

## Code of Practice for Entities of Ecosystem (CoP-Entities)

### **A. Foreword:**

- I. This Code of Practice (CoP) is formulated to comply with TRAI's The Telecom Commercial Communications Customer Preference Regulations, 2018 (6 of 2018) ('TCCCP Regulations 2018').
- II. This CoP deals with various Entities involved in performing various functions as required under the said regulation, and prescribes the functions to be performed by them. It also provides for the process for header registration.
- III. For avoidance of doubt, in case of any difference between texts, the text set out in the TCCCP Regulations, 2018 shall take precedence. In case of any confusion in interpretation or clarification needed, the clarifications thus provided by Vodafone Idea Limited (VIL) shall be final and binding.
- IV. The CoP will take effect from the date mentioned in Section-I Effective Date. It's technical and system solutioning and implementation will start post said Effective Date and its timelines would be as per the Section I.
- V. Any modification to this CoP would be well within the right of VIL, with no liability of any financial claim or damages or any other adverse action, subject to suitable information of such changes being provided to concern Entities.



## **B. Sections**

- I. Effective Date**
- II. Scope**
- III. Appointment of Entities**
- IV. Types of Entity registration and their Functions**
- V. Network/System functioning Conditions**
- VI. Consequence management**
- VII. Information handover over DLT to Entities and/or other TSPs**
- VIII. Migration of Existing Information / Processes**
- IX. Amendment to CoP**
- X. Publication of CoP**
- XI. Definitions**
- XII. Version History**



## Section I. Effective Date

1. Being a huge change in the entire chain of ecosystem (i.e. system, business processes and functions to be performed by associated parties), there is a need for seeking guidance of the TRAI on first version of this CoP, before solutioning the architecture, its development and deployment.
2. As per Regulation, TRAI can direct TSPs to make changes in CoP post its submission. This CoP being first of its kind involving huge change in ecosystem and development, it is fair at VIL end to wait for TRAI's inputs before further steps are taken towards its implementation. Therefore, this CoP will be effective after 15 days from the date of submission to TRAI ("CoP Effective Date"). In case of any observations from TRAI within such 15 days, this CoP will be effective once such observations are addressed by VIL and agreed with TRAI.
3. The solutioning of architecture, processes, its development and deployment activities will start after CoP Effective Date as per point no 2 above.
4. The estimated timelines for point no 3, is at least 6 months (on best effort basis) post CoP Effective Date(except Migration of existing, wherever applicable), though it would be subject to Vendor finalization, Solutioning & actual requirements emanating from finalized CoP and hence subject to review subsequently.
5. Migration of existing information, Entities, Telecom resources, Headers, consent etc. is a mammoth activity and would depend on finalized and approved CoP and system/processes being put in place. For effective implementation without causing any inconvenience to customers and/or disruption of business of Telemarketers and Principal Entities, it is envisaged that migration should be started only once system and processes are implemented and stabilized.
6. The effectiveness of new ecosystem and processes would depend on its concurrent deployment by all TSPs on a common date. In case, any TSP continues to work on earlier ecosystem and processes, it would give unfair advantage to the said TSP while dis-incentivising the other TSP(s) who would develop the new system and processes earlier.

## Section II. Scope

The Scope of this CoP is to:

1. Comply with the TCCCP Regulation, 2018.
2. Effective control of Unsolicited Commercial Communication.
3. Provide for appointment of various Entities (internally within VIL or delegated to a partner entity) who would perform the respective functions assigned as per TCCCP Regulation and/or this CoP and reduce regulatory burden on VIL as mentioned in Clause 11.6.2 of Explanatory Memorandum to TRAI's TCCCP Regulations, 2018.



4. Cover process for registration of 'Sender(s)' (i.e. Principal Entities or Content Providers) and their obligations, who will be assigned and allocated the headers (SMS or voice CLIs), Consent Template, Consent acquisition, Content Template, Content Verification and Scrubbing etc.
5. Provide Network system functioning conditions including SLAs and architecture.
6. Provide minimum set of information which will be put on DLT system for sharing with different Entities and in between TSPs.

### **Section III: Appointment of Entities**

1. VIL, through wireless network or through wireline network, at its sole discretion, may choose to perform the functions of an Entity(s) by its own or may also choose to delegate the same to a third party or a combination of both. However, commercial communication message like any SMS or other message can be originated and sent only by an Access Provider either through its wireless network or wireline network as per its discretion.
2. At its own discretion, VIL may choose to provide right of sub-delegation to the Primary 3<sup>rd</sup> party to whom functions have been delegated as per this CoP. The Primary 3<sup>rd</sup> Party will need to take approval of VIL for sub-delegating any functions to the Secondary 3<sup>rd</sup> Party before appointment of said Secondary 3<sup>rd</sup> Party. This should be followed by confirmation of appointment of said Secondary 3<sup>rd</sup> Party, to be provided by Primary 3<sup>rd</sup> Party to VIL within 3 calendar days of appointment.
3. If delegated to a third party:
  - a. VIL will have proper authorization of such Legal entity through legal agreements, which should at least contain strict conditions for safety, security and confidentiality of the information being made available over the DLT system.
  - b. VIL may check that the third party is not an individual but, a reputed legal entity (i.e. public or private listed company or proprietorship firm, as per Indian laws).
  - c. VIL may choose to appoint one third party for performing the functions of various Entities, or may choose multiple third parties to perform different activities or may choose multiple third parties for an individual activity.

### **Section IV: Types of Entities Registration and their functions:**

There are seven types of Entities which are to be appointed by VIL, either to be done within organization or for delegation to a third party, for performing the functions as per TRAI TCCCP Regulation, 2018. The functions and process steps to be followed by such Entities are given as follows:

#### **1. Header Registrar (Entity – HR)**

##### **A. Broad Functions:**

- a) establish and maintain header register as distributed ledger to keep headers, in a secure and safe manner, and make accessible relevant information for identifying the assignee at the time of request to carry out various functions, e.g. scrubbing function from the registered telemarketers for scrubbing, delivery function from telemarketer;
- b) carry out Header Registration Function;
- c) keep record of headers throughout its lifecycle, i.e. free for assignment, assigned to an entity, withdrawn, surrendered, re-assigned etc.;
- d) keep record of header(s), header root(s) reserved for specific purpose;
- e) synchronize records, in real time, among all header ledgers available with participating nodes in Header Registration Functionality in an immutable and non-repudiable manner;
- f) maintain with minimum performance requirements as specified;
- g) perform any other function and keep relevant details required for carrying out pre and post checks for regulatory compliance;

**B. Process steps to be followed:**

- a) Assign header or Header root for SMS via Header Registration Functionality, on its own or through its agents, as per allocation and assignment principles and policies, to facilitate content provider or principal entity to get new headers;

**Process for Allocation and Assignment Principles and policies:**

- i. Total length of a SMS Header is 11 alphabets or numbers or alphanumeric. First three characters or last three characters will be fixed as: First being an alphabet as indicator of TSP name, Second being an alphabet as indicator of licensed service area name and Third being an alphabet as indicator of whether purpose of SMS intended to be pushed is promotional or service or transactional or Government (i.e. 'P' or 'S' or 'T' or 'G'), followed by a hyphen '-'. Rest 7 characters or numbers are free and can be used for assignment. Such indicators can be used as prefix or suffix as per discretion of originating TSP.
- ii. VIL will aim to develop a solution whereby it is possible to identify licensee name and/or category of message (promotional /service /transactional /Government) and/or licensed service area, without using the respective indicators in the headers of Originating SMS. This may require mutual consensus with other TSP(s) including but not limited to commercial consideration. This will help the subscribers to know the principal entities and give more flexibility to principal entities while the identification for compliance and billing purposes can be based on the information available otherwise in the system.
- iii. Sender will not have right or ownership on the header(s) allocated. In case of any dispute or otherwise, under pure discretion of VIL, the assignment of header(s) can

be revoked, with or without notice. VIL under its discretion, can disallow allocation of any specific headers as well.

- iv. The assignment of header(s) will be subject to the commercial terms as prescribed by VIL.
- v. The Sender registration and/or headers assignment will be done by VIL for its own resources, as per the process prescribed herein.
- vi. For the messages categorised under Promotional and Service categories, a charge upto Rs. 0.05 per SMS can be charged by the Terminating Access provider (TAP) from the Originating Access Provider (OAP). This charge is over and above the normal SMS Termination charge (Presently, Rs. 0.02 per SMS).
- vii. The definition of Promotional, Service and Transactional message would be as per TCCCP Regulation, 2018. For the purpose of clear understanding, it is to be noted that Transactional SMS would be only those OTP messages that are related to banking transactions (only Scheduled Banks) pertaining to buying or selling of any goods or services and are directly required for completing the said banking transaction. Sample illustrations differentiating transactional, service & promotional messages are as follows:

**Illustrations:**

**1. Customer doing Banking transaction (like payment through credit/debit card at a Merchant location, Net Banking transaction)**

- Transactional Message: OTP message required for completing such Net-banking transaction
- Service Message (inferred consent): Confirmation messages of a Net-banking transaction.
- Transactional Message: OTP message required for completing credit/debit card transaction at a Merchant location.
- Service Message (inferred consent): Confirmation messages of such credit/debit transaction.

