



**COMMUNICATIONS & MULTIMEDIA
CONSUMER FORUM OF MALAYSIA**

**GENERAL CONSUMER CODE OF PRACTICE FOR THE
COMMUNICATIONS AND MULTIMEDIA INDUSTRY MALAYSIA:
SUB-CODE ON OPT-IN REQUIREMENTS**

MARCH 2026

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PART 1 INTRODUCTION

1.1 Preamble

- (1) This Sub-Code on Opt-in Requirements (“**Sub-Code**”) is developed by the Communications and Multimedia Consumer Forum of Malaysia (“**CFM**”) pursuant to section 190 and paragraph 95(1)(b) of the Communications and Multimedia Act 1998 (“**Act**”) and in accordance with subclause 1.3.2 and clause 8.5(b) of the General Consumer Code of Practice for the Communications and Multimedia Industry Malaysia (“**Code**”).

1.2 Short Title and Commencement

- (1) This Sub-Code may be cited as the General Consumer Code of Practice for the Communications and Multimedia Industry Malaysia: Sub-Code on Opt-In Requirements.
- (2) This Sub-Code enters into effect on the day of its registration by the Malaysian Communications and Multimedia Commission (“**MCMC**”) in accordance with subsection 95(2) of the Act (“**Effective Date**”).

1.3 Objectives

- (1) This Sub-Code aims to promote the Consumers’ rights by ensuring the Service Providers adopt clear Opt-In requirements for any Services, including the Value-Added Service.
- (2) Conversely, this Sub-Code also aims to protect the Consumers from any unfair and non-transparent Opt-In Mechanism that raises ethical concerns and places an unfair burden on the Consumers to Opt-Out.

1.4 Scope

- (1) This Sub-Code applies to the Service Providers that provide services to the Subscriber who:
 - (a) is subject to Auto-Migration; or
 - (b) is the Consumer of any Services, including the Value-Added Service, regardless of the terminology used to describe such products or services in the contract with the Subscriber.

1.5 Compliance with this Sub-Code

- (1) Compliance with this Sub-Code may be made mandatory pursuant to the Act or subsidiary legislations made under it or any instruments issued by MCMC pursuant to the Act or its subsidiary legislations.
- (2) The Service Provider shall comply with this Sub-Code in respect of all new, renewed, extended, or replaced contracts entered into on or after the Effective Date.
- (3) The Service Provider shall inform the Consumers of this Sub-Code through a notification on their respective websites.

1.6 Definitions

In this Sub-Code, unless the context otherwise requires—

“4G” means Fourth Generation of Mobile Networks.

“5G” means Fifth Generation of Mobile Networks.

“Authentication” means a procedure which allows the Service Provider to verify the request made by the Consumer to Opt-in for a specific service.

“Auto-Migration” means the process of changing the Subscriber’s existing service or plan to another service or plan.

“CAPTCHA” means Completely Automated Public Turing Test to tell Computers and Humans Apart.

“Complaint” means any verbal or written expression of dissatisfaction by a customer through any channels such as call center, social media platform, website, etc. to the Service Provider regarding the Service Provider's service and/or product, which requires actions by the Service Provider to address the issues raised. A request by a customer for information or advice or an inquiry seeking clarification will not be classified as a complaint. However, if no or inadequate action is taken by the Service Provider regarding a request for information, advice, or inquiry seeking clarification, the subsequent follow-up to the Service Provider would be classified as a complaint.

“Consent” means any voluntarily and explicitly given, specific, informed, and unambiguous indication of the person's wishes, by a statement or by a clear affirmative action, that signifies agreement to the provision of certain services.

“Digital Platform” means any digital channel or environment through which the Service Provider communicates, provides services, content, or information to Consumers, including but not limited to SMS, email, USSD, digital forms, websites, or mobile applications.

“Mobile Number Portability” means the ability for end-users to change from one Mobile Service Provider to another and retain their Mobile Number.

