOT allowed; minimum subscription cycle is one month.	TMO-242
	Full disclosure in Call to Action of price, billing period, and frequency (if applicable).	TMO-243
	Disclosure in Call to Action and Initial/Welcome Message of "Msg&Data Rates May Apply."	TMO-244
	In Initial/Welcome Message (1 st MT), pricing must be disclosed <u>prior</u> to the opt-in prompt.	TMO-245
	The Initial/Welcome Message must clearly state the Program Sponsor and/or Service name, pricing, billing period, and frequency of messages.	TMO-246
	The Confirmation Message (2 nd MT) must confirm the purchase and pricing and include HELP and STOP information.	TMO-247

	Customer support information must be supplied in the form of a toll free number.	TMO-248
	Users on subscription cycles MUST receive a Notification message at time of renewal per MMA Consumer Best Practices Guidelines (e.g., at least 24 hours in advance of the renewal charge being applied to the phone bill). This message must be sent to the Customer's handset and contain: Name of Service, subscription and frequency (e.g. monthly), disclosure that it's being renewed, advice of charge, opt-out details and HELP.	TMO-249
	NOTE: No Service may advertise or operate a "minimum subscription period." Customers can leave a Service at any time; no Ts&Cs can state or imply otherwise.	TMO-250

Promotional Download Messaging	The offering of promotional or complimentary downloadable content is allowed on a case-by-case basis. To facilitate appropriate management of this method there are specific needs for Service setup in COGA. A distinct send-only service will be required for the delivery of the content.	TMO-251
	The message rating may be designated as Promotional Download Messaging only if the transaction is a one-time only event tied to a specific promotional campaign around a "non-mobile" product or Service. If the Content Provider is part of the mobile media and marketing industry the message rating is considered Company Premium Download messaging.	TMO-252
Mobile Internet Browsing – WAP Storefronts	Mobile Internet sites offering premium Services and/or content discovered via browsing are permissible. These URLs will NOT BE White Listed and only accessible to Customers with a T-Mobile premium data rate plan.	TMO-253
SMS Messages with Embedded URLs	Distribution of WAP Services and URLs embedded in text messages is allowed but the offerings are restricted to T-Mobile subscribers with a premium data rate plan. Examples of allowable embedded links include, but are not limited to:	TMO-254
	Mobile "Browse Buy" storefronts for Binary Content (i.e. downloadable content);	TMO-255
	Mobile Blogging Sites whereby a user accesses the site via WAP;	TMO-256
	Location Services incorporating embedded links to maps, traffic, etc. in SMS results; and	TMO-257
	WAP based Chat.	TMO-258
	If your Service offers a WAP experience in conjunction with a Premium Charge you must verify the end user can access the WAP portion of the Service prior to any Service commitment or billing event. It is the Provider's responsibility to verify that the user can access the WAP portion of the Services prior to any Service commitments or billing events.	TMO-259
Applications	Application and game sales, non-networked and networked, may be permitted under the following conditions:	
	All games and applications must be certified through the T-Mobile approved third party application certifier – True North Services (TNS). TNS manages the end-to-end certification of all games and applications to be distributed Off-Deck. A separate business agreement will need to be established between you/your client and TNS. TNS charges per application/game build tested and bills its partners for completed tests on a monthly recurring schedule;	TMO-260
	Game and Application certification is independent of D2C (COGA) campaign approval and certification. It is advised your game or application be submitted for approval by T-Mobile through the program brief process prior to certification with TNS;	TMO-261
	After a build passes testing, it is "stamped" and watermarked by TNS. Once an application or game is stamped and watermarked, it can be distributed at will provided the accompanying Short Code has been provisioned and the campaign certified via the D2C program;	TMO-262
	Networked games and applications will differ slightly than non-networked games and applications in that certification of networked applications/games through TNS does not guarantee distribution via the D2C program. If a networked game or application is being offered, a Program Brief will need to be submitted and the campaign certified via the normal D2C process;	TMO-263

