Canadian Radio-television and Telecommunications Commission
Conseil de la radiodiffusion et des télécommunications canadiennes

Telecom Decision CRTC 2006-48

Ottawa, 3 August 2006

MTS Allstream and Bell Canada – Part VII applications regarding 900 service

Reference: 8622-M59-200513962 and 8622-B2-200600123

*In this Decision, the Commission **approves in part** an application by MTS Allstream Inc. (MTS Allstream).*

The Commission determines that the consumer safeguards for 900 service should be of general application and cover all 900 service providers and 900 service content providers as well as all relationships between 900 service content providers, 900 service providers, local exchange carriers, and clearing houses that involve 900 service.

*The Commission **denies** MTS Allstream's request that the Commission require Canadian carriers providing 900 service to do so in accordance with an approved tariff and associated agreements.*

Instead, pursuant to section 24 of the Telecommunications Act*, the Commission imposes additional section 24 conditions on non-dominant carriers in order to ensure that the consumer safeguards for 900 service become of general application. Further, the Commission directs the incumbent local exchange carriers (ILECs) to modify their access services tariffs. The Commission also modifies the competitive local exchange carrier (CLEC) Model Tariff to include the conditions that carriers establishing network routing arrangements related to 900 calls must abide by the approved consumer safeguards for 900 services and that 900 service providers are to include in all contracts or other arrangements with their 900 service content provider customers the requirement that the 900 service content providers abide by the same Commission-mandated consumer safeguards, and directs CLECs to file revised tariff pages.*

*In this Decision, the Commission also **approves** a request by Bell Canada on behalf of itself, Aliant Telecom Inc., Saskatchewan Telecommunications, and TELUS Communications Inc., now TELUS Communications Company (TCC) (collectively, Bell Canada et al.) to modify the interexchange carrier (IXC) Billing and Collection Services Agreement (the BCS agreement), with respect to 900 calls, to restrict its application to only those 900 calls that comply with the current Accounts Receivable Management Agreement (the ARM agreement).*

*The Commission **approves** Bell Canada et al.'s request to allow the termination of the IXC BCS agreement, with respect to 900 calls, based on indirect indicators of non-compliance with the ARM content guidelines or the mandated consumer safeguards for 900 service, effective on the Commission's approval of follow-up recommendations from the Business Process Working Group (BPWG) of the CRTC Interconnection Steering Committee.*

*The Commission **denies** Bell Canada et al.'s request to prohibit the application of the IXC BCS agreement for the billing of 900 calls associated with programs subject to billing under an Alternative Billing Arrangement agreement.*

The Commission directs Société en commandite Télébec and the small ILECs (collectively, the companies) to show cause as to why the measures taken below should not apply to the companies, and to make recommendations as to how the measures should be implemented, if applicable, in their respective cases.

The applications

1. The Commission received an application by MTS Allstream Inc. (MTS Allstream), dated 28 November 2005, filed pursuant to Part VII of the *CRTC Telecommunications Rules of Procedure* (the Rules). MTS Allstream requested that the Commission issue an order stating that competitive 900 service, offered by either an interexchange carrier (IXC) or a competitive local exchange carrier (CLEC), be provided pursuant to an approved tariff and associated agreements, which contain provisions for the consumer safeguards and other consumer protections that the Commission established for 900 service provided by Aliant Telecom Inc. (Aliant Telecom), Bell Canada, MTS Allstream, and TELUS Communications Inc. (TCI), now TELUS Communications Company (TCC),[1] collectively, the incumbent local exchange carriers (ILECs)[2] in *900 service – Agreements and consumer safeguards*, Telecom Decision CRTC 2005-19, 30 March 2005 (Decision 2005-19).

2. The Commission also received an application from Bell Canada on behalf of itself, Aliant Telecom, Saskatchewan Telecommunications (SaskTel), and TCC (collectively, Bell Canada et al.), dated 9 January 2006, filed pursuant to Part VII of the Rules. Bell Canada et al. requested that the Commission modify certain terms and conditions in the IXC Billing and Collection Services Agreement (the BCS agreement) as it relates to 900 service.

Background

3. In *Competition in the provision of public long distance voice telephone services and related resale and sharing issues*, Telecom Decision CRTC 92-12, 12 June 1992 (Decision 92-12), the Commission allowed competitors to provide long-distance services, including 900 service. In that Decision, the Commission also required that billing and collection services be made available to IXCs. However, the Commission considered that the parties that participated in the proceeding leading to Decision 92-12 should not be required to bill and collect for charges over which they or the Commission have no control, nor should they be required to bear the brunt of customer complaints in the case of unreasonable rates. Through subsequent determinations, the requirement to provide billing and collection services for IXCs has been extended to all local exchange carriers (LECs).

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1 Effective 1 March 2006, TCI assigned and transferred all of its assets and liabilities, including all of its service contracts, to TCC.

2 Although Saskatchewan Telecommunications (SaskTel) was not one of the ILECs made party to the proceeding that led to Decision 2005-19, for the purposes of this Decision, all references to ILECs in the Commission's determinations should be read to include SaskTel as the company is a party to this proceeding.

4. In *900 service – Agreements and consumer safeguards*, Telecom Public Notice CRTC 2002-2, 9 April 2002 (Public Notice 2002-2), the Commission invited public input on proposed changes to agreements between ILECs and 900 service providers in which users are billed by the ILEC or the 900 service provider. The Commission requested input on whether the existing consumer safeguards for 900 service were effective or needed to be changed and on whether additional safeguards should apply to situations in which a 900 service provider bills consumers directly for 900 calls through the Alternate Billing Arrangement Agreement (the ABA agreement), rather than through a billing and collection arrangement with an ILEC.

5. In *First Media Group Inc. – Competitive provision of 900 services*, Telecom Decision CRTC 2004-43, 30 June 2004 (Decision 2004-43), the Commission, consistent with its policy to promote facilities-based competition, denied an application by First Media Group Inc. in which it requested that the Commission permit the provision of 900 network services to interested 900 service content providers, using underlying network components and services leased from 900 service providers and LECs.

6. In Decision 2005-19, which was issued at the conclusion of the proceeding initiated by Public Notice 2002-2, the Commission established new consumer safeguards for 900 service.

Process

7. MTS Allstream served its application on all parties registered to Public Notice 2002-2, CLECs, and ILECs.

8. The Commission received joint comments concerning MTS Allstream's application from Fastrack Global Billing Networks Inc. (Fastrack) and Triton Global Business Services Inc. (Triton) as well as comments from Bell Canada et al., MP Guidance Inc. (MP Guidance), and Québecor Media inc. (QMI) on behalf of its subsidiary Vidéotron ltée (Vidéotron), all dated 9 January 2006.