**2. Customer purchasing product from E-Commerce Mobile app/website**

- Transactional Message: Customer makes the payment through Net-Banking over E-Commerce website/mobile app and an OTP is sent to complete the transaction.
- Service Message (inferred consent): Product purchase confirmation, delivery status.
- Service Message: (inferred consent): Customer makes the payment through Payment Wallet over E-Commerce website/mobile app and an OTP is sent to complete the transaction.

**3. Sample Service messages with no promotional content (Inferred consent)**

**a. Banking**

- Account statement alerts
- Balance in Account :XXXXXXXXXXYYYY is -8046.15,
- Dear SBI Cardholder, your current available limit is Rs.7,017.81. Pls call us at 18601801290/39020202 for information on credit limit.
- SB/CA AccountXXXXXXXXXXyyyy has gone below minimum balance requirement on 24/01/2017. Total Avail.bal INR 223.09. Minimum Balance Information Msg
- Dear Customer, We have upgraded UPI, Kindly Reset/generate your UPI pin by entering ATM card details first. Inconvenience regretted.
- Bank will NEVER telephone you to verify this password. Password for Upgrade Access Level is: 94743003. Do not give it to anyone.

**b. E-Commerce and Logistics**

- We are delighted to inform you that Order No.HKA-29896-11700985 has been delivered.
- Dear Customer, ur Order was returned to us undelivered. Ur 1 Yr Free Shipping subscription is cancelled. Subscribe again to avail benefits.T&C
- Your order from <Name of Brand> with Blue Dart Awb# 69630540954 is undelivered due to address related issues.Please call 1860 233 1234 from 9am-9pm Mon-Sat.
- Exchange order undelivered: We were unable to deliver your exchange order for <Name of product>... We will attempt again.

**c. Others:**

- "Dear Customer, Power Supply in your area may get interrupted between 10AM-6PM on 10-10-2018 due to Maintenance shutdown. Inconvenience is regretted. Team BRPL"
- "Your SIP Purchase in Folio \_\_\_\_\_ under HDFC Hybrid Equity Fund-Dir-Growth for Rs. 4000.00 has been processed at the NAV of \_\_\_\_\_ for \_\_\_\_\_ units (with applicable load, if any)"
- Dear 6E Customer - Get online or get in line. Web check-in now. Just carry a print of your boarding pass and drop your bags at bag drop counters or proceed straight to gates.
- Your Bus has been delayed by 44 minutes in departure, and may cause delay in arrival. Inconvenience is highly regretted.
- Sorry. Your ride with CRN 2346066642 has been cancelled. We apologize for the inconvenience.
- Hi, your Health Quote 201701175954 will end tomorrow. Visit <website> to buy now or call on <Number>
- <Institute Name> RC DELHI-3 Dear NEHA, You are requested to visit <Institute Name> Regional Centre, Dwarka from 24th to 25th Jan, 2017 to collect your study material (Jan Session, 2017) for MCOM2 Prog. Kindly bring your original student Identity Card with you.
- NOTICE Dear Parents, It is for your kind information that educational tour of GNPS is planned to move on 11th October 2018 at 16:00 hours (4 PM)
- The cheque/ECS/NACH of Rs. 25007.00 deposited under loan no. 610600001353 is bounced. Kindly make the payment immediately. Ignore if already paid.



- <Brand name> Alert Loan application of <Name of customer> has been sanctioned. Regards, <Brand Name>
- OTP for Home Credit loan application is 847871. Please enter the same to complete your transaction. Do not share OTP with anyone for security reasons.
- Your loan application no SF86372542 has been approved. Amount will be disbursed in 48 working hours post submission of all documents. Regards, <Brand Name>
- Your <Name of brand> credit card has been dispatched by Blue dart courier AWB no \_\_\_\_\_. You can track on www.xxxxx.com or contact customer care number yyyyyyyyyyy. For more details please visit our website www.abcabc.com or contact to our toll free number \_\_\_\_\_
- Dear Customer, recharge your <D2H service provider> d2h id abcabcabc before or on 02-Aug-18 to enjoy uninterrupted services.

**4. Sample Service /Promotional Messages with promotional Content (Service messages with Explicit Consent or Promotional messages to unblocked customers over DND list):**

- Download the Goibibo App, SignUp & Get ready to Earn loads of goCash+ & Save Big on your Travel Bookings <https://go.ibi.bo/d/BciwOpgE3Q>
- Book Ads In <Brand Name> at lowest cost. Visit abcabc.com or call xxxxxxxxxx. More Than 5 Lakh Happy Customers Served. Use code xyzxyz for 10% off
- You started a consult with DocsApp but didn't go through with it. Use COUPON CODE 31OFF to get FLAT 31% OFF on your consult - EXPIRES TODAY <http://nmc.sg/iQ5uVg>
- Hey Eldho Jacob. Want to buy the medicines that Dr. abcabc prescribed? Order on xyzApp to get upto 20% Off and Free home delivery. Click <http://do>
- Make this festive season even more special with No mkg on Diamond Jwly, Rs.225/gm mkg on gold jwly& 10% off on Jadau jwly only@<brand name>.T&C
- Lunch @ 60% off is bae! Use code TREAT60. Max discount Rs.80. Valid till 4 pm on the <Brand name> app. Order Now! Click Here --> [goo.gl/](http://goo.gl/)

- For the purposes of sending messages to its own subscribers, VIL will not need to undergo registration process under this CoP. As the connection by itself is part of service opted by customer, VIL can send Service and Transactional messages to its own customers without seeking separate consent. For the purposes of sending promotional messages to its own customers, VIL would have to ensure scrubbing of preference register.
- Carry out pre-verifications of documents and credentials submitted by an individual, business entity or legal entity requesting for assigning of the header;

**Process for Pre-verification Checks and request for assignment of header:**

- The Sender has to submit request for registration by filling up a simple Universal application form, mention the header(s), header root required and enclose copy of KYC documents (for both sender entity and its Authorised signatory) and authorisation letter from the said Principal Entity/Content provider, in the format prescribed.



- a) In case of individual, the authorised signatory and authorisation letter will not apply.
  - b) In case of Government agencies approaching directly Entity-HR, the KYC documents will not apply. In case a Registered Telemarketer (RTM) with VIL, approaches on behalf of Government agencies then, an undertaking would have to be furnished by said RTM that the header will be used for said Government agencies SMS only. It is to be noted said header will be registered in name of Government agency. In case of Central & State Government, bodies established under Constitution, TRAI (if it directs), and any agency authorized by TRAI, the TAP will not bill to OAP Service SMS charge of Rs.0.05/- SMS. However, the SMS termination charge as defined under TRAI Regulation would continue to apply (presently @ Rs. 0.02/- SMS).
- ii. The applicant should also declare purpose of sending the SMS through such header(s).
  - iii. If the declared purpose is of sending stock related tips etc., further authentication steps as mentioned in sub-point d) below should be followed. If the declared purpose is for sending messages on behalf of Union or State Government or institutions, autonomous bodies established under constitution or any statute, further authentication steps as mentioned in sub-point e) to be followed.
  - vi. VIL/Entity-HR to aim for providing digital modes also for collection of this information and registration of Sender(s) and/or Header(s), for a seamless experience and faster processing.
  - iv. Check that the header(s) should be related to company name or initial alphabets of the words in the company name or the business/sector to which company belongs to or the brand name such Sender holds. In case the header does not fall into any of these categories, the Entity-HR to check whether the header can have a correlation with any of the Government entities/projects, well known brands, corporates etc. as defined in the list at Annexure\_\_\_ (to be subsequently defined and made part of this CoP). If there is no correlation with the list, then the request can be taken forward else to be declined.
  - v. Entity-HR should maintain a list of financial institutions like Banks, Mutual fund houses, Insurance companies, Payment Banks etc. Header(s) requirements from such institutions should have another step of checking with the said institutions through a separate communication.
  - vi. A Registered Telemarketer can also approach Entity-HR for registration of headers for its end clients. In such case, the registered Telemarketer would need to provide all related details and documents of Sender/Principal Entity including letter of Authorization from such Sender/Principal Entities. For all such cases, the Registered Telemarketer will be responsible and liable for fulfilling the obligations of such Sender/Principal Entity including, but not limited to, payment of security deposit, penalties etc.