	Networked games and applications may only be accessed by our Premium Data Rate Plan subscribers via a non-white listed WAP URL (refer to section 11.4).	TMO-264
	Game and Application certification through TNS takes approximately 3 weeks. This must be factored into the overall campaign go to market timeline when determining a campaign launch date;	TMO-265
	All policies in the Playbook apply to any application offerings available through 3 rd Party Content sites; and	TMO-266
	Application sales are allowed through One-Time purchase and Subscription models consistent with Section 9. Alternative models, such as, but not limited to "Rental", "Try and Buy", "Buy a level", etc. are not permitted.	TMO-267

COGA Examples

Correct Short Code Use Examples: Short Codes Section 6.1

Below are several examples of how Short Codes may be used:

Content Provider/Service	Content Provider/Service	Same Short Code Allowed
Bob's Daily Horoscope (Standard-rated)	Bob's Daily Weather Alerts (Premium-rated)	Yes – T-Mobile will support both Standard-rated and Premium-rated services under the same Short Code but that Short Code must be Premium rated.
Bob's Daily Hip Hop Alerts (Standard-rated)	Bob's Ringtones (Standard-rated)	Yes – T-Mobile will support multiple Services for the same Client under the same Short Code provided a unique Offer Description for each Service is passed through in the purchase request. Refer to Section 6.5 for details.
Bob's Ringtones	Bob's Chat	No – Chat Services must be reflected on separate Short Code.
Bob's Downloads	Jack's Downloads	No – Cannot support multiple Content Providers or Clients on the same Short Code.
Bob's Daily Horoscope	ABC Org Mobile Giving	No – Mobile Giving campaigns cannot run under a Short Code that is also used for commercial services.

Universal HELP Command Example: Section 5.1

MO	Help	
MT	Bob's Movie Trivia Game. To start reply PLAY. To quit reply STOP. For customer support contact support@bobstrivia.com. Msg & Data Rates May Apply.	Std
MT DL Sub	Bob's Tones: \$9.99 for 8 tones/mo. 4 credits left. Quit? Txt STOP. Support? Call 18881234567 or visit www.bobstones.com. Msg & Data Rates May Apply.	Std

Double Opt-in Example: Section 7.2

CTA	Text 12345 for a weather alert each day from Weather Pro. Subscription service for \$4.99/mo + Msg & Data Rates May Apply.	
MO	12345 Weather	Std
MT	You have requested Daily Weather Alerts from Weather Pro. Subscription service is \$4.99/mo + Msg & Data Rates May Apply. To agree reply 'Yes'. For help text HELP.	Std
MO	Yes	Std
MT	Welcome! You're subscribed to Weather Pro's Daily Weather Alerts at \$4.99/mo. 1st alert will arrive shortly. To end alerts text 'STOP'.	\$4.99+std
HELP MT	Daily Weather Alerts. \$4.99/mo + Msg & Data Rates May Apply. Support: 888-123-4567. To quit text STOP.	Std

Std Rate One Time Event Example: Section 8.1

CTA	Text 12345 with your comment to see it live on ABC's Jumbotron. Msg & Data Rates May Apply.	
MO	12345 - This place rocks!	Std
MT	ABC Jumbotron: Thanks for your message. Keep your eye on the Jumbotron - it will be up there soon. Msg & Data Rates May Apply. Text HELP 4 info, STOP to cancel.	Std

Std Rate Subscription: Section 8.2

CTA	Text "Bob" to 12345 to sign up for Bob's Movie Alerts. Up to 3 messages/week. See www.bobsmovies.com for more info. Msg & Data Rates May Apply.	
MO	Bob to 12345	Std
MT	Welcome 2 Bob's alerts! You'll get your first new movie alert soon and then 1 new msg daily. Text HELP 4 info STOP to cancel. Msg & Data Rates May Apply.	Std

Premium One-Time Event Example 1: Premium text to Jumbotron - Section 9.1

CTA	Text 12345 to see your message on Mega's Jumbotron. \$.99/message + Msg & Data Rates May Apply.	
MO	12345 - Yo, check me out I am so freakin cool.	Std
MT	Mega Jumbotron. \$.99/message. Thanks for your message. Your text will appear shortly. \$.99/message + Msg & Data Rates May Apply. Text HELP 4 info, STOP to cancel.	.99 + Std
HELP MT	Mega Jumbotron. \$.99/message + Msg & Data Rates May Apply. Text Screen Inc: 888-123-4567. STOP to cancel.	Std