“Opt-In” means the Consumer actively accepts an offer or invitation from the Service Provider.

“Opt-In Mechanism” means a process or method where the Consumer is required to give voluntary and explicit consent to accept an offer or invitation from the Service Provider.

“Opt-Out” means the Consumer unsubscribes, terminates, declines, or withdraws from any previously Opted-In Service.

“Opt-Out Mechanism” means a process or method whereby the Consumer unsubscribes, terminates, declines, or withdraws from a Value-Added Service.

“OTP” means One-Time-Password.

“Pay-Per-Use” means the Consumer pays for the Value-Added Service based on their actual usage, rather than paying a fixed or subscription fee.

“Roaming” means a service that allows the Consumer to continue using their current mobile number or mobile operator to make and receive voice calls, SMS, and use data services on the Roaming partner’s or foreign operator’s network.

“Service Provider” means the Code Subject who exercises Auto-Migration or provides Value-Added Service to their Consumer.

“SMS” means Short Message Service.

“Spend Limit” means any ceiling amount established in the supply of Value-Added Service to a Consumer.

“Value-Added Service” means additional Service that may be subscribed, acquired or used by a Subscriber for an additional subscription fee or charge, whether one-off or recurring.

“Value-Added Service Fee” means the one-off payment, daily, weekly, monthly fee, charges or other sums for any Value-Added Service.

1.7 Interpretation

- (1) In this Code, unless the contrary appears:
 - (a) headings are for convenience only and do not affect interpretation;
 - (b) reference to a statute, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments, or replacements of any of them;
 - (c) words in the singular include the plural and vice versa;
 - (d) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
 - (e) all amounts are expressed in Malaysian Ringgit, inclusive of Sales and Services Tax (“SST”) and any other applicable tax;
 - (f) mentioning anything after the word include, includes or including does not limit what else might be included;
 - (g) any terms used in this Sub-Code shall have the same meaning as in the Act, the subsidiary legislations made under it, or the Code;
 - (h) a requirement to provide something "in writing" can be met by electronically sending a written message; and

- (i) references to person(s) includes:
 - (i) an individual, firm, body corporate or unincorporated body of persons, government or governmental, semi-governmental or local authority or agency; and
 - (ii) an executor, administrator, successor, agent, assignee, and novatee of the person described under subclause 1.7(1)(i)(i) of this Sub-Code.

PART 2

GENERAL PRINCIPLES OF OPT-IN REQUIREMENTS

2.1 Transparency

The principle of transparency ensures that a Consumer can make informed decisions whether or not to Opt-In.

The key features of the transparency principle are as follows:

- (1) **Informed Decision:** A Service Provider shall provide necessary information in accordance with subclause 3.2.1 of the Code to enable a Consumer to fully understand what they are requesting for, consenting to, the commitments involved, and the implications of their decision.
- (2) **Non-Deceptive Practices:** A Consumer shall not be subjected to deceptive practices to obtain their consent to Opt-In.

Explanation — The deceptive practices may include, but are not limited to, using pre-ticked checkboxes, misleading language, or cookie walls that obscure true consent options.

- (3) **Opportunity to Review:** A Consumer shall be given the opportunity to read and understand the information and instructions about the Service, including Value-Added Service, and the Opt-In Mechanism. A Consumer shall also have the opportunity to ask questions through accessible customer service channels before deciding to Opt-In.

2.2 Accuracy

The principle of accuracy ensures that a Consumer receives accurate information and instructions, to ensure that a Consumer is well-informed when deciding whether or not to Opt-In.

The key feature of the accuracy principle is as follows:

- (1) **Accurate Information:** A Consumer shall be given accurate and up-to-date information of the Services, including Value-Added Service, and the applicable Opt-In and Opt-Out mechanism, before deciding to Opt-In.

2.3 Comprehensiveness

The principle of comprehensiveness ensures that a Consumer is provided with an Opt-In Mechanism that aligns with the Customer's preferences and allows them to indicate their decision to Opt-In.