9. By Commission letter dated 13 January 2006, registered parties to Public Notice 2002-2, CLECs, and ILECs were advised that Bell Canada et al.'s application would be included in the proceeding underway for MTS Allstream's application.

10. The Commission received joint comments concerning Bell Canada et al.'s application from Fastrack and Triton, as well as comments from QMI on behalf of Vidéotron, all dated 3 February 2006.

11. MTS Allstream and Bell Canada et al. submitted reply comments regarding their respective applications, dated 13 February 2006.

MTS Allstream's application

12. MTS Allstream requested a Commission order directing IXCs and CLECs offering a 900 service to offer such service pursuant to an approved tariff and associated agreements that reflect the consumer safeguards mandated for ILECs offering 900 service.

13. Specifically, MTS Allstream requested that the Commission issue the following orders:

    - Subject to sections 24 and 25 of the *Telecommunications Act* (the Act), no Canadian carrier shall provide a 900 service except in accordance with a tariff approved by the Commission and associated agreements, also approved by the Commission, incorporating all of the Commission-mandated consumer safeguards and protection measures for 900 service approved in Decision 2005-19, as may be amended from time to time in subsequent Commission orders and determinations.

    - All Canadian carriers providing 900 services in the absence of a Commission-approved tariff and associated agreements modeled on the current Service Provider Agreement (the SP agreement), the ABA agreement, and the Accounts Receivable Management Agreement (the ARM agreement), are required to file such tariffs and agreements for approval by the Commission within 45 days of the date of a Commission determination.

14. MTS Allstream noted that it had received a request from an IXC for equal access interconnection and a request to route 900 calls from MTS Allstream's local exchange customers. MTS Allstream further submitted that it was in the process of implementing equal access interconnection for this IXC in accordance with its carrier access tariff.

15. MTS Allstream indicated that it was concerned about implementing the requested routing of the 900 calls to the IXC's network since it was not clear how the IXC would ensure compliance with the consumer safeguards mandated in Decision 2005-19.

16. MTS Allstream submitted that although the Commission had established consumer safeguards for LEC customers using 900 service through the ILECs' tariffs and had approved associated agreements that apply to 900 service content providers, the Commission had not yet formalized the application of these safeguards and agreements to the IXCs and CLECs that offer 900 service.

17. MTS Allstream submitted that the Commission could ensure consistent implementation of the consumer safeguards for all 900 services, irrespective of whether the carrier was an ILEC or a competitor, through the application of Commission-approved competitive 900 service carrier tariffs and the associated SP, ABA, and ARM agreements. MTS Allstream further submitted that the tariff process would allow the Commission to oversee all 900 service offerings and, therefore, to ensure consistent application of the consumer safeguards for 900 service.

18. MTS Allstream argued that extending the requirement to provide 900 service pursuant to a tariff and associated SP, ABA, and ARM agreements similar to those approved for the ILECs' 900 service offerings would ensure that

    - the Commission-mandated consumer safeguards for 900 service are understood, implemented, and enforced by all carriers that provide 900 service since these carriers would explicitly accept the responsibility of monitoring all 900 services carried over their respective networks; and

- the burden of monitoring and enforcing the consumer safeguards rests with the carrier that benefits directly from the revenues derived from provisioning the 900 service.

19. MTS Allstream added that it would be relatively straightforward for competitive 900 service providers to obtain approval of these tariffs and agreements for their service since the ILECs' 900 service tariffs and the associated SP, ABA, and ARM agreements were well understood and were recently reviewed in detail by the Commission and many interested parties.

20. MTS Allstream submitted that, under its proposal, ILECs would not be responsible for billing their customers on behalf of competitive 900 service providers.

Positions of parties

21. Bell Canada et al. submitted that they agreed with MTS Allstream that the mandated consumer safeguards should be implemented uniformly for all 900 services, irrespective of whether the services are provided by the 900 service content provider of an ILEC or a competitive 900 service provider.

22. Bell Canada et al. also agreed with MTS Allstream that implementation of the mandated consumer safeguards for all 900 services should be accomplished through the filing by competitive 900 service providers of Commission-approved 900 service tariffs and associated agreements that reflect the consumer safeguards mandated for ILECs offering 900 services.

23. Fastrack and Triton submitted that they did not oppose the main thrust of MTS Allstream's application–to require competitive 900 service content providers to comply with the Commission's consumer safeguards for 900 service. Fastrack and Triton submitted that they intended to abide by the consumer safeguards. Further, Fastrack and Triton submitted that, as a registered non-dominant carrier, Fastrack would agree to impose on its 900 service content provider customers content conditions similar to those imposed on the ILECs' customers in their tariffs.

24. Fastrack and Triton argued that there were significantly less onerous methods of ensuring compliance with the consumer safeguards for 900 service than requiring non-dominant carriers, such as Fastrack, to file tariffs. Fastrack and Triton submitted that, instead, the Commission could require competitive 900 service providers to enter an agreement with the LEC providing the 900 service call routing, and as such, the service content providers of the 900 service providers would be bound by the consumer safeguards. Fastrack and Triton submitted that the Commission could equally issue an order requiring compliance with the Commission's consumer safeguards for 900 service that could be supplemented by a registration requirement similar to the one currently applicable to competitive carriers and other specialized telecommunications service providers. Fastrack and Triton submitted that the second method was the best option as it would involve less regulatory intervention, would not require the development of specialized agreements, and would be directly enforceable by the Commission against the 900 service provider(s) in question.

25. MP Guidance agreed that all 900 service content providers should be bound by the same Commission rulings as all ILECs in Canada.

26. QMI stated that it had three concerns with MTS Allstream's application. First, QMI submitted that MTS Allstream had failed to draw a necessary distinction between consumer protection and economic regulation of new entrants and that the latter was in no way a prerequisite for the former. Second, QMI submitted that MTS Allstream's suggested method of ensuring compliance with consumer protections, which would involve imposing comprehensive incumbent legal agreements and tariffs on new entrants, would be unnecessarily burdensome and would risk stifling competition. Third, QMI submitted that MTS Allstream had not adequately addressed the issue of the competitive safeguards that would need to be put in place to ensure that ILECs would not use their power to withhold interconnection or the signing of BCS agreements as a means to devalue competitive 900 service provider offerings.