- c) Bind with a mobile device and mobile number(s), in a secure and safe manner, which shall be used subsequently on regular intervals for logins to the sessions by the header assignee;

**Process to bind mobile device and its role:**

- i. Upon written approval from VIL, Entity-HR should also aim to launch a mobile app/website or any other mode, enabling Sender(s) to login securely and safely for using different services which VIL may choose to provide through such mode. The mobile app should have authentication based on the registered mobile number and/or email id of the Sender. VIL to also aim for other features of binding a mobile number to the resources provided to a Telemarketer/Sender, to ensure authentication through said mobile number before login to a session.
- d) Carry out additional authentications in case of a request for headers to be issued to SEBI registered brokers or other entities specified by Authority by directions, orders or instructions issued from time to time;

**Process for Additional Authentications – SEBI related**

- i. No header should be used for sending any SMS related to investment advice or tip, unless it has gone authentication as provided for in this step. All Sender(s) should confirm if the header being sought for allocation, is to be used for sending any SMS relating to investment advice or tip. If yes, then following steps to be followed:
- ii. The Sender should be a SEBI registered investment advisor or broker or sub broker or portfolio manager or merchant banker, and should provide its SEBI registration document. The Entity-HR should cross-check the same with the SEBI website. In case details do not match, header registration request to be declined.
- e) carry out additional authentications in case of a request for headers to be issued to government entities, corporate(s) or well-known brands, including specific directions, orders or instructions, if any, issued from time to time by the Authority;

**Additional Authentications – Government entities, corporate/well-known brands:**

- i. Entity-HR to maintain list of corporate/well-known brands. Initial list shall be enclosed with this CoP, as and when formulated and its subsequent revisions would not require any amendment to CoP. This list may be published by VIL on its website. Any corporate/legal entity can approach Entity-HR for inclusion of their brands etc. in this list, subject to commercial considerations as prescribed from time to time by VIL.
- ii. Entity-HR to maintain list of Government bodies, entities, major project of central Government having requirement of SMS blast to public etc. For this, Entity-HR through VIL and COAI may approach and seek help of TRAI/DoT for list of such headers and the Nodal officers for coordination.
- iii. In case the purpose of sending SMS is on behalf of Government entities, Government projects the Sender/Telemarketer should provide the Government authorization



letter. The Sender/Telemarketer would undertake that the billing for such SMS would be made to them and cleared by them unless otherwise mentioned in the Government Authorization letter specifically.

- iv. In case the purpose of sending SMS is on behalf of corporate/well-known brands, the Sender should provide the Authorization letter from such corporate/well-known brand on their letter-head, along with other requisite documents. The said Corporate/well-known brand to also undertake that they have the legal ownership or usage rights, over said brand.
- f) carry out additional checks for look-alike headers which may mislead to a common recipient of commercial communication, it may also include proximity checks, similarity after substring swaps specifically in case of government entities, corporate(s), well-known brands while assigning headers irrespective of current assignments of such headers, and to follow specific directions, orders or instructions, if any, issued from time to time by the Authority;

**Process steps for Additional checks for look-alike headers:**

- i. Data set for this is the well-known brand list formulated.
  - ii. Headers should not be allocated with %'well known string%' as defined in the list for initial three months.
  - iii. In case, the said brand wants the above string or a part thereof, to remain blocked with VIL, they may approach VIL or its Entity-HR and agree on the commercial basis.
  - iv. Above to be done on a best effort basis.
- g) **Process steps for Registration of Sender and/or Header:** Post successful checks and documents availability as per above sub-clause from a) to f), the Entity-HR will register the Sender and/or assign the header/header root and make respective entries in the system.
- h) **Process steps for De-registration of Sender and/or Header:** The Entity-HR will temporarily or permanently de-register a Sender and/or Header in following scenarios:
- i. In case of repeated complaints as defined in the complaint handling CoP.
  - ii. In case limited period mentioned in the Authorisation letter provided by Government agency or Corporate/well-known brand.
  - iii. Any other scenarios, as emanating from CoP-Detection or as defined by VIL from time to time.

Such de-registration of Sender or Header(s) should be immediately informed to the respective Sender/Telemarketer on their registered email id, along with process of re-allotment as defined by VIL from time to time.

- i) Above process steps as defined from sub-point a) to h) are to be followed in case a Sender or Telemarketer seeks allocation of telecom resource for voice calls, except the provisions which

are specific to SMS as a bearer. Depending upon technical feasibility, VIL may choose to allocate naming feature to be displayed as CLI (CNam) for commercial voice calls made to its own subscribers.

**j) Process Steps in case Header already allocated:** There could be following scenarios:

- i. In case, a header is already allocated to an entity and a different entity approaches for the same header in same LSA
- ii. In case, two entities at one point of time seek a particular header

In both the above scenarios, VIL may frame a guiding framework to resolve such issues, on case to case basis.

## **2. Consent Template Registrar (Entity-CsTR) and Consent Acquisition Registrar (Entity-CsAR)**

### **A. Broad Functions:**

- a) establish and maintain consent register as distributed ledger to keep consent, in a secure and safe manner, and make accessible relevant data for scrubbing function to the registered telemarketers for scrubbing;
- b) establish Customer Consent Acquisition Facility (CCAF), to record recipient's consent to receive commercial communications from the sender or consent acquirer;
- c) establish Customer Consent Verification Facility (CCVF) for the purpose of facilitating:
  - i. customers to verify, modify, renew or revoke their consent in respect of commercial communications, and
  - ii. Access Providers to verify the consent in case of complaint;
- d) keep consent for each consent acquirer, in a manner that client data of entity is adequately protected;
- e) keep record of revocation of consent by the customer, whenever exercised, in an immutable and non-repudiable manner;
- f) synchronize records, in real time, among all consent ledgers available with participating nodes in Consent Acquisition Functionality in an immutable and non-repudiable manner;
- g) maintain with minimum performance requirements as specified;
- h) perform any other function and keep relevant details required for carrying out pre and post checks for regulatory compliance;

### **B. Process steps to be followed:**



- a) **Record consent** via Customer Consent Acquisition Functionality on Consent Register, on its own or through its agents, to facilitate consent acquirers to record the consent taken from the customers in a robust manner which is immutable and non-repudiable and as specified by relevant regulations;

**Process Steps for Recording Consent:**

- i. The sender will share the consent template which should explicitly convey the purpose, with the consent template registrar (Entity-CsTR), which is to be presented to the customer for acquiring consent and mentions the purpose of the consent and details of the sender (Header).
- ii. The Entity-CsTR will cross check the consent template with purpose, Header and sender and approve/disapprove the same for the registration. In case of rejection, the sender to share the revise template. Entity-CsTR will assign a unique ID to each approved consent template.
- iii. VIL under its discretion, can disallow registration of consent template based on any specific content through keywords or otherwise.
- iv. The Entity-CsTR will register and record the approved consent template along with sender and header name in its system. (will replicate at Header Registration)
- v. VIL/Entity-CsTR may charge sender for such template registration as per their commercials.

**Examples of the Consent templates (generic messages):**

*To be added subsequently*

- b) Presenting content of consent acquisition template to the customer before taking consent;
- c) Taking agreement to the purpose of consent and details of sender;
- d) Authenticate customer giving the consent through OTP;

**Process Step for Presenting content of consent acquisition, taking agreement and authentication:**

- i. The sender may have multiple consent templates registered with Entity-CsTR.
- ii. Sender will initiate a trigger to Entity-CsAR along with registered consent template ID and MSISDN (individual or in batches) for presenting the same to the consumer seeking consent.
- iii. Entity-CsAR will share the registered consent template containing details of the sender and Header (Principal Entity name/brand name e.g. Amazon) and OTP with the consumer through short code as SMS. Consumer will respond back on the same short code (toll free level 5) with OTP, to provide consent for the stated consent template. To protect interests of its own subscribers and protecting them from UCC/spam and malicious/non-bonafide

consent templates, VIL as terminating TSP will not allow any other mode of seeking consent from its own subscribers.

- iv. The Entity-CsAR will cross check the OTP and do the automated Authentication. On the successful confirmation of OTP, the consent is recorded in the system paired with the MSISDN along with date and time of such consent from the consumer (time when it hits the system). Post consent recording, a confirmation is sent to the consumer through SMS, and also to the Sender.
  - v. Once the consent is acquired, same will be valid for twelve months period from the date of recording of the consent, unless customer revokes his/her consent before expiry of twelve month period.
  - vi. In case of OTP mismatch, consumer and sender/consent acquirer will be notified.
- e) **record revocation of consent** by the customer via revoke request in a robust manner which is immutable and non-repudiable and as specified by relevant regulations;

**Process Step for recording revocation of Consent:**

The revocation of consent can happen through various modes mentioned below:

- i. sending SMS to short code 1909 with Label <Revoke> and <Sender ID> or to telephone number mentioned in the message or during the voice call received from the sender(s); or
  - ii. calling on 1909 or number mentioned for revoking the consent during the voice call received from the sender(s); or
  - iii. calling on customer care number; or
  - iv. Interactive Voice Response System (IVRS); or
  - v. Mobile app developed in this regard either by the Authority or by any other person or entity and approved by the Authority; or
  - vi. Web portal with authentication through OTP; or
  - vii. Any other means as may be notified by the Authority from time to time.
- f) In case, xx% of the customers don't give consent out of the total consent messages presented to the customers in a single day (where xx value is to be decided by VIL from time to time), the activity done by the sender could be suspicious. Hence, a warning notice should be sent to the sender. Post the notice, Entity-CsAR will monitor future conversion of consent messages for the said consent template and take suitable necessary action as agreed between VIL and Entity -CsAR.