Premium One-Time Even Example 2: Premium text to vote - Section 9.1

CTA	NBC Celebrity Guest Vote. Text 12345 to vote for your favorite celebrity guest. \$.99/message + Msg & Data Rates May Apply.	
MO	12345 - John Laberblaster	Std
MT	NBC Celebrity Guest Vote: Thanks for your message! Your vote has been counted. \$.99 + Msg & Data Rates May Apply. Text HELP 4 info, STOP to cancel.	.99 + Std
HELP MT	NBC Celeb Guest Vote. \$99/vote + Msg & Data Rates May Apply. Support: 888-123-4567. STOP to cancel.	Std

Premium Recurring Events Billed Per Message: Section 9.2

CTA	Bob's Daily Weather Alerts. Text 12345 for a weather alert each day. Each alert is \$.99 + Msg & Data Rates May Apply.	
MO	12345 Weather	Std
MT	Daily Weather Alerts from Bob's Alert Services. Each alert is \$.99/alert (\$30.00/mo). Msg & Data Rates May Apply. To agree reply 'Yes'. HELP 4 info.	Std
MO	Yes	
MT	Welcome. Your 1st alert will arrive shortly. \$.99/alert. To end alerts text 'STOP'. Support: 888-123-4567.	Std
MT	Alert 1	\$.99+Std
MT	Alert 2	\$.99+std
Accrued Charge Notification	You've spent \$X.XX so far this month on Daily Weather Alerts (.99/daily alert = \$X.XX/mo). Msg & Data Rates May Apply. Text 'STOP' to end. Text 'HELP' for help.	Std

Premium Recurring Message Subscription Service Example: Section 9.3

CTA	Bob's Daily Weather Alerts. Text 12345 for a weather alert each day. Subscription service for \$4.99/mo + Msg & Data Rates May Apply.	
MO	12345 Weather	Std
MT	You have requested Bob's Daily Weather Alerts. Subscription service is \$4.99/mo. Msg & Data Rates May Apply. To agree reply 'Yes'. For help text HELP.	Std
MO	Yes	Std
MT	Welcome. You're subscribed to Bob's Daily Weather Alerts at \$4.99/mo. Your 1st alert will arrive shortly. To end alerts text 'STOP'.	\$4.99+std
MT	Alert 1	Std
MT	Alert 2	Std
Help MT	Bob's Daily Weather Alerts at \$4.99/mo + Msg & Data Rates May Apply. Reply STOP to quit. Support: 888-123-4567.	Std
Anniversary or EOM	You are currently subscribed to Bob's Daily Weather Alerts. Alerts are \$4.99/mo + Msg & Data Rates May Apply. Text 'STOP' to quit at any time. Support: text HELP or contact 888-123-4567.	\$4.99+std

Premium Chat Example: Section 9.5

CTA	Fun Chat: Text 12345 Chat to chat with amazing people. .99/message + Msg & Data Rates May Apply.	
MO	12345 Chat	Std
MT	Welcome to Fun Chat. You will be charged .99/message received. Reply with your name to start chatting with amazing people. STOP to quit. Txt HELP for help or call 888-123-4567. Msg & Data Rates May Apply.	.Std
MO	12345 Bill	Std
MT	"Hi Bill, I'm Summer. What are your hobbies?"	.99
MO	"Hi Summer. I like to monoski. It's so cool."	Std
MT	"WOW! I monoski too. What kind of ski do you have?"	.99
MT (\$25.00)	Service notice - you have spent \$25.00 to date this month. This service is \$.99/message received + Msg & Data Rates May Apply. To continue text 'continue'. Support: 888-123-4567.	Std
MT (\$+25.00)	Service notice - you have spent \$50.00 to date this month. If you agree to continue using this service text 'continue'. Support: 888-123-4567.	Std
MT (\$+25.00)	Service notice - you have spent \$75.00 to date this month. You have hit your service limit for the month. You may continue using next month. Support: 888-123-4567.	Std