27. QMI argued that the Commission had a long history of clearly distinguishing between the desire to protect consumers and the need to impose economic regulation on new entrants. QMI submitted that there was no reason for the Commission to deviate from this model in the case of 900 service.

28. QMI also argued that to the extent that the Commission wished to subject competitive 900 service content providers to non-economic regulation, specifically with regard to consumer protection, a simpler and more effective approach would be for the Commission to issue, for public comment, an enumeration of all of the consumer safeguards it proposes for mandatory inclusion in service contracts between 900 service providers and their 900 service content provider clients. QMI submitted that this would allow competitive 900 service providers to innovate freely in all areas that fall outside the strict ambit of consumer protection.

29. MTS Allstream responded that the use of approved tariffs and associated agreements was working effectively for the ILECs to address 900 service call routing, billing and collection, and consumer safeguards and other consumer protections. MTS Allstream argued that the alternative methods proposed by QMI, Fastrack and Triton would neither be simple nor effective means of ensuring that competitive 900 service providers comply with the consumer safeguards. MTS Allstream submitted that the Commission did not have any direct oversight of the services offered by competitive carriers, and therefore, absent mandating compliance from all carriers, the Commission would have no ability to enforce adherence to the safeguards offered by a 900 service content provider carried on a non-ILEC network.

Commission's analysis and determinations

Requirement for all 900 service providers to abide by the consumer safeguards for 900 service

30. The Commission notes that Bell Canada et al., Fastrack and Triton, MTS Allstream, and MP Guidance each made statements supportive of all 900 service providers being required to abide by the consumer safeguards, while QMI did not specifically address this matter. The Commission further notes that in Decision 2005-19, it recently reviewed and implemented additional consumer safeguards for 900 service.

31. In order to provide protection for all consumers, the Commission determines that the consumer safeguards for 900 service should be of general application and cover all 900 service providers and 900 service content providers, as well as all relationships between 900 service content providers, 900 service providers, LECs, and clearing houses that involve 900 service.

Extension of consumer safeguards for 900 service to all 900 service providers

32. The Commission notes that MTS Allstream and Bell Canada et al. submitted that the Commission should impose on CLECs and IXCs the obligation to abide by the consumer safeguards for 900 service by means of filing tariffs and associated agreements.

33. However, the Commission notes that Fastrack and Triton and QMI disagreed with this aspect of MTS Allstream's application on the basis that this method would be unnecessarily burdensome and would risk stifling competition. The Commission further notes that Fastrack and Triton, and QMI proposed alternate methods, which in their views were simpler, more effective, and less onerous, of applying the consumer safeguards to competitive 900 service providers.

34. In *Forbearance – Services provided by non-dominant Canadian carriers*, Telecom Decision CRTC 95-19, 8 September 1995 (Decision 95-19), the Commission considered it appropriate to forbear from certain powers and duties related to most of the telecommunications services provided by IXCs. The Commission notes that 900 service offered on a competitive basis was not one of the services identified as being excluded from the determinations set out in Decision 95-19.

35. In Decision 95-19, the Commission further ruled that, pursuant to subsection 34(4) of the Act, to the extent that sections 25, 27, 29, and 31 of the Act were inconsistent with the determinations in Decision 95-19, those sections would not apply to the provision of the services in question by competitive carriers.

36. The Commission considers that imposing the obligation to file for approval tariffs and agreements on competitive 900 service providers would require the Commission to reverse its determinations in Decision 95-19 to forbear from sections 25 and 27 of the Act in regard to the provision of 900 service by competitive carriers. In addition, the Commission considers that imposing such a requirement would be unnecessarily burdensome and would risk stifling competition.

37. In Decision 95-19, the Commission retained the power to impose conditions under section 24 of the Act on the offering and provision of telecommunications services by competitive carriers. The Commission considers that imposing the consumer safeguards for 900 service by way of a section 24 condition would be a less onerous means of extending the consumer safeguards to competitive 900 service providers than requiring competitive 900 service providers to file tariffs.

38. In light of the above, the Commission **denies** MTS Allstream's request that the Commission require competitive carriers providing 900 service to do so in accordance with an approved tariff and agreements incorporating all of the Commission's mandated consumer safeguards and protection measures for 900 service.

39. Instead, pursuant to section 24 of the Act, the Commission imposes two additional section 24 conditions on non-dominant carriers. First, the Commission directs all competitive carriers that offer 900 service to abide by the same Commission-mandated consumer safeguards for 900 service as are applicable to Aliant Telecom, Bell Canada, MTS Allstream, SaskTel,

and TCC. Second, the Commission directs all competitive 900 service providers to include in all contracts or other arrangements with their 900 service content provider customers the requirement that the 900 service content providers abide by the same Commission-mandated consumer safeguards for 900 service as are applicable to Aliant Telecom, Bell Canada, MTS Allstream, SaskTel, and TCC.

40. The consumer safeguards for 900 service that are currently applicable to the ILECs are identified in Appendix A to this Decision.

Conditions to be included in carrier access tariffs and the CLEC Model Tariff

41. The Commission notes that, for an IXC to become a 900 service provider, it must establish network interconnection and call routing arrangements so that 900 calls from a LEC's subscribers to the IXC's 900 service telephone numbers are routed to the IXC.

42. The Commission notes that these network interconnection arrangements are made available by the ILECs pursuant to Commission-approved access services tariffs and interconnection agreements. To ensure that competitive 900 service providers abide by the consumer safeguards and to provide measures for effective enforcement, the Commission considers it appropriate, as a condition of network interconnection with the ILECs, to require competitive 900 service providers (and, in turn, their 900 service content provider customers) to abide by the 900 service consumer safeguards.

43. Accordingly, the Commission directs Aliant Telecom, Bell Canada, MTS Allstream, SaskTel, and TCC to file, by **5 September 2006**, modified access services tariffs that explicitly include the condition that carriers that establish network routing arrangements related to 900 calls must abide by the same Commission-mandated consumer safeguards for 900 service as are currently applicable to Aliant Telecom, Bell Canada, MTS Allstream, SaskTel, and TCC. The Commission also directs the ILECs to explicitly include in their tariffs the requirement that the carriers' 900 service content provider customers abide by these same Commission-mandated consumer safeguards.

44. The Commission notes that, in addition to establishing network interconnection arrangements with the ILECs, an IXC may establish network interconnection and call routing arrangements with a CLEC so that 900 calls from the CLEC's subscribers to the IXC's 900 telephone numbers are routed to the IXC.