The detailed process on revocation of consent is covered in 'CoP- Process for Registration, modification and Deregistration of Preferences and Recording and Revocation of Consent', and its provisions would be binding on Entity-CsAR and Sender(s)/Consent Acquirers.

### **3. Content Template Registrar**

#### **A. Broad Functions:**



- a) Content Template Registrar (Entity-CTR) to carry out content template registration function;
- b) keep records of registered templates in immutable and non repudiable manner;
- c) maintain with minimum performance requirements as specified;
- d) perform any other function and keep relevant details required for carrying out pre and post checks for regulatory compliance;

**B. Process Steps to be followed:**

- a) to check content of the template being offered for registration as a transactional template and service message template;

**Process Steps for checking Content offered for registration:**

- i. Sender or Telemarketer on behalf of the Sender, will share with Entity-CTR the proposed template to be registered under the category of transactional or service message, for the purposes of the subscribers of VIL which has appointed Entity-CTR. Further, the sender will also provide consent template id (as provided during registration) for the proposed template of service messages. The template should carry both fixed and variable portion, distinctly identified. Sample Templates with fixed and variable portions will be prescribed and shared with senders during Registration.
  - ii. Sender to ensure not to send any objectionable, obscene, unauthorized or any other content, messages or communications infringing copyright and intellectual property right etc., in any form, which is not permitted as per established laws of the country.
  - iii. Entity-CTR will cross check the content of the service message template and transactional message template as well as checking the service message template falling under the purpose (Commercial Communication) as defined in the consent template.
  - iv. VIL under its discretion, can disallow registration of any content template based on any specific content through keywords or otherwise.
- b) to identify fixed and variable portion(s) of the content in the offered transactional template and service message template with identification of type of content for each portion of variable part of the content, e.g. date format, numeric format, name of recipient, amount with currency; reference number, transaction identity;**

**Process Steps:**

- i. Entity-CTR is required to ensure the above.

Transactional and Service message sample messages would be as per illustrations as provided at Clause 1.B.vii. under Section IV above.

**Sample template for registration:**

- ii. Your Mobile No<variable>Recharged successfully with amount<variable>and your current balance is<variable>
- iii. Thank you from XXXXX <variable>Check Status using Track ID<variable>Your Order Details<variable>Recharge Rs<variable>for<variable>of<variable>
- iv. Thank You for your registration for Core Event on<variable>We regret to inform your seat is not<variable> the event online so you won<variable>miss it.
- v. Your transaction to <Variable> of amount <Variable> is <Variable> Thank you for using TNT Service <Variable> Transaction No <Variable>

**c) To estimate the total length of variable portion, viz. total length of fixed portion for a typical transactional message, service message for offered template;**

**Process Steps:**

- i. Entity-CTR to ensure that the length of the variable portion for a typical transactional and service message should not be more than xx% of the total length (where value of xx would be as decided by VIL, in consultation with Entity-CTR). Entity-CTR along with VIL, would put in place a process for approval of exception to this percentage threshold.

**d) To de-register template or temporarily suspend use of template;**

**Process Steps:**

- i. Entity-CTR will de-register/ temporarily suspend use of a content template (transactional or service) in case of following scenarios:
  - a) In case of repeated complaints as defined in the complaint handling CoP.
  - b) In case of non-usage of the template for a period of 90 days.
  - c) As per inputs arising from CoP Detect or otherwise as per discretion of VIL.

**e) To generate one-way hash for fixed portion of content of template and ways to extract fixed portion and variable portion(s) from actual message for carrying out pre and post checks of actual content of actual message offered for delivery or already delivered;**

**Process Steps:**

- i. Post the CoP Effective Date, the solution will be worked out. During the solutioning the process of hashing/reading etc. will be detailed and subsequently, suitably incorporated in the CoP as well.

**f) To check content of the template being offered for registration as a promotional from perspective of content category;**

**Process Steps for checking content of template:**

- i. Sender to categorise the template message into promotional category if the same falls under the definition of promotional message as defined in this CoP. Entity-CTR to do the necessary check and same will be applicable for the subscribers of VIL, who has appointed the said Entity-CTR.

**g) Assigning unique template identity to registered template of content;**

**Process Steps for assigning unique template identity:**

- i. Entity-CTR to assign unique id to each template against each registered sender id and update the system.

**4. Content Template Verifier (Entity-CTV)**

**A. Broad Functions:**

- a) carry out content verification;
- b) keep records with all relevant details for future references;
- c) To identify the content type and category of messages to be delivered or already delivered via an automated tool or utility software;

**B. Process Steps to be followed:**

- i. Entity-CTV should identify the content type and category of messages to be delivered or already delivered via an automated tool or utility software. For this, a percentage of messages (i.e. different types of content templates) to be checked, which can be static or dynamic, as decided by Entity-CTV and VIL from time to time.

**5. Telemarketer functional Entity Registrar (Entity-TFER)**

**A. Process Steps:**

- i. VIL itself or through an entity (Entity-TFER) will register Telemarketer functional Entities i.e. TM-SF, TM-DF, TM-AF and TM-VCF and arrange execution of respective agreements with them, as per the format specified by VIL.
- ii. These Telemarketer functional entities will perform respective functions as mentioned hereinafter.
- iii. It is in complete discretion of VIL to appoint and register one or multiple entities as TM-SF.
- iv. VIL may formulate process and scenarios for de-registration of Telemarketer Functional Entities

**6. Telemarketer for Various Functions**



**6(a). Telemarketer - Scrubbing Function (TM-SF):**

**1. Broad Functions:**

- a) carry out scrubbing;
- b) keep record of all numbers scrubbed for complaints resolution;
- c) maintain with minimum performance requirements as specified;
- d) perform any other function and keep relevant details required for carrying out pre and post checks for regulatory compliance;

**2. Process Steps to be followed:**

- a) to process scrubbing as defined, in a secure and safe manner, using preferences and consent of customer(s) and category of content;
- b) provide details about preferred time slots and types of days for delivery;

**Process Steps for processing Scrubbing:**

- i. The Telemarketer or Sender can both approach for the scrubbing function. The Originating TSP (OAP) will send the request for scrubbing to terminating TSP (TAP) and TM-SF appointed by TAP will do the scrubbing and generate token for OAP and also retain the OAP token with itself.
- ii. For Scrubbing function can be for either category of message i.e. promotional, service and transactional.
- iii. The Scrubbing function would mean checking of customer's preference or consent, depending upon the message being promotional or Service respectively. The Service message may also have category of messages which can be sent with Inferred consent, which have to be suitably categorized in the said category during the content template registration. For transactional message, the content scrubbing would be required. VIL may choose, at its own discretion, to have Scrubbing function and Content Template verifier function, to be done simultaneously, through a single entity or a single system. It would be at VIL's discretion to do dynamic dipping i.e. based on random percentage, pattern or all transactions.
- iv. The Telemarketer or Sender through OAP, will provide the MSISDNs and content of message along with the category of content (i.e. promotional or service) to the TM-SF of TAP as per the format prescribed by the TAP/TM-SF.
- v. The TAP's TM-SF will scrub the promotional message with the Preference register (including checking the preferred time slots and types of days for delivery) and generate a Token which should also contain preferred time slots and types of days for delivery.

