



AT&T Mobility Customer Experience Policy Amendment to MMA Best Practices and Guidelines for 3rd Party Content Providers

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Preface	3
1. AT&T Customer Experience Policy	4
1.1 Unsolicited Messages	4
1.2 Opt-In	4
1.3 Keyword Policy	4
1.4 Premium Rate Program Double Opt-in	6
1.5 AT&T Confirmation Messages	8
1.6 AT&T Subscriber Customer Experience Example	8
1.7 AT&T Opt-out Requirements.....	8
1.8 Subscription Migration Policy	9
1.9 Additional Subscription Considerations.....	10
1.10 Subscription Periods	10
1.11 Termination of Subscription Services.....	11
1.12 General Advertising Policy for AT&T.....	11
1.13 Chat and Social Networks Policy for AT&T	13
1.14 Subscription Services Advertising Policy for AT&T	13
1.15 Program Change Approvals.....	14
1.16 Inappropriate Content	15
1.17 Profanity.....	15
1.18 Drug Use.....	16
1.19 Sexual Conduct.....	16
2. AT&T Naming Conventions and Product Descriptions (DCBO)	16
3. AT&T Certification and Audits	18
3.1 Frequency	18
3.2 Audit Process.....	18
3.3 Audit Triggers.....	19
3.4 Audit Script Overview.....	20
3.5 Score Range	20
3.6 Content Provider Responsiveness.....	21
3.7 Audit Issues	22
3.8 AT&T Certification.....	23
4. Appendix	24
4.1 Glossary.....	24
4.2 Helpful Links	25
4.3 Communication Channels	25

Preface

The AT&T Customer Experience Policy for 3rd Party Content Providers (“Policy”) provides guidelines that must be followed by aggregators and 3rd Party Content Providers (collectively “Content Providers”) who directly or indirectly interact with AT&T subscribers via premium SMS/MMS/WAP and other premium downloadable content.

This Policy provides guidelines that supplement the Mobile Marketing Association Consumer Best Practices Guidelines for Cross-Carrier Mobile Content Programs (“CBP”). Should AT&T’s Policy conflict with the CBP, the AT&T Customer Experience Policy will be the applicable and controlling Policy.

This Policy will be enforced through a certification and monitoring process designed to protect AT&T’s wireless subscribers. As part of the certification and monitoring process, Content Providers will be audited against the CBP and AT&T’s Policy as articulated herein.

Content Providers whose practices are determined by AT&T to be in violation of the CBP or AT&T’s Policy may be subject to campaign suspension and/or termination, in addition to any other action that AT&T believes to be appropriate under the circumstances.

This is not a static Policy; it is subject to change. Notice of Policy changes will be provided to you.

AT&T reserves the right to terminate any campaign or service that is not in compliance with the CBP or AT&T’s Policy.

1. AT&T Customer Experience Policy for 3rd Party Content Providers

1.1 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.
- Unless otherwise stated in the terms and initial opt in, messages promoting other services must not incur premium charges.
- Proper notification to stop promotional messages must be disclosed to consumer at time of enrollment.
- If no response or a negative response is received, content provider must purge number from the active number list.
- 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.

1.2 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.
- 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.

1.3 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.

Certification of campaigns with keywords

New Campaigns:

- 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.
- 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.
- 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).
- 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.
- 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.

Existing Campaigns:

- 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.

Auditing

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.

Overall Guidelines

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.

1.4 Premium Rate Program Double Opt-in

AT&T ability to waive double opt-in:

In certain limited instances, AT&T may waive the double opt-in on a program-by-program basis:

- A current exception to the double opt-in practice is a mobile interaction with the call to action for network television 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:
 - A Mobile Originated message with a premium price at \$0.99 or below.
 - Interaction is transaction based messaging and is not subscription based.
 - 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).
- Premium elements of the program are only offered during the broadcast.
- A thank you/confirmation message including advice of charge must be sent following the MO.

AT&T Double opt-in parameters:**WEB Opt-in**

- 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.
- 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.
 - Verbiage that additional charges may apply.
 - The customer will be charged automatically with no further action on part of the customer.
 - The term of which the charge will automatically be made to the account in the absence of cancellation of the service/plan.
 - Indication the customer will continue to received the charges until the customer cancels the service/plan.
 - Instruction on how to cancel the service/plan.
 - 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”).
- 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.
- 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.

