

Code of Practice for Entities (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 (RJIL) shall be final and binding.
- IV. Any modification to this CoP would be well within the right of RJIL, 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.
- V. Unlike other regulations issued by TRAI, TCCCP-2018 is a unique regulation, which is not prescriptive in nature, but based on **co-regulation approach**, wherein regulations lay down the principles and desired outcomes rather than specify details on how to achieve them. In line with this co-regulation approach, there may be some processes/procedures/activities which may not exactly be in sync with methods/ways/timelines laid down in the TCCCP 2018, but have been adopted/undertaken by RJIL to comply with the Regulations in most-practical manner. Any disconnects in the approach with that suggested in the TCCCP 2018 may not be deemed to be non-compliance of the Regulations so far as the desired outcome is believed to be achievable through such approach.



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Section I. Scope

The Scope of this CoP is to:

1. Comply with the TCCCP Regulation, 2018.
2. Effective control of Unsolicited Commercial Communication.
3. Cover process for registration of 'Sender(s)' (i.e. Principal Entities or Telemarketers) and their obligations, who will be assigned and allocated the headers (SMS or voice CLIs), Consent Template, Consent acquisition tools, Content Template, Content Verification and Scrubbing etc.
4. Provide minimum set of information which will be put on DLT system for sharing with different Entities and in between TSPs.

Section II: Appointment of Entities

1. RJIL, at its sole discretion, may choose to perform the functions of Entity by its own or may also choose to delegate the same to a third party.
2. If delegated to a third party:
 - a. RJIL shall ensure proper authorization of such Legal entity through legal agreements, which shall include strict conditions for safety, security and confidentiality of the information being made available over the DLT system.
 - b. RJIL shall ensure 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. RJIL 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 III: Types of Entities Registration and their functions:

There are seven types of Entities which are to be appointed by RJIL, 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) Once a header has been registered by a PE, it can be used only by that PE, also in different case formats to send commercial communication (Uppercase, Lowercase or mix case)
- e) keep record of header(s), header root(s) reserved for specific purpose. In case of voice header(s), header root(s) will refer to the dedicated number series specified for this purpose;
- f) synchronize records, in real time, among all header ledgers available with participating nodes in Header Registration 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) 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 two characters will be fixed as: first character indicates TSP, second LSA, followed by a hyphen '-'. Rest 8 characters or numbers are free and can be used for assignment.
- ii. RJIL 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 RJIL, the assignment of header(s) can be revoked, with or without notice. RJIL 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 RJIL.

- v. The Sender registration and/or headers assignment will be done by RJIL for its own resources, as per the process prescribed herein.
- vi. For the messages categorised under Promotional and Service categories, a charge up to 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 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: XXXXXXXXXXXXXXX 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 AccountXXXXXXXXXXXXy 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 Explicit/Promotional Messages with promotional Content (Service messages with Explicit Consent or Promotional messages to non-DND subscribers):

- 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/jQ5uVq>
- 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/

For the purposes of sending messages to its own subscribers, RJIL will register over DLT and undergo registration process under this CoP, but RJIL will register only headers used for sending the communication, no templates will be registered over DLT. As the connection by itself is part of service opted by customer, RJIL 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, RJIL would have to ensure scrubbing of preference register.

- b) 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:

- i. The Sender has to submit request for registration by logging in their PE account in the DL, filling up a simple Universal application form, mentioning the header(s) required 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 RJIL, 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 only. 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.
 - vi. RJIL shall 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, eminent personalities, political parties, renowned groups/associations, objectionable keywords, abuses, derogatory remarks, etc. If there is no correlation with the list, then the request can be taken forward else to be declined.
- c) Bind with a 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 RJIL, 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 RJIL may choose to provide through such mode. The mobile app/website should have authentication based on the registered mobile number and/or email id of the Sender. RJIL 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;
- e) carry out additional, reasonable 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;
- 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 names, corporates, eminent personalities, political parties, renowned groups/associations, etc.
 - ii. 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 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 on manual basis.
 - iii. Any other scenarios, as emanating from CoP-Detection or as found appropriate, by RJIL, 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 RJIL from time to time.

- i) Depending upon technical feasibility, RJIL 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, seemingly bonafide entity approaches the TSP later for the header or for preventing the other entity from using it, the TSP may withdraw or re-allocate the header.
 - ii. In case, two entities at one point of time seek a particular header

In both the above scenarios, RJIL 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. It may be noted that the Consent Acquisition module is currently in development stage, and the process steps/modes/channels/flows etc. in the final module may vary from those listed below.