Premium One-Time Download Event Example: Section 11.6

CTA	Text 890 to 12345 for "Evening Lights" ringtone by Bob Zigby at \$1.99 + Msg & Data Rates May Apply.	
MO	'890' to 12345	Std
MT	You have requested "Evening Lights" at \$1.99 per download. To agree, reply 'Yes'. Msg & Data Rates May Apply. Text HELP for help.	
MO	Yes	
WAP Push	User clicks and initiates download	
MT	(after last byte and delivery notification) Thanks for your order. \$1.99 + Msg & Data Rates May Apply. For support call Bob's Tones: 888-123-4567. To quit text Stop.	\$1.99

Alternative Payment Example: Section 11.6

CTA	(Website) Enter your credit card information and choose "Evening Lights" ringtone by Bob Zigby at \$1.99 + Msg & Data Rates May Apply.	
MO	User enters credit card information on website	
WAP Push	User clicks and initiates download	
MT	[Advice of charge sent over designated send service for alternative payments] (after last byte and delivery notification) Thanks for your order. \$1.99 will appear on your next Credit Card bill. Msg & Data Rates May Apply. For support call Bob's Tones: 888-123-4567. To quit text Stop.	Std

Web Initiated Opt-In Example: Section 11.6

CTA	User sees an advertisement and visits the Ringtone.com website.	
Initial opt-in	User chooses to buy the subscription ringtone package by clicking the "buy" button. User is asked to agree to Ts & Cs, select their carrier, and enter their cell phone number.	Std
Initial MT	Ringtone.com - 20 credits for \$9.99/month. Msg & Data Rates May Apply. Your PIN is XXXX enter at website or Reply "Yes". Text HELP for Help. Support: Ringtone.com or call 555-222-3333.	Std
Double opt-in	User enters PIN on website or responds "Yes" to Short Code	Std
Confirmation MT	You are subscribed to Ringtone.com at \$9.99/month! Support? 555-222-3333. HELP 4 Help, Text STOP to end.	\$9.99 + Std

T-Mobile Certification

T-Mobile requires that all Direct to Consumer programs are certified. The certification process is managed jointly by T-Mobile and a third party.

T-Mobile Audit

All Services running on T-Mobile's network are routinely monitored and audited for compliance with MMA Consumer Best Practices and T-Mobile Playbook policies. At a frequency determined by T-Mobile, additional random audits may be required of all Services in Market. If at any time production Services are found out of compliance with the Playbook or COGA Agreement they may be suspended immediately without prior notification. This is a zero tolerance policy.

AT&T

Provisioning

Section	Standard	MMA Id
AT&T Customer Experience Policy for 3rd Party Content Providers		
Unsolicited Messages	If content provider desires to send promotional material to an AT&T subscriber, the subscriber must consent to receive such promotional materials before any messaging is sent. Such consent can be obtained by having the subscriber opt in an additional time and agreeing to receive the promotional material.	ATT-01
	Unless otherwise stated in the terms and initial opt in, messages promoting other services must not incur premium charges.	ATT-02
	Proper notification to stop promotional messages must be disclosed to consumer at time of enrollment.	ATT-03
	If no response or a negative response is received, content provider must purge number from the active number list.	ATT-04
	No promotional messages of any kind may be sent to a subscriber after the subscriber has opted out of services without AT&T's permission.	ATT-05
Opt In	Standard Rate Program Opt-In and Off Portal Purchase Control Policy For standard rate programs, subscribers indicate their willingness to participate in a campaign, and receive messages from the program by:	
	Sending a Mobile Originated (MO) message to the shortcode.	ATT-06
	This opt-in process applies only to the specific campaigns to which a customer is subscribed and must not be used as a blanket approval to promote other campaigns, products and services unless specifically agreed by the user via their handset after complete detail regarding the opt-in scope has been communicated to the user. Unauthorized distribution of opt-in lists to third parties is strictly prohibited.	ATT-07
Keyword Policy	The following is a set policy around the use of keywords for off portal third party content to AT&T Mobility customers. This policy will detail guidelines around the use of keywords and the process of certification and auditing of services that incorporate keywords via SMS/MMS/WAP campaigns. This policy is to be an amendment to the AT&T Customer Experience Policy.	ATT-08
	Certification of campaigns with keywords <u>New Campaigns:</u> Any new campaigns that incorporate different keywords must be submitted to AT&T in such detail that includes all keywords, their uses, and corresponding short codes.	ATT-09