1.5 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
- Total price & subscription terms
- Instructions for terminating service (including a generic stop command)

Any premium subscription alert service must execute an alert to the opted in customer immediately after the customer has opted in. This alert should be a content alert and should be in addition/separate from the confirmation message.

1.6 AT&T Subscriber Customer Experience Example

Type	Sample Text	Charge
CTA	Detailed Web site with Ts & Cs, opt out, pricing, promotion details	N/A
Web input by user	Provides required information. Clarifies that this is a premium service, that charges will be billed to user's cell phone bill or deducted from cell phone prepaid account, confirms duration, etc. and specifies that by completing the sign-up, the user agrees to the Ts & Cs.	N/A
MT	abc.com: Ur PIN is 1111 to start the [Program]. Subscription @ \$4.99/mth.	N/A
Web input by user	User inputs password and completes sign up which states that they agree to the Ts & Cs.	N/A
MT	ac.com: You are now subscribed to [Program]. This is a subscription service billed at \$4.99 /mth. 4 Help txt:HELP to 12345.2 Stop txt:STOP to 12345	Premium

1.7 AT&T Opt-out Requirements

- Any opt-out request must be instantaneous with the exception of email which must be processed within 24 hours.
- 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.

- 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.
- 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.

Subscription Services

1.8 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.

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.

There are two high level requirements for migration of a subscription:

- 1) Retain the subscribers' anniversary date of the subscription
- 2) Minimize subscriber confusion

The DirectBill merchant must be capable of using the DirectBill Subscription and Refund Management API (SRM API).

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.

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 effect on the specific migration date and no Provider billing adjustments/credits will be made on the monthly invoice from AT&T.

AT&T may also set up a maintenance fee(s) for such migrations that occur.

1.9 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 manage off portal subscription campaigns in the case an AT&T customer calls in about the off portal service. Aggregators and content providers should be discouraged in pushing through 'item' charges on a recurring basis to get around the subscription policy.

1.10 Subscription Periods

- Subscription programs must be monthly (not daily, weekly, quarterly, annually), unless mutually agreed by AT&T and the Content Provider.
- AT&T does not support daily subscriptions. Daily messages must be prepaid in predefined bundles or charged one monthly fee.
- Program offering daily premium messages must be bought in prepaid buckets or in one monthly subscription.
- The result of a single sign-on process is one single subscription service, and rules apply for each single subscription service
- There must be no minimum subscription period associated to programs. Pro-ration is not required if properly disclosed in content providers terms and conditions.
- Programs offering trial periods must not charge any premium charges until after the trial period has completed and the subscriber has been informed of subscription pricing terms.
- The billing period begins on the day in which the subscriber enrolled. If the AT&T subscriber enrolled on the 17th of a given month, their renewal period will be on the 17th of subsequent months.
- **Service flow and information must not be misleading in any way.**

1.11 Termination of Subscription Services

- When AT&T provides a phone number that has been removed from service, the content provider must remove this number from all subscriptions and phone number must not incur any more premium charges.
- When a campaign has been designated as 'Completed' any existing customers or subscriptions need to be concluded immediately. Completed campaigns will be prohibited from maintaining an active customer base.
- From time to time AT&T may supply a list of mobile numbers that have been deemed 'deactivated' to the aggregators. This list will be encrypted for security. It will be the responsibility of the aggregator to sort that deactivation list accordingly as to send only the numbers effected per content provider to be removed from any existing subscription services. The aggregator (if able) can also remove these numbers from their systems ahead of the content provider. It is strongly recommended that mobile numbers on this deactivation list are sorted as such that only numbers that are assigned to services per content provider are sent to that respective content provider. Aggregators should NOT be either blindly sending the entire list out to all of their content provider or sending lists of mobile numbers that do not apply to content providers that don't have those mobile numbers included in their subscriptions.