- vi. In consumer's interest and to ensure proper compliance, it is most important that the scrubbing is done by TAP so that none of the messages should go to customers beyond the opted preferred time slots and types of days for delivery and proper content and consent dipping is ensured, ruling out possibility of spam messages to its consumers. Spam messages to consumer's leads to huge inconvenience to customers as well as complaint management at TAP end.
  - vii. Similarly, TAP's TM-SF will scrub the service message with the Consent Register and generate a Token.
  - viii. OAP has to pay commercial charge for 'Scrubbing as a Service' to TAP. This charge shall be decided by TAP from time to time and will be applicable in between OAP and TAP, on reciprocal basis and will be over and above the Re. 0.05 charge for promotional/ service message and Re.0.02 SMS termination charge.
- c) take necessary measures to protect Preference Register and Consent Register data during scrubbing, e.g. by Generating virtual identities and tokens for each number for the messages and voice calls and not disclosing real identities to any other entity than authorized to know it;

**Process Steps for Protection of Data during scrubbing:**

- (i) The Tokens generated by the TM-SF will not disclose the real identities (i.e. MSISDNs) to the Telemarketer/Sender. TM-SF will share the OAP Token with OAP and TAP Token with TAP. These Token are to be used by respective OAP and TAP for ascertaining the content of message, SMS header and actual list of MSISDNs on which the SMS is to be sent. OAP may charge the Sender/Telemarketer for the scrubbing and decrypting of token, through TM-SF or directly.
  - (ii) It is understood that TSPs may have different levels of controls and systems. A TAP would like to have strict control on scrubbing activity to ensure there is no inconvenience to its consumers and no UCC is made to them. Therefore, to prevent spam to go to their subscribers, TAP would have to undertake scrubbing function. OAP has to pay commercial charge for 'Scrubbing as a Service' to TAP. This charge shall be decided by TAP from time to time and will be applicable in between OAP and TAP, on reciprocal basis and will be over and above the Re. 0.05 charge for promotional/ service message and Re.0.02 SMS termination charge.
- d) make available relevant details of scrubbed list to corresponding OAPs and TAPs for carrying out reverse mapping of virtual identities to real identities for further delivery;

**Process Steps for reverse mapping:**

- i. Make available relevant means to identify the actual subscriber to which the message needs to be delivered
- e) to identify and report probable instances of request received for scrubbing of list of phone numbers collected through harvesting software or instances of dictionary attack to relevant entities authorized to take action;

**Process Steps for identifying and reporting instances of harvesting software or dictionary attack:**

- i. TM-SF and TAP should put in place system to identify probable instances of list of phone numbers collected through harvesting software or instances of dictionary attack.
- ii. The broad rules for such identification should be fixed by TAP and its' TM-SF from time to time. If required, same should be shared with TRAI for guidance. Since, the system development and vendor finalization is yet to start, hence, the identification rules are not available at this stage.
- iii. Once identified, TM-SF should report such instances to OAP, for further necessary action against the Sender / Telemarketer. OAP will be bound to take action and inform TAP within 3 working days of such information being received.

**6(b) Telemarketers for Delivery Function (TM-DF) of Messages with telecom resource connectivity to AP:**

**A. Broad Function:**

- a) carry out delivery function
- b) insert its Unique identity with delivery processing reference number along with identity through which scrubbing was carried out;
- c) authenticate source of the messages submitted for delivery by header assignee or by aggregator and ensure their identity is part of content of message for traceability;
- d) maintain with minimum performance requirements as specified;
- e) perform any other function and keep other relevant details which may be required for carrying out pre and post checks for regulatory compliance;

**A. Process Steps to be followed:**

- a) deliver messages to OAP, in a secure and safe manner, during specified time slots and types of days of delivery in accordance to the preferences of the customer(s);

**Process Steps: TM-DF to follow above including broad functions.**

- a) select OAP for particular customer(s) or messages and conveying to Scrubber for generating tokens for corresponding OAP to access information of list of messages which would be required to be delivered by it;

**Process Steps:**

- i. OAP's TM-DF to follow above including broad functions.
- ii. In line with the Token generating provisions mentioned in section related to TAP's TM-SF, the same activity related to Token generation, decryption should be carried out by TM-SF



of TAP. The Token containing virtual identities should be shared by TM-SF with OAP, and which can then share it with its TM-DF.

**6(c) Telemarketers for Aggregation Function for messages to other Telemarketer for delivery function (TM-AF):**

**A. Broad Functions:**

- a) carry out aggregation function;
- b) keep record of all numbers aggregated for complaints resolution and traceability;
- c) authenticate source of the messages submitted for delivery by header assignee or by aggregator and ensure their identity is part of content of message for traceability;
- d) maintain with minimum performance requirements as specified;
- e) perform any other function and keep other relevant details which may be required for carrying out pre and post checks for regulatory compliance;

**B. Process to be followed:**

- a) deliver messages to RTM having telecom resource connectivity with access provider(s), in a secure and safe manner;

**Process Steps:** TM-AF to follow above including broad functions.

**6(d) Telemarketer for voice calling function with Telecom Resource Connectivity for voice calls to Access Provider (TM-VCF)**

**A. Broad Functions:**

- a) to carry out voice calling function;
- b) take necessary measures to protect Preference Register and Consent Register data during voice calling, e.g. using virtual identities to make voice calls on a secure Internet Protocol (IP) based Virtual Private Networks (VPN) with OAP and not disclosing real identities to any other entities than authorized to know it;
- c) take initiatives to enable calling name display (CNAM) based on Intelligent Network or ISDN based protocols, enhanced calling name (eCNAM) functionality as defined in 3GPP technical specifications TS 24.196 for providing services to terminating user with the name associated with the originating user and optionally delivering metadata about that originating user;
- d) maintain with minimum performance requirements as specified;

- e) perform any other function and keep other relevant details which may be required for carrying out pre and post checks for regulatory compliance;

**B. Process Steps to be followed:**

- (a) deliver voice calls to OAP, in a secure and safe manner, during specified time slots and types of days of delivery in accordance to the preferences of the customer(s);
- (b) select OAP for particular customer(s) or voice calls and conveying selected OAPs to Scrubber for generating tokens for corresponding OAP to access information of list of messages which would be required to be delivered by it;

**Process Steps for delivery of voice calls:**

- i. Above to be followed including the broad functions.
- ii. In line with the Token generating provisions mentioned in section related to TAP's TM-SF, the same activity related to Token generation, decryption should be carried out by for voice calls as well and the Token containing virtual identities should be shared by TM-SF with OAP/TM-VCF.
- iii. The above process in case of voice calls would be dependent on technical feasibility and detailed architecture/solution finalization, which will be shared subsequently.

**Section V. Network/System Functioning Conditions**

**1. Network/System Architecture**

- i. Depending upon CoP finalization and discussions with vendor, the Network/system architecture finalized by VIL for implementation should be incorporated in this CoP as well.
- ii. All TSP should implement the DL system which should be interoperable and ensure that requisite functions are performed in a non-repudiable and immutable manner.

**2. Standards, Specification and SLAs**

- i. An SLA will be agreed between TSPs interconnecting over DLT layer, from time to time and same will be translated into technical SLAs.

**3. Flowchart of Sender/Telemarketer registration process.**

*Flowchart enclosed at Annexure 1 to 6*

**Section VI. Consequence management**

- 1. A TSP who has not implemented new DLT ecosystem and processes, should not be allowed to terminate any commercial communication on other TSP. The TAP can disallow termination of



commercial communication on its subscribers, if the necessary DLT system and processes has not been implemented by an OAP (other TSP) as per the requirements and timelines provided in the TRAI's regulation.

2. In case of default/breach in functions to be performed by respective Entities registered/appointed by VIL, VIL may take strict action against the same which may include warning notice or show cause notice or penalty or temporary/permanent termination etc.
3. VIL may formulate an internal process on above.
4. Action of blacklisting can be taken against Telemarketer or aggregator sending the SMS or voice delivery function. For this, the TSP taking action of blacklisting should inform other TSPs along with details of default. The other TSPs then should examine the case and take further necessary action.

### **Section VII. Information handover over DLT to Entities and/or other TSPs**

**Following information should be handed over by a TSP to all other TSPs:**

1. Sender (to be shared over DLT by OAP)
  - a. Sender ID
  - b. Header
  - c. Sender Name and Address
2. Header (to be shared over DLT by OAP)
  - a. Header
  - b. Date-Time of registration
  - c. Purpose (Transactional, Service, Promotional or Government)
  - d. Linked Telemarketer and Sender
3. Consent Template (to be shared over DLT by TAP)
  - a) Consent Template registration unique number
  - b) Consent template format including fixed and variable portion
  - c) SMS header
  - d) Sender ID
4. Consent Register (to be shared over DLT by TAP)
  - a) Customer Number
  - b) Consent Template registration unique number
  - c) SMS header
  - d) Date/time of OTP message generation
  - e) Date/time of OTP validation and consent recording
  - f) Validity of consent, if any
  - g) Linked Telemarketer or Sender as applicable
5. Content Template (to be shared over DLT by TAP)
  - a) Sender ID



- b) SMS header
- c) Consent Template registration unique number
- d) Content Template
- e) Fixed portion and Variable portion
- f) Linked Telemarketer or Sender as applicable

### **Section VIII. Migration of Existing Information / Processes**

- i. It is to be understood that Migration of existing information, Entities, Details of existing Telemarketer, Telecom Resources, Headers & Sender ID's, Consent etc. is a mammoth activity and would depend on finalization of CoP and system/processes being put in place. For effective implementation without causing any inconvenience to customers and disruption of business communication to Telemarketers and Principal Entities, it is envisaged that migration should be started only once system and processes are implemented and stabilized. VIL may also aim to start collection of information for migration, prior to implementation of system and processes, wherever technically and operationally feasible.
- ii. Further, VIL may choose to implement the provisions of new regulations in phases.
- iii. New Telemarketers who do not have TRAI registration as per previous TCCCP Regulation, can be registered by VIL in an offline mode till the new system/processes over DLT is implemented by all TSPs. For this, VIL may take suitable CAF, identification documents, agreements from the Telemarketers. For Existing Telemarketers who approaches VIL in case of expired/expiring TRAI registration, they can be allowed continuation of resources under existing agreements and documentation, which can be extended for a period of 3 months at a time. VIL would be free to charge for such registration of new telemarketers or extension to existing telemarketers, at a price decided by VIL from time to time. Also, till the new system/processes as per the TRAI TCCCP Regulation, 2018 is implemented, the penalties in case of UCC, as per previous regulations will apply and VIL can continue to take security deposit from Telemarketers as per previous regulations.