	Any new campaigns that are submitted to AT&T that incorporate multiple keywords under a single short code must disclose details on message flow for each keyword.	ATT-10
	Any new campaigns that contain keywords will be certified as such to ensure the functionality of each keyword and the compliancy of each service dependant on each keyword. If functionality fails in any way, the campaign will follow normal certification failure processes (see AT&T certification within the AT&T CEP).	ATT-11
	Any new campaigns submitted using multiple keywords must ensure that services behind each keyword are synonymous with the submitted campaign. Thus, keywords are prohibited to link off to entirely different services without the clear and proper opt in from the customer.	ATT-12
	Any campaigns containing multiple keywords that link to additional premium services, subscriptions, or anything the customer would be charged extra for, must initially contain the proper opt in and opt out process.	ATT-13
	<u>Existing Campaigns:</u> Any existing campaigns that have previously completed certification can have keywords added to the existing service providing the following rules are followed: All additional keywords must be consistent to the existing campaign services and terms and conditions. All additional keywords must be submitted to AT&T like a new campaign would but must have indication that the submission is a change to an existing campaign and therefore will not be subject to a re-certification process, but will be audits according to all existing AT&T auditing and monitoring rules and procedures.	ATT-14
	<u>Auditing</u> All existing rules of AT&T auditing and monitoring will apply to any and all services running behind each keyword. If services behind a single keyword of a campaign that contains multiple keywords fails and audit, the service as a whole will be scored accordingly and thus depending on the audit infraction, be subject to deactivation at the short code/campaign level.	ATT-15
	<u>Overall Guidelines</u> Keywords under single short codes should not point to different services or automatically opt customers into additional services that are unlike or outside any service/campaign that customer has already opted into. Additional keywords can be added to existing services that point to different service options to the customer without additional subscriptions or charges to the customer. It is the responsibility of the third party to submit ALL campaign keyword functionality to AT&T as is available to AT&T Mobility customers. If keywords that contain different services and or billing requirements are added to an existing service or a new service, they must be submitted to AT&T for certification as a separate campaign. It is vital that all keyword information is submitted to AT&T to ensure proper customer experience and compliancy of all rules and guidelines.	ATT-16
Premium Rate Program Double Opt-in	<i>AT&T ability to waive double opt-in:</i> In certain limited instances, AT&T may waive the double opt-in on a program-by-program basis:	ATT-17
	◊ A current exception to the double opt-in practice is a mobile interaction with the call to action for network television	ATT-18