1.12 General Advertising Policy for AT&T

- All material terms and conditions of the program are clearly communicated.
- A Billed to Business (free to end user message) must include the words "free message" within the text of the message and also state standard data (kbs) charges still apply when End Users click on a link in the message or End Users browse from their mobile devices.
- Service Pricing information is clearly and conspicuously indicated.
- All advertising, promotional material, and service Help message clearly display the opt-out information.
- The service is not promoted as "free", "complimentary", "no charge", "without charge", or any other term that reasonably leads the customer to believe that he or she may receive something of value, entirely or in part without a requirement of compensation in any form, or that tends to convey the impression to the customer that the service/plan is "free" when premium fees are associated with the service that the subscriber will pay with a reasonable level of participation in the program. IF the service/plan or any

merchandise is included within a plan/service/subscription, then it must be clearly and conspicuously initially represented to the customer pursuant to his or her authorization of billing for a paid subscription plan, the price of the plan, and its term. For example, a free ringtone offer requiring a customer to subscribe to a monthly subscription plan at a cost of \$9.99 per month shall say, “Free ringtone with paid monthly subscription of \$9.99/month.”

- Subscription term and billing interval is specified/disclosed to customer.
- Pricing in advertisements must be summarized to an estimated total monthly cost. (i.e. “\$1/day equals \$30/mth”)
- Notice that the charge will be billed on the customer’s wireless phone bill or deducted from their prepaid balance.
- Program advertising or its placement must not be deceiving about the functionality, features, or content of the underlying service.
- Any promotions of ads of any kind must include participating carrier id’s and information on handset compatibility.
 - Programs offering trial periods must make subscriber aware of total cost after trial period in advertisements.
 - Description of charges must be clear. Must be as prominent as promotional font and must be in close proximity to promo details.
- Pricing must be clear for each medium the program is promoted:
 - TV: Must include pricing, terms & conditions and opt-out information with font size as large as promotional font. On air call to action pricing and terms 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).
 - Radio: On air call to action pricing and terms need to be clearly stated verbally.
 - WEB: Must include explicit pricing details, terms s & conditions location and opt-out information on the same page and in close proximity to promotional details. The user must not be required to scroll or click to another page. *This information must be in addition to any terms and conditions provided as a link on the website.*
 - WAP: Must include pricing, terms s & conditions and opt-out information on the WAP same page as promotional details. The user must not be required to scroll or click to another page. *This information must be in addition to any terms and conditions provided as a link on the website.*

- PRINT: Must include sponsor identification, explicit pricing details, terms s & conditions location and opt-out information on the same page and in close proximity to promotional details. *This information must available in the Advertisement.*
- SMS: As previously indicated, all pricing, terms s & conditions and opt-out information must be included in the first and all subsequent service messages.

1.13 Chat and Social Networks Policy for AT&T

Additional advertising requirements apply specifically for chat services.

- Advertising for chat programs must not imply unapproved content.
- For operator-assisted chat, appropriate disclosure must be made in the advertising and terms and conditions of the program.
 - Example disclosure wording: This service employs operators who are paid to participate in chat.

All social networking and chat applications or games which allow communication between users will be responsible for all of the safety tools below. AT&T shall provide all best efforts to ensure that content providers are adhering to the following safety guidelines by conducting ongoing audits of social networking and chat applications or games.

All social networking and chat applications or games are required to have the following:

- An age acknowledgement tool at registration that successfully determines if the user's age is appropriate, and blocks access if he or she does not meet the set age requirement
- A minimum age of 13 is required for all non-romance themed games and applications
- A minimum age of 18 is required for all romance and dating themed games and applications

A 'Report Abuse' function must be made easily accessible to the user with clear action provisions outlining how complaints will be responded to.

1.14 Subscription Services Advertising Policy for AT&T

Additional advertising requirements apply specifically for subscription services.

- Promotional material for subscription services must clearly indicate that the service is subscription based. These words must be prominent and highly visible to readers.
- Must be as prominent as promotional font and must be in close proximity to promo details.
- Subscription services terms of use (i.e. whole cost pricing, opt-out) information must be clearly visible.
- Advertisements promoting “FREE” content will receive special attention to ensure subscribers fully understand terms and conditions of service and must adhere to AT&T’s general advertising policy.

Terms of subscription (Price, duration, opt-out process, etc.) must be listed FIRST in Ts & Cs section online as well as any other printed material. Price and frequency of subscription must not be buried in Ts & Cs.