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
 - 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. RJIL 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. RJIL/Entity-CsTR may charge sender for such template registration as per their commercials.
- 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/QR Code scan/Missed call or any other mechanism or combination thereof;

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. This is one such example of how TSPs will obtain and validate their subscribers' consents. In order to protect interests of its own subscribers and protecting them from UCC/spam and malicious/non-bonafide consent templates, RJIL as terminating TSP may also allow other modes of seeking and validating genuine 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/other mode, and also to the Sender. Similar steps will be followed for other modes as well.
 - v. Once the consent is acquired, same will be valid for twenty-four months period from the date of recording of the consent, unless customer revokes his/her consent before expiry of such period.
 - vi. In case of OTP mismatch or validation failure, 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 any other mechanism in the Consent module of the DLT. The keyword(s)/short codes/calling numbers may differ in the final process in production.
- 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 other modes; or
- vii. Any other means as may be notified by the Authority from time to time.

f) If in case, more than specified percentage of customers don't give consent out of the total consent messages presented to the customers in a single day, the activity done by the sender could be suspicious. Hence, a warning notice may be sent to the sender. Post the notice, Entity-CsAR may monitor future conversion of consent messages for the said consent template and take suitable necessary action as agreed between RJIL and Entity –CsAR.

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-reputable 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 will share with Entity-CTR the proposed template to be registered under the category of transactional or service message. 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. TSPs will remain indemnified for any such misuse by sender/aggregator through relevant clause in the agreement.
- 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. All content template should preferably have Brand/Trademark/Entity name in the template so that templates are not abused

- v. RJIL under its discretion, can disallow registration of any content template based on any specific 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.

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>. Please register for the event online so you won't <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 RJIL, in consultation with Entity-CTR). Entity-CTR along with RJIL, 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 may 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 180 days (optional).
 - c) As per inputs arising from CoP Detect or otherwise as per discretion of RJIL.

- 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;
- f) To check content of the template being offered for registration as 'promotional' from the 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 RJIL, who has appointed the said Entity-CTR.
 - ii. In case the entity wants to send promotional messages via DND Preference scrubbing, the consent template is not required. Consent will be required to be associated with a content template only if the sender wants to send the proposed template as Service Explicit messages.
- g) Assigning unique template identity to registered template of content;

4. Telemarketer functional Entity Registrar (Entity-TFER)

A. Process Steps:

- i. RJIL itself or through an entity (Entity-TFER) may 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 RJIL.
- ii. These Telemarketer functional entities will perform respective functions as mentioned hereinafter.
- iii. It is in complete discretion of RJIL to appoint and register one or multiple entities as TM-SF.
- iv. RJIL may formulate process and scenarios for de-registration of Telemarketer Functional Entities

5. Telemarketers for Various Functions

A. Functions of Entity-TM-SF

Process Steps for processing Scrubbing:

- i. The Telemarketer or Sender submits target numbers, headers and template for the scrubbing function.
- ii. For Scrubbing function can be for either category of message i.e. promotional and service.

- iii. The Scrubbing function would mean checking of customer's preference or consent, depending upon the message being promotional or Service Explicit respectively. The TSP 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.
- iv. The Telemarketer or Sender will provide the MSISDNs and content of message along with the category of content (i.e. promotional or service) to the TM-SF as per the format prescribed by the TSP/TM-SF.
- v. The TM-SF will scrub the promotional message with the Preference register and the Consent 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. Similarly, TM-SF will scrub the service explicit message with the Consent Register and generate a Token.
- vii. TM-SF will make available relevant details of scrubbed list to corresponding OAPs for carrying out reverse mapping of virtual identities to real identities for further delivery;
- viii. Protection of Data during scrubbing:
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, and also share the Token with Telemarketer/Sender. 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.
- ix. 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;
 - a) The broad rules for such identification shall be fixed by TM-SF and OAP from time to time.
 - b) Once identified, TM-SF should report such instances to Entities-HR, for further necessary action.

B. Functions of Entity-TM-DF

To 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 and consents of the customer(s);

C. Functions of Entity-TM-AF

- 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;

D. Telemarketer for voice calling function (TM-VCF)

- 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;

Section IV. 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 RJIL, RJIL may take strict action against the same which may include warning notice or show cause notice or penalty or temporary/permanent termination etc.
3. RJIL 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 V. Information handover over DLT to Entities and/or other TSPs

Following information should be handed over by a TSP to all other TSPs on the DLT systems:

1. Sender
 - a. Sender Registration ID
 - b. Header
 - c. Sender Name and Address
2. Header
 - a. Header(s)
 - b. Date-Time of registration
 - c. Purpose (Transactional, Service, Promotional or Government)
 - d. Linked Telemarketer and Sender
3. Consent Template
 - a) Consent Template registration unique number
 - b) Consent template format including fixed and variable portions
 - c) SMS header
 - d) Sender Registration ID
4. Consent Register
 - 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)
5. Content Template
 - a) Sender Registration ID
 - b) SMS header
 - c) Consent Template registration unique number
 - d) Content Template
 - e) Fixed portion and Variable portion
 - f) Linked Telemarketer

Section VI. Amendment to CoP

This CoP can be amended by RJIL 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 VII . Publication of CoP

This CoP may be published by RJIL on its website after the implementation of the new systems and processes

Further, on any amendment to the CoP, same may be published by RJIL over its website.

Section VIII. Definitions

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

Section IX. Version History

S.No.	Date	Version	Details
1.	16.10.2018	1.0	CoP-Complaints_RJIL-base document
2.	07.02.2020	1.1	Reviewed before publication on Jio.com
3.	12.01.2021	1.2	Reviewed in line with the recent implementations
4.	10.05.2021	1.3	Reviewed basis comments from the TRAI