	<p>programming. A premium charge call to action integrated with programming must be a single opt-in when the call to action contains the following conditions:</p> <ul style="list-style-type: none"> o A Mobile Originated message with a premium price at \$0.99 or below. o Interaction is transaction based messaging and is not subscription based. o On air call to action and advice of charge need to be clearly stated, inclusive of both visual and verbal – text size (10 font minimum), placement (prominent), and length of time on air (10 seconds). o Premium elements of the program are only offered during the broadcast. o A thank you/confirmation message including advice of charge must be sent following the MO 	
	<p>AT&T Double opt-in parameters:</p> <ul style="list-style-type: none"> ◇ WEB Opt-in <ul style="list-style-type: none"> o All pricing and billing periods/terms of the third party content must be clearly and conspicuously disclosed immediately adjacent to any customer submission field (i.e. phone number field or PIN code field). Clear disclosure of the pricing and billing period/term must not be on an additional page nor shall it be located on a page that would require the customer to scroll in any direction. 	ATT-19
	The following terms must be clearly and conspicuously disclosed on any cell phone number submit web page and any PIN code submit web page:	
	The initial and recurring charge of the content being promoted	ATT-20
	Verbiage that additional charges may apply.	ATT-21
	The customer will be charged automatically with no further action on part of the customer.	ATT-22
	The term of which the charge will automatically be made to the account in the absence of cancellation of the service/plan.	ATT-23
	Indication the customer will continue to received the charges until the customer cancels the service/plan.	ATT-24
	Instruction on how to cancel the service/plan.	ATT-25
	Disclosure of the mechanism for charging the customer (e.g. "on your cell phone bill or deducted from your prepaid balance on your cell phone account").	ATT-26
	All purchases must be authorized by the account holder. Terminology as such to ensure the account hold approves of the opt in of any third party campaigns must also be clearly disclosed on any cell phone number submit web page and any PIN code submit web page.	ATT-27
	An internet hyper-link to the terms and conditions must be present on every cell phone submit page and PIN code submit page in the internet order path.	ATT-28
AT&T Confirmation Messages	Upon successful opt-in of service, a confirmation message must be sent to new customer. Confirmation messages sent to AT&T subscribers at minimum must contain:	
	Name of product and / or service	ATT-29
	Total price & subscription terms	ATT-30
	Instructions for terminating service (including a generic stop command)	ATT-31
	Any premium subscription alert service must execute an alert to the opted in customer immediately after the customer has opted in. This	ATT-32

	alert should be a content alert and should be in addition/separate from the confirmation message.	
	See examples, AT&T Subscriber Customer Experience (Confirmation Message)	
AT&T Opt-out Requirements	◇ Any opt-out request must be instantaneous with the exception of email which must be processed within 24 hours.	ATT-33
	◇ Subscribers must be able to opt-out by calling one of the following: Connection Aggregator, content provider (company providing content via Connection Aggregator bind), AT&T customer CARE.	ATT-34
	◇ Content Providers must provide AT&T customer service reps with the ability to systematically remove a subscriber from a program - not requiring the customer to take action on their own.	ATT-35
	◇ An MT message confirming the opt-out must be sent to the subscriber - this cannot be a premium message. This message must indicate that the subscriber has not been charged and will not incur further charges or further communications from the subscriber. This message must be non-billable to the subscriber.	ATT-36
Subscription Migration Policy	AT&T has put in place a subscription migration policy that applies to aggregators that have content providers migrating from one aggregator to other(s). This applies directly to content providers that are selling subscription based services through DirectBill, and intend to change the merchant of record for an existing subscriber base. The also applies to changing subscription based product ID (QVPID) for the existing merchant of record, or changing the price point of a subscription offer.	ATT-37
	Any content providers that wish to migrate their services off of one aggregator and onto a different aggregator must submit their intentions to migrate to both aggregators prior to any submission of migration to AT&T. In addition, a letter of authorization must be submitted to AT&T to confirm the migration.	ATT-38
	<u>There are two high level requirements for migration of a subscription::</u>	
	Retain the subscribers' anniversary date of the subscription	ATT-39
	Minimize subscriber confusion	ATT-40
	The DirectBill merchant must be capable of using the DirectBill Subscription and Refund Management API (SRM API).	ATT-41
	Each aggregator should have received a document from AT&T CTO team outlining the step by step procedures on migrating an existing customer base. Please refer to that document or request a document with those directions prior to migrating.	ATT-42
	A short code migration request may take up to thirty (30) days from the date the Provider provides the short code Proof of Ownership letter to AT&T. Upon completion of the short code migration, AT&T will communicate the specific migration date to the Provider. The change in Provider billing will take affect on the specific migration date and no Provider billing adjustments/credits will be made on the monthly invoice from AT&T.	ATT-43
	AT&T may also set up a maintenance fee(s) for such migrations that occur.	ATT-44
Additional Subscription Considerations	All aggregators are required to follow the AT&T subscription policy. This policy states that any synchronous-event based products must be compliant with AT&T subscription API through Qpass. This will allow AT&T to subsequently control the renewals of customer subscription as well as allow AT&T customer service to more efficiently identify and	ATT-45