Opt-out information must be clearly displayed in all advertising and promotion material. Where stop instructions are displayed, the information provided must advertise a generic STOP command, and additionally service specific stop commands – for example “stop polytones” may also be advertised.

1.15 Program Change Approvals

Campaigns are approved and provisioned based on specific parameters that were presented to the aggregator and AT&T. If the content provider wishes to run additional programs on a given shortcode, then each additional program will require approval from AT&T. All notifications to AT&T must be provided 10 business days notice prior to change rollout in order for AT&T to properly approve the change request.

The following changes require aggregators to submit a request to AT&T:

- Campaign name or content provider brand changes
- Campaign products line up changes (i.e. additional alert programs instituted other than those provisioned)
- New and / or alternative hosts begin offering campaign (i.e. launch of new website offering similar and / or dissimilar products and services on existing campaign or short code.
- Customer care information changes

- Early termination of campaign
- Program changes affecting consumers rights to privacy

The aggregator is required to summarize the changes and update any changes in the provisioning tool. The campaign can not implement the requested change until approval is granted.

1.16 Inappropriate Content

The use of inappropriate content in SMS campaigns is not permitted. Below describes AT&T's position on inappropriate content. Campaigns that offer inappropriate content may be terminated. *AT&T Reserves the right to classify any material as inappropriate.*

Wireless Content Guidelines Classification Criteria

Mobile content will be classified as Restricted Carrier Content or Generally Accessible Carrier Content based on existing criteria used to rate movies, television shows, music and games.

Content is generally considered “Restricted” if it contains any of the following restricted content identifiers:

Restricted Carrier Content

- Intense Profanity
- Intense violence
- Graphic depiction of sexual activity or sexual behaviors > Nudity
- Hate speech
- Graphic depiction of illegal drug use

Any content that has not been classified as “Restricted Carrier Content” will be considered “Generally Accessible Carrier Content” and will be subject to be available to all consumers.

1.17 Profanity

Use of profanity in products that can be exchanged through the use of SMS technology is strictly prohibited. Lyrics, Wallpapers, Song Titles, SMS alerts, and moderated SMS interactive communications containing profanity must be removed. *If a particular piece of content is incomplete without using a profane word, it is permissible to offer this product only after the word have been altered to be less profane (i.e. Sh*t)*

1.18 Drug Use

Any reference to the abuse of alcohol, drugs, tobacco or other controlled substances is strictly prohibited. This includes verbal and non verbal actions in which a person could conclude that promotion of drug use is intended.

1.19 Sexual Conduct

Content of adult nature is not allowed. Adult nature includes sexual explicit images and textual communications that are sexual graphic.

Sexual Explicit Images:

- No exposed breast or genitalia either cartoon or real, is permitted to be offered.
- No images meant to insight sexual activity may be offered. This includes images depicting any sexual act.

Textual Communications

- Any controlled communications between a campaign and subscriber must not contain content that could be considered sexually explicit. Content directed at encouraging sexual acts or to excite a subscriber in a sexual way is not allowed through SMS premium services.

2. AT&T Naming Conventions and Product Descriptions (DCBO)

All current AT&T naming conventions and product descriptions can be referenced at the following link:

http://developer.att.com/developer/index.jsp?page=goToMarketDetail&id=6.3_v1_5200118

ALL transactions are now required to be DCBO compliant.

To ensure compliancy for DCBO:

- Description field should no longer include Short Code/Campaign ID/Merchant Name
- Price points are not to be contained in description field
- Description field provides clear, concise, customer-friendly descriptions for Off-Portal Mobile Purchases & Downloads transactions
- Product descriptions should not duplicate a merchant name



- Product Descriptions should not be acronyms that are not immediately recognizable (i.e. as BET or MTV would be)
- Merchant names should be listed with the merchant’s URL whenever possible (i.e. magmic.com)

DCBO is a vital effort to help give customers a better understanding of what they purchased by providing more accurate details about the services they purchased on their bills. This effort will go along way to help avoid refunds and also aid AT&T customer service in identifying third party services.