45. Consistent with the approach set out above for network interconnection arrangements with the ILECs, the Commission considers it appropriate, as a condition of network interconnection with CLECs, to require competitive 900 service providers and their 900 service content provider customers to abide by the consumer safeguards for 900 service.

46. Accordingly, the Commission will modify, by **18 September 2006**, the CLEC Model Tariff to explicitly include the condition that carriers that establish network routing arrangements related to 900 calls must abide by the same Commission-mandated consumer safeguards for 900 service as are currently applicable to Aliant Telecom, Bell Canada, MTS Allstream, SaskTel, and TCC. The Commission will also modify the CLEC Model Tariff to explicitly require the 900 service providers to include in all contracts or other arrangements with their

900 service content provider customers the requirement that the 900 service content providers abide by these same Commission-mandated consumer safeguards. Further, the Commission directs all CLECs to file proposed modified tariffs within 30 days after the Commission has placed the modified CLEC Model Tariff on its website.

Bell Canada et al.'s application

47. Bell Canada et al. submitted that the IXC BCS agreement must be modified to ensure a coherent application of the principles underlying the tariffed 900 service regime. Bell Canada et al. submitted that modifications to the IXC BCS agreement would provide competitive 900 service providers with fair and reasonable access to the LECs' billing resources while protecting the LECs' brand and reputation and ensuring that all billing and collection for 900 service is consistent with the framework approved by the Commission for 900 services. Bell Canada et al. submitted that the remedies sought in their application would supplement, not replace, those sought in MTS Allstream's application.

48. Specifically, Bell Canada et al. requested that the Commission modify the IXC BCS agreement in order to

- restrict its application to only those 900 calls related to content satisfying the ARM content guidelines;
- allow for the termination of the IXC BCS agreement based on indirect indicators of non-compliance with the ARM content guidelines or the consumer safeguards; and
- prohibit its application to 900 calls associated with programs subject to billing under an ABA agreement.

49. Bell Canada et al. submitted that the IXC BCS agreement, in its current form, was not the appropriate vehicle for billing and collecting of 900 call charges. Bell Canada et al. indicated that 900 services were more burdensome to administer and more costly to support than typical toll services. Bell Canada et al. further indicated that 900 calls required the exchange of more call detail than typical toll calls and invoked a proportionately greater percentage of chargebacks due to the first-time waiver policy.

50. Bell Canada et al. argued that even if the ARM content guidelines were included in the BCS agreement, LECs would be forced to deal with the content provider through the IXC, which might have neither the interest nor the inclination to review, monitor, or enforce the ARM content guidelines or the consumer safeguards. Bell Canada et al. also argued that the burden of proof should not be on the LEC to demonstrate that it had received an unreasonable number of complaints, particularly given the nature of the content of the calls. Bell Canada et al. further argued that demonstrating a significant amount of non-compliance required a substantial amount of evidence, and this placed an unreasonable administrative and economic burden on LEC signatories to the IXC BCS agreement.

51. Bell Canada et al. submitted that, in 1992, the Commission clearly recognized that the ILECs should not be required to bill and collect for charges and bear the brunt of customer complaints for situations over which they have no control, particularly absent tariffed consumer safeguards. Bell Canada et al. also submitted that the Commission recently upheld this policy in Decision 2004-43.

52. Bell Canada et al. noted that, at the time of their application, the existing regulatory regime presented three different agreements governing how 900 calls could be billed–the ARM, ABA, and IXC BCS agreements:

- Under the ARM agreement, calls to a 900 service content provider that is a customer of an ILEC are billed by the ILEC, on the ILEC's bills, provided that these calls comply with the ARM content guidelines. Further, the ARM content guidelines do not allow billing for programs that, in the ILEC's reasonably held view, are determined to be inflammatory or contain demeaning portrayals, are thought to be actually or potentially fraudulent, deceptive, or misleading or are thought to be adult programming.

- Under the ABA agreement, a 900 service content provider that subscribes to an ILEC's 900 service can either bill for 900 service calls directly or contract out billing and collection to other organizations using call detail information provided by the ILEC. This is subject to the 900 service programs being lawful and in compliance with the consumer safeguards but not subject to content restrictions.

- Under the IXC BCS agreement, calls to a 900 service content provider can, upon request by IXCs, resellers, or clearinghouses, be billed by LECs.

53. Bell Canada et al. submitted that the entry of competitive, unregulated 900 service providers had highlighted the incompatibility of the IXC BCS agreement with the 900 service-specific billing agreements. Bell Canada et al. further submitted that problems had arisen in terms of both the ILECs' brand protection and the regulatory gaming and confusion generally related to the interaction of the various billing agreements for 900 service. Bell Canada et al. submitted that it had been their experience that the eligibility of 900 calls under the IXC BCS agreement, currently without the restrictions imposed by the ARM content guidelines and consumer safeguards, had resulted in significant customer dissatisfaction with 900 service.

54. In addition, Bell Canada et al. submitted that it would pose an inappropriate burden on them to perform ongoing 900 service program monitoring since the 900 service content providers were not their customers. Further, Bell Canada et al. submitted that 900 service providers should have the responsibility for monitoring programs of their 900 service content providers to ensure that the 900 service content providers comply with the requirements of the SP and ARM or ABA agreements.

55. Further, Bell Canada et al. provided an example illustrating the problem arising from the absence of the same content guidelines in the BCS agreement that are currently included in the ARM agreement. In particular, Bell Canada et al. noted that a 900 call made to access

adult material from a 900 service content provider that subscribes to a competitive IXC's 900 service, where the IXC had signed a BCS agreement with an ILEC, might require the ILEC to bill for the adult material call, which would have been unacceptable had the call been placed to a 900 service content provider that was a customer of the ILEC and that had signed an ARM agreement. Bell Canada et al. argued that the call charge would appear on the ILEC's bill because of the BCS agreement, even though it might have been ineligible under the ARM agreement. They noted that the BCS agreement did not allow the ILEC to reject charges associated with questionable content, so long as the content was not illegal.

Positions of parties

56. Fastrack and Triton noted that all LECs, excluding SaskTel, had agreed to perform billing and collection service pursuant to an addendum to the standard IXC BCS agreement. Fastrack and Triton also noted that, since MTS Allstream had filed its application, Fastrack had entered into an interim arrangement with MTS Allstream in which Fastrack had agreed to comply with both the consumer safeguards for 900 service and MTS Allstream's 900 program standards.