### **Section XI. Amendment to CoP**

This CoP can be amended by VIL at any given point in time subject to following:

- a) It is understood that CoPs stipulate various requirements which are interlinked with CoPs of other TSPs as well. Considering the same, wherever the amendment can lead to change in information sharing with other TSP and/or billing, processing etc with other TSP, such amendment should be shared with two weeks advance intimation before actually implementing the same.
- b) Wherever there is any material change for any existing Sender(s) which impacts performance of its obligations, an advance notice of at least 7 calendar days along with changes and its effective date for such existing Sender(s), should be given on their respective registered email-id.

### **Section IX. Publication of CoP**



This CoP may be published by VIL on its website after the implementation of the new systems and processes. A digital copy of the same should be sent to below, on their appointment/registration:

- a) Entity - HR
- b) Entity – Consent Template Registrar
- c) Entity - Consent Registrar
- d) Entity - Content Template Registrar
- e) Entity – Content Template Verifier
- f) Entity- Telemarketer functional Entity registrar
- g) All registered Sender(s)
- h) All registered Telemarketers
- i) All registered Aggregators

Further, on any amendment to the CoP, same may be published by VIL over its website and also sent to above over their registered email-ids.

#### **Section X. Definitions**

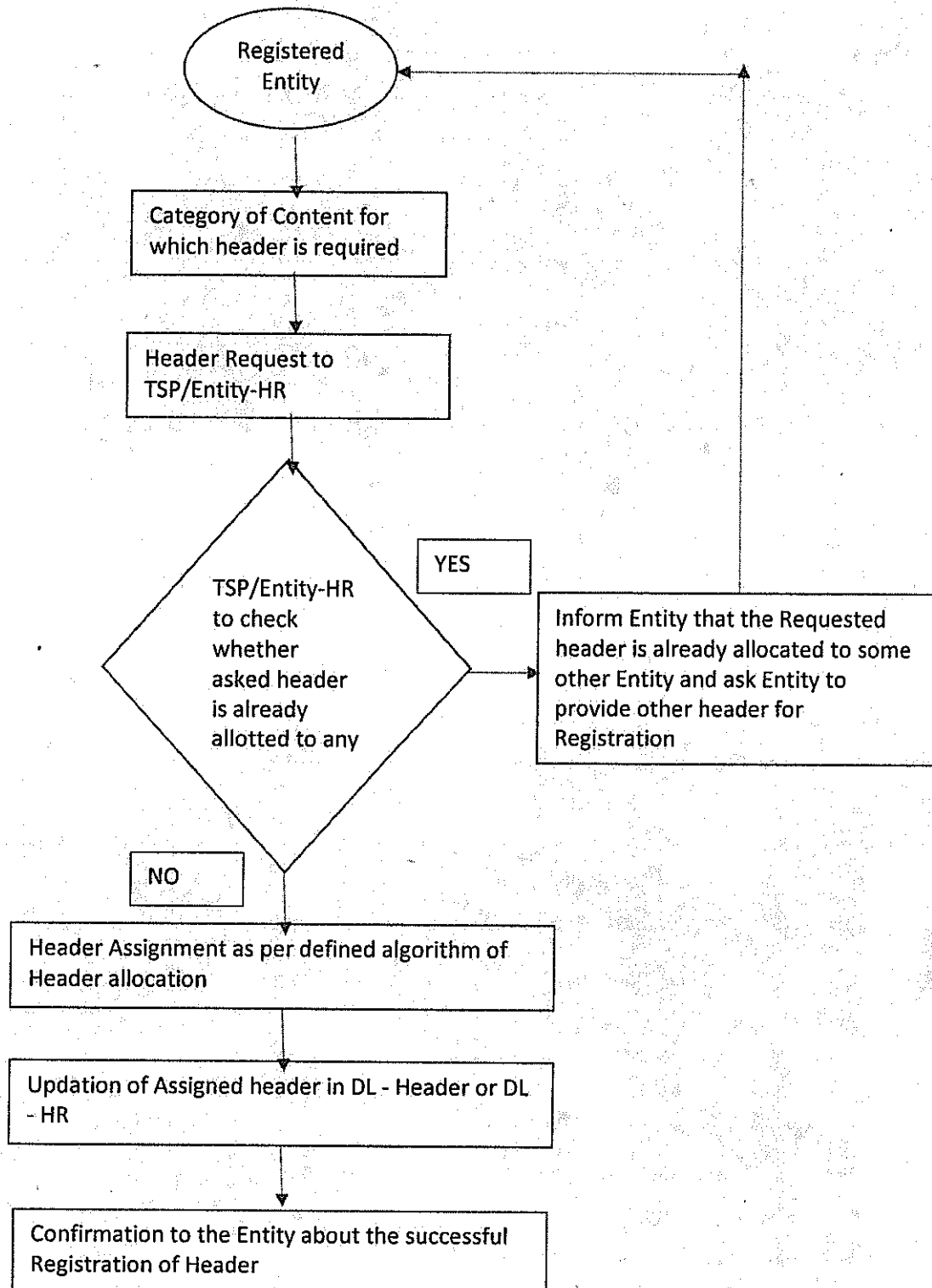
The definitions would be as per the definitions contained in TRAI's TCCCP Regulations, 2018.

#### **Section XI. Version History**

<b>Sr. No</b>	<b>Version Number</b>	<b>Date of Submission to TRAI</b>	<b>Effective Date of CoP</b>	<b>Main/Amendment Number</b>
1	VIL_CoP_Entities - 1.0	17 <sup>th</sup> October 2018	As per clause mentioned in CoP	Main