As a reminder, here is an example of the proper DCBO format for item purchases AND subscription services:

CONTENT_PROVIDER_NAME	PRODUCT_DESCRIPTION	MERCHANT_NAME	PERIODICITY	PRICE	SHORT_CODE	CAMPAIGN_ID
(aggregator name)	Baseball Tone	Mobisports.com	oneTime	0.99	12345	98765
(aggregator name)	Weather Alerts	Jims weather.com	Monthly	9.99	98765	12345

AT&T does not allow unique short codes to be live under two different binds or connected partners.

For each Aggregator, AT&T will enable an option that requires each Aggregator to submit valid values for Merchant Name, Short Code and Campaign ID for every purchase. These fields will be required for purchases submitted via the Purchase Web Service (API) and those submitted via Buy Link.

Field Name	Data Type	Num. Chars. Allowed by Qpass	Num. Chars. Displayed on Bill	Description	Default Value	Sample Value
merchantName QMERCHANTNAME	ASCII String, cannot be blank	50 chars	First 20 chars	The merchant name presented during advice-of-charge, in purchase history and on the AT&T customer bill.	None	BET TV
shortCode QSHORTCODE	Positive Integer, cannot be blank	16 digits	First 6 digits	The SMS short code for the product being purchased.	None	12345
campaignid QCAMPAIGNID	Positive Integer, cannot be blank	16 digits	First 5 digits	The AT&T assigned campaign ID for the product being purchased.	None	1234

3. AT&T Certification and Audits

3.1 Frequency

The AT&T Audit and Monitoring team periodically will perform audits on SMS/MMS/WAP campaigns. Unless information is required for audit of the campaign, the audited companies will not be informed that an audit is taking place.

Depending of the audit score severity of feedback, the content provider may be given results and custom feedback as an outcome of the audit. Content responsiveness to feedback requests will vary based on score results. *For more information see the 'Content Provider Responsiveness' section.*

3.2 Audit Process

AT&T has an independent division responsible for proactively monitoring existing campaign's content, applications, billing and advertising techniques to ensure that campaigns are in compliance with both the Mobile Marketing Association's Best Practices and the AT&T Customer Experience Policy. Campaigns are critiqued and feedback is provided to aggregators to better the customer experience.

Periodically, AT&T will request campaign specifics from the campaign aggregator. A two day turnaround has been allotted for this information request to be filled out and returned to AT&T in entirety.

Completed data requests are used by the AT&T audit and monitoring team for record keeping and to execute audits.

An audit will take less than one day to execute and compile feedback for the campaign. An audit will typically test only one campaign at a time. The script associated with the audit will test the majority of functionality offered by a campaign. *For more information see the 'Audit Script Details' section.*

AT&T will provide the feedback on the audited campaign to the aggregator. AT&T expects changes to be made in response to the feedback. If AT&T feels that by not making changes, the end customer is at risk, the campaign will be terminated after the allotted change request deadline. Content providers are encouraged to follow up on feedback items if they feel strongly opposed to the change request. Content provider questions specific to items on the feedback must be sent through campaign's aggregator to AT&T.

After the AT&T and aggregator proposed change deadline, a follow up validation audit will be executed. The audit and monitoring team will look to assess each element on the initial feedback report as well as perform another scripted audit. If the campaign passes with an acceptable score then no further action is required.

Any new items will be addressed in the next scheduled audit. If the campaign still does not meet AT&T's requirements, AT&T will work with the aggregator to understand the delays, will escalate as necessary, and ultimately may choose to terminate the service.

3.3 Audit Triggers

The AT&T Audit and Monitoring team will execute audits periodically. Trigger criteria for audits are:

- Audits will be completed on new SMS/MMS/WAP campaigns offered to AT&T subscribers
- Ongoing internally scheduled audits will be performed. The frequency of these audits varies on past scores and status criteria of campaign. Each content provider will be audited at least once per month. Some will be audited more frequently based on their previous performance.
- External requests for audits, such as those wanting to be involved in AT&T's Preferred Provider Program. *See the 'Audit Request' section of this document to understand how to request an audit*

- Internal requests for audits, such as those resulting from internal inquires about a content providers performance
- Complaints related to a content provider's customer experience and/or their products appropriateness

3.4 Audit Script Overview

Existing campaign's content, applications, billing and advertising techniques are audited with a repeatable script to ensure that campaigns are in compliance with both the MMA's Best Practices and AT&T's Customer Experience Policy. Campaigns will be critiqued and feedback will be provided to aggregator to better the customer experience.