57. Fastrack and Triton submitted that competitive carriers should enforce the guidelines in the same way as the ILECs and should terminate their relationship with program providers, as the ILECs do, if the competitive carriers find the program providers to be in breach of the Commission's guidelines. Fastrack and Triton also submitted that ILECs should be able to terminate the addendum to the IXC BCS agreement relating to 900 calls but only if the competitive 900 service provider were found by the Commission to have failed to fulfill its obligations to monitor or enforce the consumer guidelines after complaints had been made and had been found to be corroborated.

58. Fastrack and Triton submitted that Bell Canada and TCC had already made the IXC BCS agreement subject to compliance with the Commission's consumer safeguards. Fastrack and Triton further submitted that since an IXC could face possible termination of the 900 service billing arrangement in the BCS agreement for breach of these terms, competing IXCs would have every incentive to ensure lawful compliance by their 900 service program providers.

59. Fastrack and Triton objected to Bell Canada et al.'s proposal to allow termination of the IXC BCS agreement based on indirect indicators of non-compliance with the ARM content guidelines or the consumer safeguards.

60. Fastrack and Triton submitted that IXCs that are 900 service providers must accept responsibility for compliance with the Commission's regulations. Further, Fastrack and Triton submitted that if any IXC were to fail in this requirement, the Commission, not the LEC, should determine whether sufficient grounds exist to eliminate 900 services from the IXC BCS agreement in question. Fastrack and Triton also submitted that eliminating 900 services from the IXC BCS agreement in question should only be done in cases where the IXC has been made aware of problems and has failed to act in accordance with the Commission's requirements. Fastrack and Triton also submitted that the elimination of 900 services from the IXC BCS agreement in question should not give rise to termination of other eligible services on the IXC BCS agreement.

61. Fastrack and Triton stated that Fastrack, acting as a 900 service provider, would agree to monitor compliance of content conditions on its 900 service program customers.

62. MP Guidance argued that, at the time of its submission, the BCS agreement and the related tariffs were working effectively for competitive 900 service providers as well as for incumbent 900 service providers in their billing arrangements through ILECs and CLECs in Canada. MP Guidance submitted that there was a BCS agreement in place, as well as a BCS technical guideline that provided the operational interface for the processing of messages and the settlement of traffic. MP Guidance also submitted that the BCS agreement and BCS technical guideline represented a collaboration of companies' views and that they reflected the positions on which everyone agreed. MP Guidance submitted that while MTS Allstream had put forth a suggestion that some 900 service content providers might want to bill customers directly, it is in the industry's best interest that the billing channel through ILEC and CLEC billing systems remain open as originally agreed in the BCS agreement.

63. MTS Allstream submitted that the modifications to the existing IXC BCS agreement proposed by Bell Canada et al. would help resolve some issues associated with the use of the IXC BCS agreement for 900 calls; however, MTS Allstream also submitted that processes would have to be developed to deal with monitoring non-compliance prior to the implementation of the modifications. MTS Allstream submitted that in order for the termination provisions to be effective, IXCs and LECs would need to establish uniform procedures for identifying and acting upon cases of non-compliance with the terms of the amended BCS agreement.

64. QMI submitted that 900 service competition cannot succeed unless all LECs agree to interconnect, either directly or through transiting arrangements, with all alternative 900 service providers and sign BCS agreements.

65. QMI stated that it saw the mandatory, universal offering of 900 billing and collection services by LECs to 900 service providers, by way of the standard IXC BCS agreement, as a pre-condition for viable competition in the 900 services market.

66. QMI submitted that it disagreed with Bell Canada et al.'s proposition that the IXC BCS agreement should be a vehicle for ensuring compliance with 900 service consumer safeguards. QMI submitted that consumer safeguards for 900 service should be expressly enumerated by the Commission for mandatory inclusion in service contracts between 900 service providers and their 900 service content provider clients. QMI further submitted that it would then be the job of each 900 service provider to ensure that its own 900 service content provider clients conformed with the safeguards.

67. QMI submitted that Bell Canada et al.'s concerns regarding brand and reputation were misplaced and unsupported by evidence. QMI further submitted that Bell Canada et al.'s proposed remedy would be unworkable and would open unacceptable opportunities for anti-competitive abuse.

68. QMI noted that, for years, CLECs have operated in precisely the environment the ILECs portrayed as a threat: an environment in which a CLEC has no contractual relationship with ILEC-supplied 900 service content providers, whose activities potentially affect the brand and

reputation of the CLEC. QMI submitted that ILEC enforcement of Commission-mandated consumer safeguards on ILEC 900 service content provider clients had created a situation in which, to its knowledge, other carriers' brands and reputations had been adequately protected. QMI further submitted that it saw no reason why the same result should not prevail in a context where CLECs (or IXCs) enforced Commission-mandated consumer safeguards on CLEC (or IXC) 900 service content provider clients.

69. QMI submitted its concern that the proposed sanction–outright cancellation of an alternative 900 service provider's IXC BCS agreement with the ILEC–would be massively disproportionate to the scope of the potential violations that it would be called upon to address. As an example, QMI submitted that under Bell Canada et al.'s proposal, where an alternative 900 service provider had hundreds of 900 service content provider clients, illicit action on the part of one of these 900 service content provider clients could result in ILEC billing and collection services being cut off to hundreds of others. QMI submitted that such an excessive remedy could not be justified, especially when one considers the anti-competitive implications of it being invoked by the incumbent provider that controls the overwhelming majority of local service billing relationships in its territory.

70. SaskTel submitted that its refusal to provide billing and collection services to Fastrack did not restrict Fastrack from billing for 900 service, nor did it restrain unduly the competitive provision of 900 service because of the availability of alternative billing arrangements.

71. Bell Canada et al. responded that parties were of varied views regarding the necessity to incorporate the consumer safeguards, including content safeguards, in the IXC BCS agreement, but all agreed that it was a necessary link in the chain of responsibility between the end-user and 900 service content provider. Bell Canada et al. submitted that, absent the contractual mandate to enforce the consumer safeguards in the IXC BCS agreement, the billing LECs would be unreasonably exposed to customer dissatisfaction.

72. Bell Canada et al. responded that there was a spectrum of enforcement measures available under the IXC BCS agreement to deal with non-compliance, including suspension of service or number blocking. Bell Canada et al. further submitted that prior to terminating billing, the enforcing party must provide advance notice and an opportunity to remedy the breach in question. Bell Canada et al. submitted that recurring unresolved customer complaints would provoke the termination of all 900 calls and, where deemed appropriate, full termination of IXC BCS agreement with the 900 service provider. Bell Canada et al. submitted, however, that full termination was a remedy of last resort.