**Annexure – 1 to CoP-Entities**

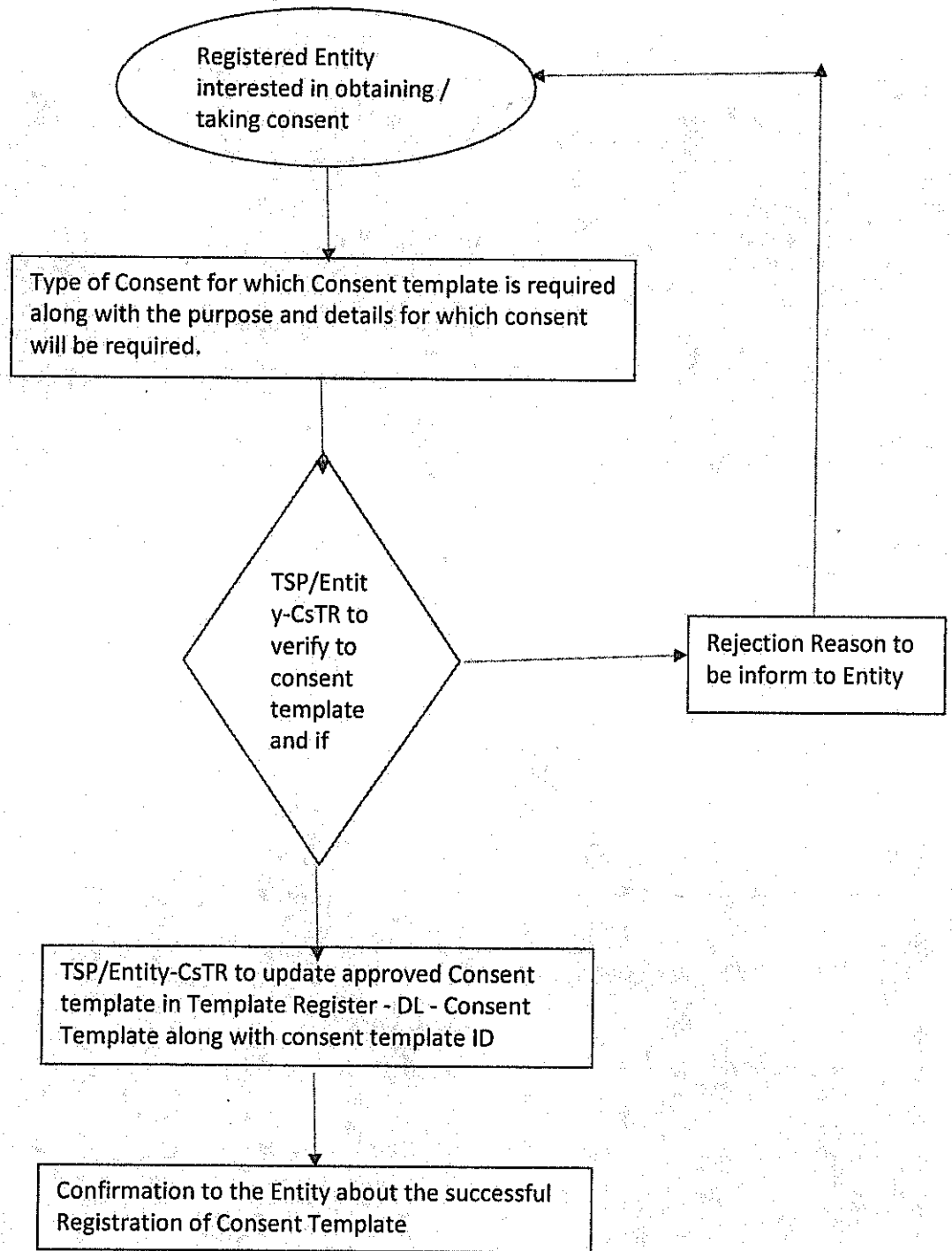
**Header Registration**





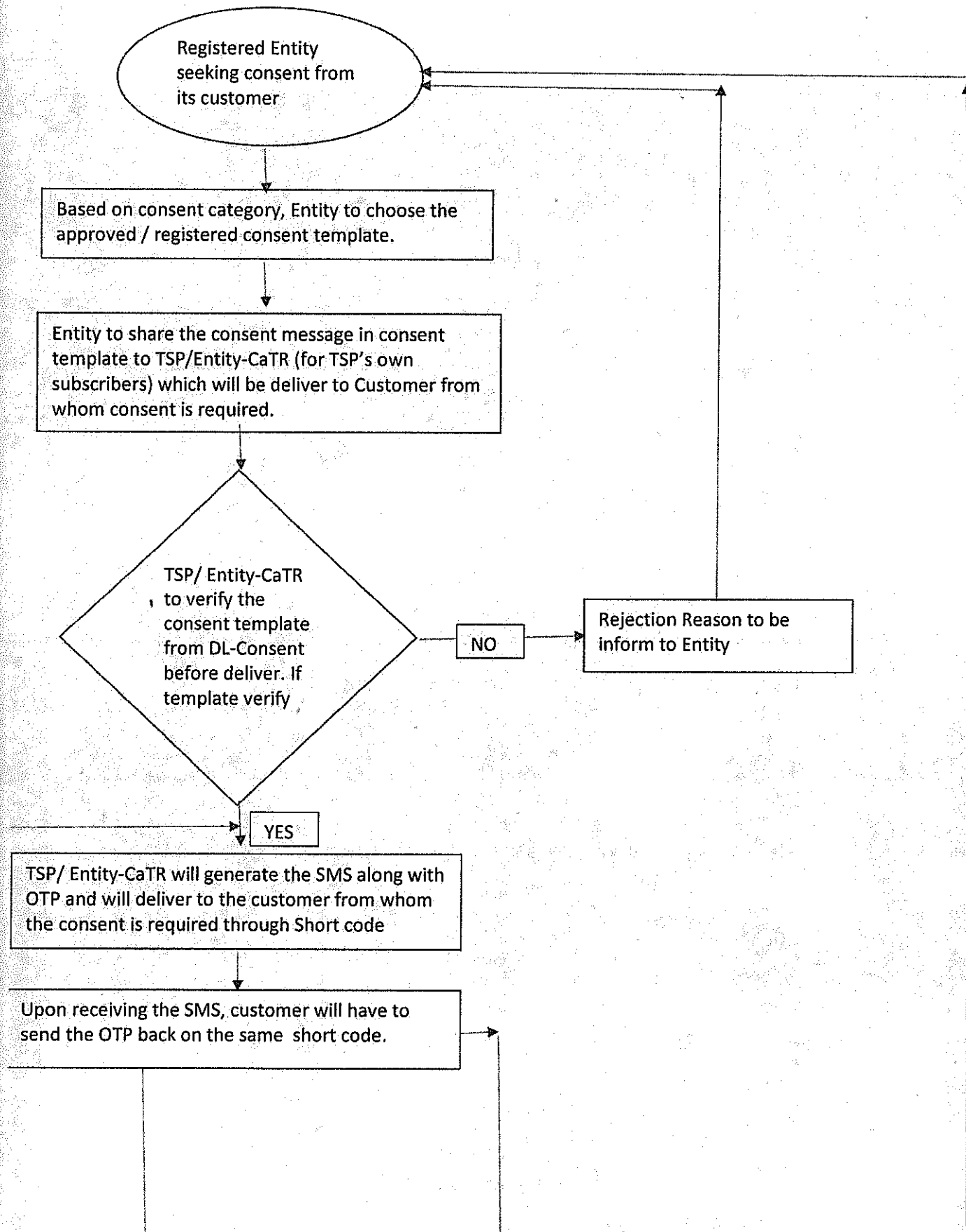
**Annexure- 2 to CoP-Entities**

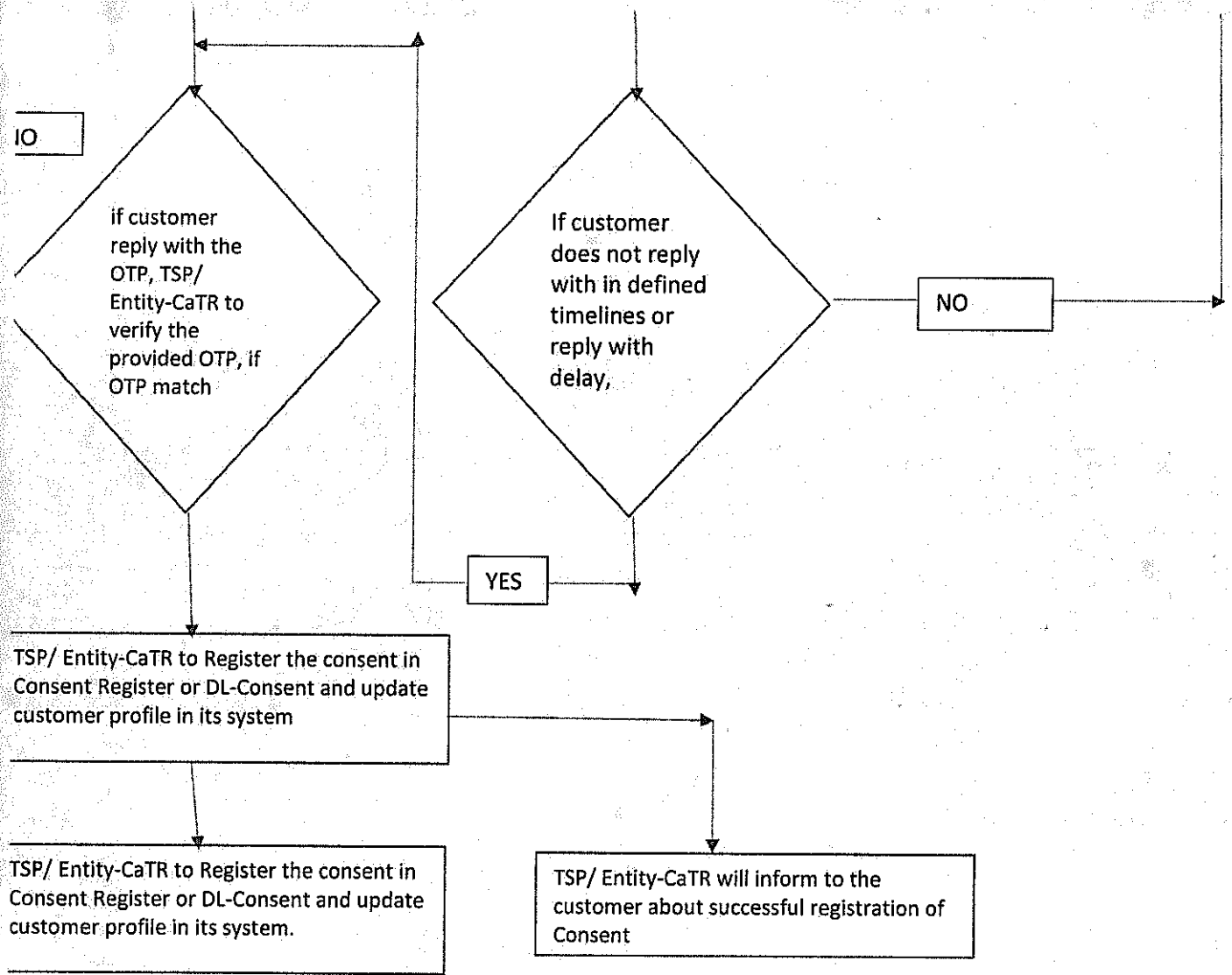
**Consent Template Registered**



**Annexure – 3 to CoP-Entities**

**Consent Acquisition**





IO

if customer reply with the OTP, TSP/ Entity-CaTR to verify the provided OTP, if OTP match