The script provides an irrefutable, objective scoring mechanism judging 3rd party content providers. Each functional area in the script begins with a 100 point total. Each functional area has a list of requirements derived from the MMA's Best Practice Guidelines and AT&T's Customer Experience Policy which must be met. If a campaign does not fulfill a requirement, a deduction is made to the point total for that functional area.

The script focuses on the following functional areas:

- **Website Functionality:** The script will analyze the Content Provider's website for functionality that must be available to the AT&T customer.
- **Messaging:** The script will audit a sampling of the messaging content to make sure it follows the guidelines set by the AT&T Customer Experience Policy.
- **Advertising:** The script will analyze advertising content and presentation that a 3rd party content provider uses to reach AT&T customers.
- **Research:** The script looks into billing detail and presentation as well as terms and condition context.
- **Products Offered:** Details pertaining to the type of content that is being offered are gathered in this section. No feedback is generated from this section on audits.

3.5 Score Range

Each functional area is scored independently. Each functional area falls into a risk range with the exception of the Products functional area which is used for record keeping only. The lower the audit score the higher the perceived risk of that campaign to AT&T customers.

Range	Score	Priority
90-100	Only minor changes requested. Consistent scoring in Green category will result in qualifying for AT&T's Preferred Provider Program (discussed later).	Low
80-90	Several minor enhancements or functionality need to be made.	Medium
60-80	Changes to functionality, advertising, or customer experience required to continue to operate as an AT&T content provider. PLEASE NOTE ANY SCORE BELOW AN 80 IS CONSIDERED 'FAILED'.	High
<60	Have one or many issues that AT&T feels pose a risk the AT&T Subscriber base. Campaigns will be terminated depending on risk assessment.	Escalated - High

3.6 Content Provider Responsiveness

The following table depicts AT&T's expectation for content provider responsiveness:

	High Score (90-100)	Medium Score (80-90)	Low Score (60-80)	Escalated Issues (<60 or Other Notification)
Initial Response to Feedback	Less than 7 days to prevent termination of campaign	Less than 7 days to prevent termination of campaign	Less than 48 hours to prevent termination of campaign	NA – Service Terminated
Functionality Changed to Production	Address all high priority feedback items within 21 days of initial feedback to prevent potential termination of campaign	Address all high priority feedback items within 7 days of initial feedback to prevent potential termination of campaign	Address all high priority feedback items within 48 hours days of initial feedback to prevent potential termination of campaign	NA – All concerns must be resolved before campaign can be turned back on.

3.7 Audit Issues

The following items have been found to pose a risk to the SMS industry and AT&T's subscriber base. If they are found in a campaign, the campaign may be terminated at AT&T's discretion.

High Priority Issues that may result in campaign termination:

- Unsolicited messages sent to AT&T subscribers
- Failure to comply with Double Opt in procedures and/or bare minimum message requirements
- Opt Out procedures that do not work properly
- Campaign pricing that is a violation of AT&T's Customer Experience policy (i.e. subscription that charges AT&T subscribers weekly)
- An intent to deceive AT&T Subscribers
- Advertising that is intentionally deceptive
- Failure to follow up with AT&T with regards to Audit feedback within prescribed timelines
- Excessive inappropriate content (Chat content, Images, Text)
- Inappropriate and / or inaccurate billing
- Failure to comply with parental controls and / or age validation when warranted

AT&T reserves the right to classify any unresolved issue as a high priority item

Medium issues do not necessitate that a campaign be terminated or suspended but they must be addressed by a content provider prior to another round of audits. Several medium priority issues could put the campaign at risk of being terminated.

Medium Priority Issues:

- Functionality that satisfies the Code of Conduct requirements but is not considered destructive to the AT&T / subscriber relationship
- Minimal amount of inappropriate content found in catalog

The following items will be may be commented and addressed in audits. Several low priority issues could put the campaign at risk of being terminated.