73. Bell Canada et al. submitted that in Decision 2005-19, the Commission upheld the 900 service providers' right to terminate, without first seeking Commission approval, 900 service content programs when these were found to be in non-compliance with the consumer safeguards. Bell Canada et al. further submitted that failure by the competitive 900 service provider to terminate non-compliant programs should likewise occasion the appropriate processes under the IXC BCS agreement, with or without involving the Commission's resources.

74. Bell Canada et al. submitted that the billing and collection services provided by the LECs, while important for the local exchange market, were not essential to the 900 service competitive framework. Bell Canada et al. added that Aliant Telecom, Bell Canada, and

TCC provided fair and reasonable access to the IXC BCS agreement platform for 900 service under the condition that reasonable measures were taken to restrict its use and application to calls that would not induce unreasonable levels of customer complaints and/or damage the LEC's brand and reputation.

75. Bell Canada et al. noted that the existing BCS agreement could be terminated in the following situations: when a party is in breach of the agreement, laws, regulations, or tariffs; when in the biller's reasonable judgment, the provision of the billing and collection services has given rise to an unreasonable number of complaints; or when the chargebacks associated with a customer's accounts receivable have reached or exceeded 15 percent of that customer's total accounts receivable for a period of two consecutive months. Bell Canada et al. also argued that if competitive IXCs and their 900 service content customers accordingly became subject to the consumer safeguards, a LEC should be allowed to terminate the BCS agreement when, in its reasonable view, the consumer safeguards are not being upheld by either the competitive IXC that is a 900 service provider or its 900 service content customers.

76. Bell Canada et al. submitted that no specific language was submitted for consideration by the Commission with regard to a threshold for the termination of services under the IXC BCS agreement specific to 900 service calls, but they could undertake such an exercise if the Commission directed them to do so. Bell Canada et al. reiterated that specific 900 service complaint and chargeback thresholds were necessary to address issues before they became damaging to all parties.

Commission's analysis and determinations

The BCS agreement as a mechanism for billing of 900 calls

77. The Commission notes that the BCS agreement is used for, among other things, the billing of 900 calls and that its use for such purposes is consistent with the Commission's previous determinations with regard to LEC billing and collection services. However, the Commission considers that Bell Canada et al. have raised a significant concern regarding certain problems related to the billing of 900 calls.

78. The Commission notes that in Decision 2005-19 it was of the view that the consumer safeguards that were at that time only contained in the ARM agreement should apply to all 900 service content providers, regardless of the billing entity.

79. The Commission considers that restricting the use of the BCS agreement to only those 900 calls that are in compliance with the ILECs' current ARM content guidelines would be consistent with, and a logical extension of, the Commission's views in Decision 2005-19.

80. Consistent with its determinations on consumer safeguards for 900 service, the Commission considers that the content guidelines related to 900 service currently included in the ILECs' ARM agreements should also be included in the LECs' BCS agreements.

81. Accordingly, the Commission **approves** Bell Canada et al.'s request to modify the IXC BCS agreement to restrict its application, with regard to billing of 900 calls, to only those 900 calls that are in compliance with the current ARM content guidelines.

82. The content guidelines currently included in the ILECs' ARM agreements are identified in Appendix B to this Decision.

83. The Commission also considers it appropriate to modify the BCS agreement template to ensure that it incorporates the ARM content guidelines. Accordingly, the Commission requests that the Business Process Working Group (BPWG) of the CRTC Interconnection Steering Committee develop the wording to modify the BCS agreement template, by **3 October 2006**, to restrict its application, with regard to billing of 900 calls, to only those 900 calls that are in compliance with the current ARM content guidelines. The revised wording should be submitted for Commission approval.

84. The Commission directs all Canadian carriers that currently have BCS agreements in place to modify such agreements to ensure that they incorporate the ARM content guidelines, in accordance with the modifications adopted by the BPWG, once these are approved by the Commission.

Monitoring and compliance

85. The Commission notes that it has above, among other things, imposed additional section 24 conditions on the competitive 900 service providers and their 900 service content provider customers. The Commission also notes that Bell Canada et al. raised the issue of how such requirements should be monitored and enforced.

86. The Commission notes that Bell Canada et al. indicated that they, and by extension the Commission, had borne the brunt of subscriber complaints related to 900 service billing disputes because of current BCS arrangements, which require 900 service charges to be included on Bell Canada et al.'s customers' bills.

87. The Commission notes that the current situation is that customer complaints are sometimes addressed by a party (such as an ILEC) that has only provided billing services, rather than by the service provider that has provided the 900 number to the 900 service content provider.

88. The Commission considers that it would be preferable and more appropriate for 900 service providers to address customer complaints related to calls to their own 900 numbers.

89. The Commission notes that there are provisions in place that permit a LEC to completely terminate a BCS agreement for non-compliance with its terms. However, the Commission considers that it would not be appropriate for LECs to completely terminate a BCS agreement for non-compliance with 900 service consumer safeguards or the content guidelines, as a BCS agreement can also be used for other purposes, such as for billing long-distance calls. The Commission notes that at this time there is no mechanism to address the specific matter of non-compliance with only the 900 service consumer safeguards or the content guidelines.

90. The Commission considers that LECs should be able to refuse to bill and collect for only 900 calls when the Commission's 900 service consumer safeguards or content guidelines are not upheld by a 900 service provider or its 900 service content provider customer. However, the Commission considers that the record of this proceeding has not provided sufficient information with regard to the development of a threshold for termination of services under

the IXC BCS agreement specific to 900 service calls. As such, the Commission considers that the BPWG would be the appropriate forum for Bell Canada et al. to make a proposal for industry consideration and discussion.

91. Accordingly, the Commission **approves** Bell Canada et al.'s request to allow for the termination of the IXC BCS agreement, with regard to billing of 900 calls, based on indirect indicators of non-compliance with the ARM content guidelines or the consumer safeguards, effective on the Commission's approval of follow-up recommendations from the BPWG requested in paragraph 92 below.

92. The Commission also requests that the BPWG address the development of a threshold for termination of services under the IXC BCS agreement, specific to 900 service calls, for non-compliance with the ARM content guidelines or consumer safeguards. Further, the Commission requests that the BPWG submit a report, by **2 November 2006**, with a summary of the discussions and recommendations for the Commission's approval.