If customer does not reply with in defined timelines or reply with delay,

NO

YES

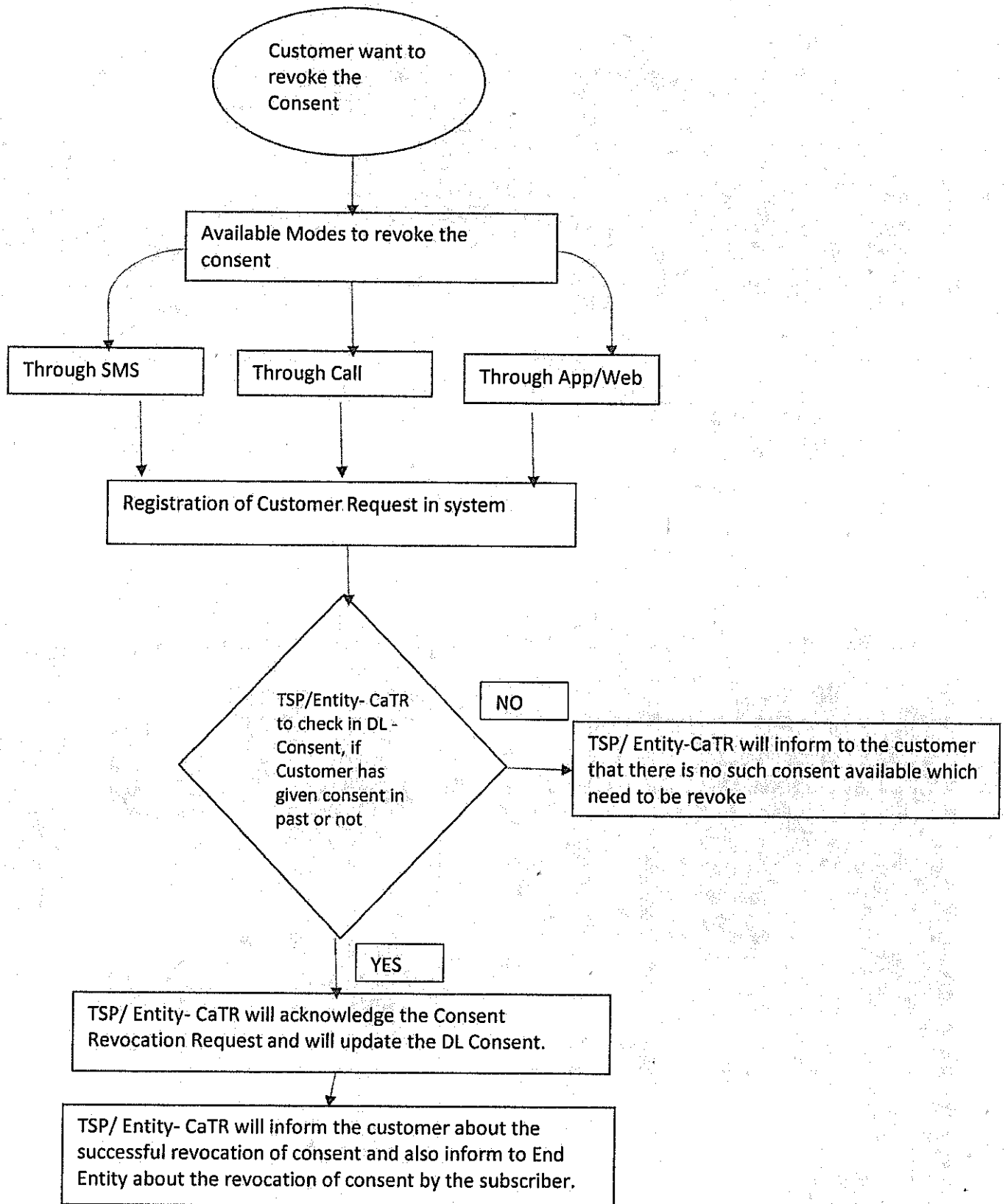
TSP/ Entity-CaTR to Register the consent in Consent Register or DL-Consent and update customer profile in its system

TSP/ Entity-CaTR to Register the consent in Consent Register or DL-Consent and update customer profile in its system.

TSP/ Entity-CaTR will inform to the customer about successful registration of Consent

Annexure – 4 to CoP-Entities

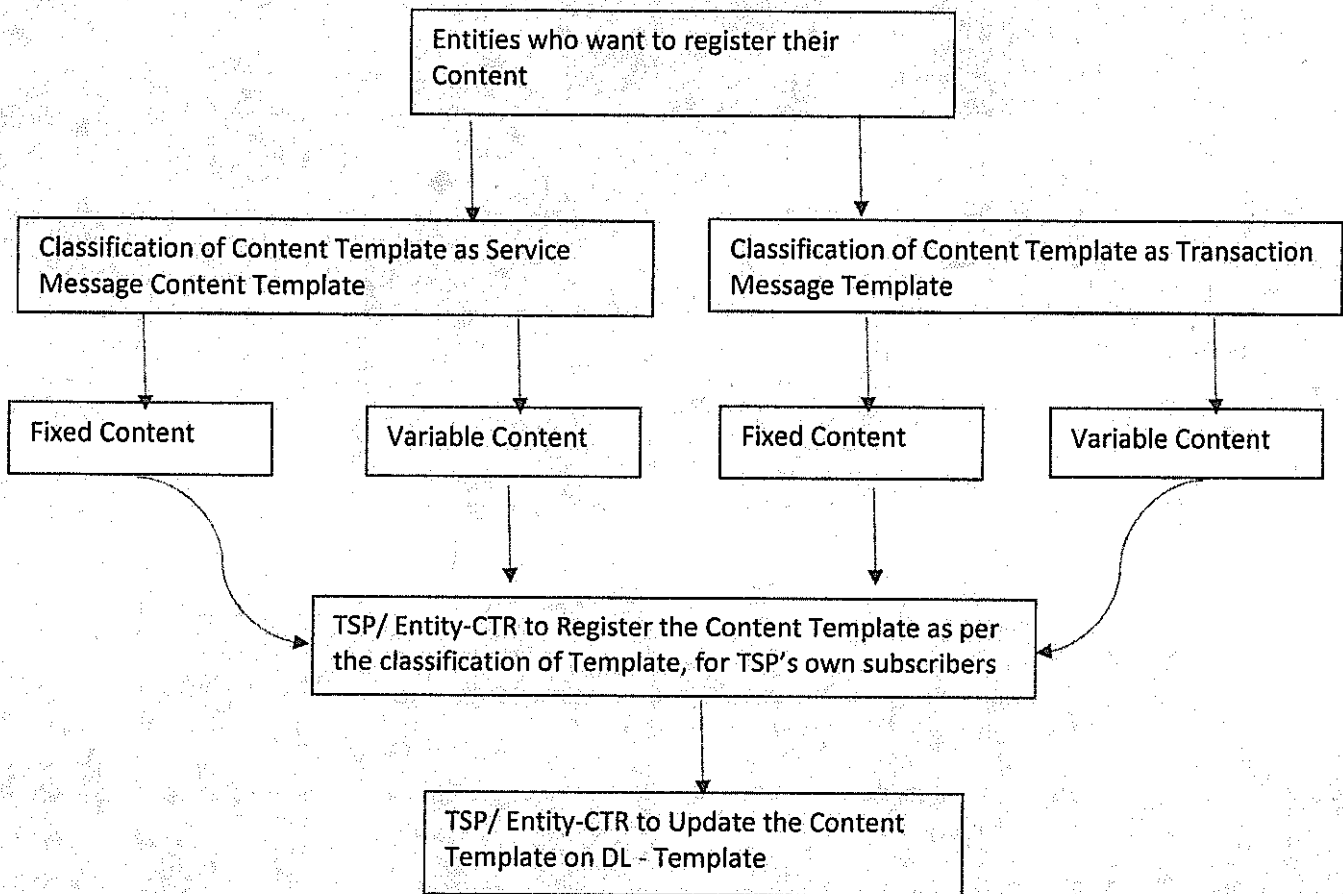
Consent Revoke





**Annexure – 5 to CoP-Entities**

**Content Template Registration**



**Annexure – 6 to CoP-Entities**

**Entity Registration**