Low Priority Issues:

- Minor functionality errors
- Messaging enhancements requiring only minor alterations

AT&T Branding

AT&T restricts the use of its registered trademarks and branding. All aggregators and content providers that offer services to AT&T customers are to reference available services on their sites, promotional entities as: "AT&T" in plain text. "AT&T" can be presented as such, but no use of logos and or AT&T trademarks are to be used for off-portal services.

Off-Portal promotion of your products should make it clear that your company is the provider. No reference to AT&T should imply that AT&T is the provider of the product. You may only promote that your products can be purchased by AT&T subscribers.

3.8 AT&T Certification

The AT&T SMS Campaign Certification process is in place to certify campaign compliancy and functionality prior to launching the service into a production environment.

Aggregators will not promote traffic to new short codes until they receive notification from the AT&T Certification team that the short code is certified and ready for customer use. Failure to comply could result in de-provisioning or other penalties. Provider submitted Billed-to-Business (free to end user) Short Codes cannot be used at the same time for Standard Rate and/or Premium campaigns.

After a short code is provisioned on the Network, and tables are updated by Billing, the Certification team will send a letter to Aggregators letting them know that the short code is available. The Certification team will not begin testing at this point. Instead, it is expected that aggregators and content providers will conduct internal testing of the short code, and will let the Certification team know when the short code is ready for Certification.

After aggregators receive notice that the short code is available, they will have sixty days to inform the AT&T Certification team via email that the short code is ready for Certification. If no response is received within 60 days, then the short code will be de-provisioned.

Once the Certification team receives notification that a short code is ready for testing, they will conduct a Certification test that is identical to the regular audit.

A minimum score of 80 is required to pass the Certification test.

If a short code receives a score above 80, the Certification team will notify aggregators via email once a week on the Friday following the test. At this point, the short code will be considered certified and ready for consumer use.

If a short code receives a score below 80, the Certification team will notify aggregators via email once a week on the Friday following the test. The email will include detailed instructions on what needs to be fixed to obtain a passing score.

After the Certification team sends a failure notification, aggregators have five business days to fix the problems. Additionally, aggregators must notify the Certification team via email that the problems have been fixed. Notification must be received from aggregators within five business days, or the short code will be de-provisioned.

If notification is received from Aggregators within five business days, then the Certification team will re-test failed short codes.

If the short code receives a score above 80, the Certification team will notify aggregators via email once a week on the Friday following the test. At this point, the short code will be considered certified and ready for consumer use.

If the short code receives a score below 80, the Certification team will notify aggregators via email once a week on the Monday following the test, and the Certification team will de-provision the short code.

4. Appendix

4.1 Glossary

- Content Provider – Parties that offer mobile content via an Aggregator to AT&T subscribers
- Premium Rate – Programs or messages that result in charges above and beyond standard text messaging charges being applied to the subscriber's wireless bill
- Standard Rate – Programs or messages that result in only normal text messaging charges being applied to the subscriber's wireless bill
- Subscriber – An individual that has a subscriber to AT&T

4.2 Helpful Links

- CTIA Website: <http://www.ctia.org/>
- Mobile Marketing Association (MMA) Website: <http://www.mmaglobal.com/>
- MMA Best Practices: <http://www.mmaglobal.com/bestpractices.pdf>
- Truste: <http://www.truste.org/>

4.3 Communication Channels

Below is a synopsis of communications between a content provider, aggregator, AT&T Point of Contact and the AT&T Audit Team.

Types of Communication Originating From and To:

Content Provider	<ul style="list-style-type: none"> • All communications to AT&T should be sent to the Aggregator. • All communications to the content provider will be sent through content providers Aggregator. • Only on specific occasions should the AT&T Point of Contact be in direct contact with the content provider. On such occasions the aggregator may participate if necessary.
Aggregator	<ul style="list-style-type: none"> • AT&T will request details for campaigns for audit repositories. The Aggregator is responsible for following up and ensures that the material is delivered to AT&T in the set timeframe. If a delay is suspected, the Aggregator is responsible for providing notification to their AT&T Point of Contact. • All CARE inquiries pertaining to AT&T customers should go through the AT&T CARE unless specifically approved by AT&T.