Requirement to enter BCS agreements for 900 calls billed via ABA agreements

93. The Commission notes that, in addition to the above, Bell Canada et al. requested that they not be required to enter into BCS agreements for 900 calls for which the billing is associated with ABA agreements.

94. The Commission notes that in this Decision it has already implemented a significant number of measures in this regard, including

- requiring competitive carriers that offer 900 services, as a section 24 condition, to abide by the approved consumer safeguards for 900 services;
- imposing, as a section 24 condition, the obligation that all competitive carriers offering 900 services include in all arrangements with 900 service content providers the requirement that their 900 service content provider customers abide by the approved safeguards for 900 services;
- directing the ILECs and CLECs to modify their access services tariffs and undertaking to modify the CLEC Model Tariff to include the condition that carriers establishing network routing arrangements related to 900 calls must abide by the approved consumer safeguards for 900 service and directing CLECs to file revised tariff pages;
- restricting the use of the BCS agreement to only those 900 calls that are in compliance with the ILECs' current ARM content guidelines; this determination leaves 900 service content providers able to bill via ABA agreements; and
- approving Bell Canada et al.'s request to allow for the termination of the IXC BCS agreement, with regard to billing of 900 calls, based on a threshold of non-compliance with the ARM content guidelines or the consumer safeguards to be developed by the BPWG.

95. In light of the above, the Commission considers that further restrictions with regard to the BCS agreement are not required and would negatively impact competition.

96. Accordingly, the Commission **denies** Bell Canada et al.'s request to prohibit the application of the IXC BCS agreement for billing of 900 calls associated with programs subject to billing under an ABA agreement.

Other matters

97. The Commission notes that Fastrack and Triton submitted they had already entered into agreements with a significant number of independent telephone companies.

98. In light of the Commission's determination above that the consumer safeguards for 900 service should be of general application and cover all 900 service providers and 900 service content providers, the Commission directs Société en commandite Télébec and the small ILECs (collectively, the companies) to show cause as to why the measures taken above should not apply to the companies and to make recommendations as to how the measures should be implemented, if applicable, in their respective cases.

99. The Commission directs that the companies are to respond, serving a copy on the parties to this proceeding, by **3 October 2006**; other parties may comment, serving a copy on the companies, by **3 November 2006**, and the companies are to provide their reply comments, serving a copy on parties that commented on the companies' responses, by **13 November 2006**.

Secretary General

The consumer safeguards established by the Commission with regard to the ILECs' 900 service are as follows:

- **Preamble:** A preamble is required for all 900 calls, including those with a flat rate of $3.00 or less, unless a repeat caller voluntarily disables the preamble (although such bypass must be disabled for 30 days following any price increase).

  The preamble is the information, up to three minutes in length, provided by 900 content providers to callers at the beginning of each call to a 900 service program and before any program charges accrue. It provides callers with a description of the program, the charges and the name of the service provider. Callers can hang up and not incur any charges during the delivery of the preamble. The preamble must describe any alternate ways to enter into a sweepstake or a game of chance that do not involve calling a 900 number, to help callers avoid unnecessary 900 charges.

  A text preamble is required if the 900 service program operates using the Internet. In addition, if the program is intended for callers under 18 years of age, the preamble will inform them that they require parental permission. When a service provider bills using ABA, the preamble must identify the billing party and inform callers that the charges will not appear on the ILEC's telephone bill.

  The definition of preamble in the ILECs' agreements must state that, for Internet-based 900 service applications, the preamble text in the dialogue box must be limited to a short, accurate and clear message; be easily legible (i.e. avoid unnecessary use of block and capital letters and no narrow spacing or faint print); use plain language (i.e. no uncommon words or phrasing); use 12-point font size; be displayed to the Internet user before the transfer occurs; and clearly indicate that by clicking on the "I Agree" box, or by otherwise clearly indicating their explicit consent, Internet users are agreeing to be charged for accessing a 900 service program.

  The definition of preamble must state that (i) all possible rates and charges must be disclosed, including flat fees, per minute rates, minimum or maximum charges, and all of the different rates that may apply to various portions of a 900 service program; and (ii) if a 900 service call is transferred to another pay-per-call service, other charges will apply.

  The SP agreement is to include a statement that the preamble should be prominent, clearly understandable and appropriate to the media used to present the program. For multimedia programs, the preamble must be provided in both an audio and a graphic format. The preamble must state the charge of the call, a description of the program and the name of the service provider.

  The ABA agreement is to include a statement that the preamble shall clearly indicate that the charges for the call will not appear on the caller's phone bill; that the caller will be separately billed for the call; the name of entity that will be billing for the call; and that the ILECs may deliver personal information relating to the caller for the sole purpose of billing the call.

- **Protection of personal privacy:** The SP agreement specifies the principles for the protection of personal privacy as they apply to all 900 content providers and all 900 service providers. This ensures that the 900 content provider will respect the privacy of the caller.

- **Maximum charge provisions:** Maximum charge provisions are to apply to all 900 content providers and are to be set out in the SP agreement. These provisions establish the maximum amount a caller will be charged per call (in some cases, there are also limits on the amount that can be charged per minute). There is no cap on the total amount of charges from a given 900 service program that a specific caller can accrue through multiple calls.

- **Waiver of reasonably disputed charges:** For first-time disputes, the ILECs are to waive all caller charges to 900 service programs that are reasonably disputed and pertain to calls made before the caller has had an opportunity to avail himself/herself of call blocking for 900 service. 900 content providers are prohibited from making any attempt to collect the waived charges. The waived charges were absorbed by the 900 service provider by means of a debit to its account. The term "chargeback" means call charges that are waived by the ILECs and absorbed by the 900 content provider. For subsequent disputes, the ILECs would waive any unpaid charges, but would provide relevant call detail information to the 900 content provider, which could choose to pursue debt collection.

  The SP agreement is to require that a 900 content provider waives all caller charges that are reasonably disputed and pertain to charges made before a caller has had the opportunity to initiate call blocking for 900 service and state that where a caller disputes 900 charges, the 900 content provider will provide information about the availability of call blocking service.

- **Call blocking:** Call blocking is available to all telephone customers who wish to restrict access from their telephone lines to 900 service numbers. The ILECs must initiate 900 call blocking at no charge. A maximum charge of $10.00 is allowed for subsequent requests to terminate or add call blocking.

- **Telephone number for inquiries:** The 900 content provider must provide a toll-free number where it can be reached and where a caller could discuss issues pertinent to its 900 service program. Callers could try to resolve issues with the content service provider prior to complaining to the ILECs or to the Commission.

- **Consideration to claim prize:** The ILECs are not to approve a 900 service program where payment by a caller is required to claim a prize or obtain information about a prize.

- **Municipal, provincial and federal laws:** 900 content providers must agree to abide by all municipal, provincial and federal laws.

- **Fraud:** The ILECs will not purchase the accounts receivable of 900 content providers under the ARM agreement if, in the ILECs' reasonable opinion, the 900 service programs are or could potentially be fraudulent, deceptive or misleading.

- **Notice of ABA billing:** The SP agreement specifies that the 900 content provider, in its advertising and other communications, must inform callers of the identity of the billing party and that the charges will not appear on the ILEC's telephone bill.

  The ABA agreement further requires that this information be included in the preamble, as noted above, so callers will know in advance that they will receive a bill directly from a 900 content provider.

- **High-Cap Psychic Line (HCPL) programs:** 900 content providers are prohibited from contacting callers to solicit their business for future HCPL programs. Based on complaints from callers, the ILECs could ultimately terminate billing and disconnect the 900 number associated with a 900 content provider's program in the event of non-compliance. The maximum per minute charge for HCPL programs is $6.00, and the maximum per call charge for these 900 programs is $100.00.

- **Customer bill:** The SP agreement is to require that, for each 900 service call, the bill is to set out the date, start time, duration, 900 number called, description of 900 program called, total charge for the call before taxes, and the total of all 900 service charges before taxes.

- **Long holding times:** The SP agreement prohibits 900 programs that use repetitive scripts, long holding periods, extraneous verbiage or long downloading procedures as a means of prolonging the call.

- **Linking toll-free and 900 numbers:** The SP agreement explicitly states that the following practices are prohibited with respect to linking toll-free and 900 numbers: using toll-free numbers for pay-per-call services, unless the caller has a pre-existing agreement with the company or the call is charged to a credit card; connecting callers directly from a toll-free number to a 900 number; and collecting callbacks by 900 content providers where the customer has dialled a toll-free number first.

- **Credit information:** The ILECs will not purchase the accounts receivable of service providers for 900 service programs that provide information about obtaining credit, loans, or credit cards, or improving one's credit record, credit history or credit rating.

- **Maximum chargeback levels:** If chargebacks attain a certain level as a percentage of total billing for a specific 900 service program, for a given period of time (i.e. three consecutive months), the ILECs will terminate the program.

- **Adult programming:** The ILECs will not purchase the accounts receivable of service providers for 900 service programs which offer sexual stimulation or arousal themes.

- **Employment information:** The ILECs will not purchase the accounts receivable of 900 content providers for accounts which focus on offering information on generic employment descriptions or how to obtain employment.

- **Advertising information requirements:** Each service provider's advertisement, publication or other communication containing a program number, other than a telephone directory listing, must contain an appropriate clearly understandable statement specifying the charges that a caller will incur for each call to that program number.

  Where a program number is included in a telephone directory listing, it must appear, with the name of the program, immediately following the service provider's name and primary telephone directory listing.

  Where a program number is included in a telephone directory listing or a telephone directory advertising listing, it must appear with the words "charges to caller apply as explained on call" or «les frais facturés à l'appelant sont expliqués en début d'appel», as applicable.

  Where a program is being billed under an ABA agreement, each service provider's advertisement, publication or other communication containing a program number (other than a telephone directory listing) or Uniform Resource Locator (URL) related to a 900 program, must contain an appropriately understandable statement specifying; that the charges for the call will not appear on the caller's phone bill; that the caller will be separately billed for the call; the name of entity that will be billing for the call; and that the ILECs may deliver personal information relating to the caller for the sole purpose of billing the call.

- **Public awareness program:** The requirement that the ILECs provide the following on their websites and in annual billing inserts to all customers beginning September 2005 and every September thereafter: a reminder that parents should caution their children not to call 900 numbers without permission; a reminder that 900 services and long distance area codes beginning with an '8' are provided for a charge to consumers, unlike toll-free services; information about the availability of call blocking; and a statement that consumers may contact the Commission to seek resolution of the dispute in the event of an unresolved dispute with a 900 content provider or a 900 service carrier. The Commission directed the ILECs to use clear and concise language with a text of at least 12-point font size in the billing insert and on their websites, and to provide the annual insert in electronic format to customers who are billed via the Internet using the same clear, concise language and 12-point font size. The ILECs are to file copies of the proposed billing inserts for the Commission's information at least 90 days before they are sent out to customers.

The current ILEC ARM agreement stipulates that the ILECs will not purchase the accounts receivable of a 900 content provider for the following type of programs:

1) Any program which may include the provision of services or value other than during the course of a telephone call, unless the program is assigned to a business/government exchange pursuant to Article 2.4 of the ARM agreement.

2) Any program which is contrary to municipal, provincial or federal laws and regulations.

3) Any program that, in an ILEC's reasonably held view, is determined to be inflammatory or containing demeaning portrayals on the basis of race, religion, political affiliation, ethnic group, gender, sexual preference, age, sex or handicap.

4) Any program that, in an ILEC's reasonably held view, is thought to be actually or potentially fraudulent, deceptive or misleading, including without limitation, those with respect to prizes or benefits offered by, through or in connection with the program or the 900 content provider.

5) Any program that, in the ILEC's reasonably held view, is thought to be adult programming whether recorded or live. Adult programming is defined as any program which explicitly or implicitly offers or is intended to offer sexual stimulation or arousal whether or not it actually does so.

6) Any usage sensitive program that uses repetitive scripts, long holding periods, extraneous verbiage or long downloading procedures as a means to prolong the call.

7) Games of chance for profit where the delivery of a prize or other benefit to the participant or caller is or is represented to be conditional on the payment of any amount by the participant or caller through a 900 program charge.

8) Any program which offers group access bridging or chat lines. These lines are defined as programs that randomly connect two or more callers.

9) Any program for personal messages, date lines, voice mailboxes or one-on-one lines that do not meet the following requirement:

   For programs which involve the leaving of personal messages, the 900 content provider shall review all messages to ensure that the information contained in the message is in compliance with the program content guidelines.

10) Any program that is wholly or partly for the purchase of merchandise or publications where the charge for the call includes the charge for the merchandise ordered.

11) Any program which relates to or offers information about obtaining credit, loans, or credit cards or improving one's credit record, credit history or credit rating.

12) Any program offering information on generic employment descriptions or how to get employment.