The key features of the principle of comprehensiveness are as follows:

- (1) **Variety of Options:** A Consumer shall be provided with Opt-In Mechanisms that accommodate their diverse preferences and needs, which may include any of the following, but are not limited to:
 - (a) **Digital Methods:** Methods such as checkboxes, toggle switches, or consent buttons on websites and mobile applications.
 - (b) **Communication Channels:** Providing the Opt-In Mechanism via various channels, including SMS or any appropriate means of communication, such as online advertisement banners, email, or consumer service calls, ensuring accessibility for Consumers.
 - (c) **Written Agreements:** Allowing a Consumer the option to provide written consent through forms or contracts that clearly outline their decision.
- (2) **Multi-Language Support:** The Opt-In Mechanism shall be available in the language preferred by a Consumer, based on the languages offered by a Service Provider.
- (3) **Security Measures:** A Consumer who decides to Opt-In via a Digital Platform, through a communication device shall be protected by trusted security measures, which include but are not limited to CAPTCHA or OTP.

2.4 Accessibility

The principle of accessibility ensures that the use of the Digital Platform or non-digital platform is inclusive, fair, and non-discriminatory to Consumers.

The key features of the principle of accessibility are as follows:

- (1) **Equal Access:** Service Providers should ensure that the Opt-In Mechanism is accessible to all Consumers on a fair and non-discriminatory basis. Access must not be unjustly impeded by factors such as a Consumer's age, digital literacy, disability, geographic location, or services, among others.

- (2) **Support for Consumer with Special Needs:** A Consumer with Special Needs shall be given a suitable, prompt, and easily accessible Opt-In Mechanism.
- (3) **No Cost:** A Consumer shall not be required to pay any additional charges to have access to the Opt-In Mechanism. The Opt-In Mechanism must be swift and hassle-free.
- (4) **User-Friendly Design:** The Opt-In Mechanism interfaces shall be designed with Consumer experience in mind. This includes, but is not limited to, intuitive layouts, prominent placement of options, and minimal steps required to complete the process.
- (5) **User Education:** A Consumer shall be actively educated about their Opt-In rights and the procedures available by a Service Provider.

Explanation — Consumer education can be delivered through, but is not limited to, Frequently Asked Questions (FAQs), instructional videos, or clear communication in promotional materials.

2.5 Clarity

The principle of clarity enhances Consumer understanding, reduces confusion, and ensures that decisions to Opt-In are made with full awareness of their implications.

The key features of the clarity principle are as follows:

- (1) **Clear Information:** A Consumer shall be provided with information related to Opt-In in a clear and easy-to-read manner using plain language that avoids jargon and is easily understandable by a Consumer.
- (2) **Clear Instructions:** A Consumer shall be guided through the Opt-In Mechanism with clear, step-by-step instructions, including information on how the Consumer may change their preferred Opt-In mechanisms from the available options referred to in subclause 2.3(1) of this Sub-Code at any time.
- (3) **Clarity of Consequences:** A Consumer shall be given specific and clear explanations about the implications of Opting-In.

- (4) **Separate Consent for Different Services:** Separate Opt-In consent shall be obtained for any Services, including Value-Added Services, to ensure that a Consumer has control in making the decision to Opt-In.

2.6 Consumer Autonomy

The principle of autonomy ensures that a Consumer is free to choose the product or service that best suits them.

The key features of the principle of autonomy are as follows:

- (1) **Freedom to Opt-In:** A Consumer shall be given the freedom to Opt-In by voluntary and explicit consent.

Explanation — Recommended methods for obtaining explicit consent may include:

- a) *Using a button for payment-confirming service orders.*
- b) *Clicking an "Order with Costs" button online.*
- c) *Clicking a confirmation button on a website.*
- d) *Requiring a direct call from the user for subscription.*
- e) *Redirecting a Consumer to the mobile operator for oral confirmation.*

- (2) **Presumption of Non-Consent:** A Consumer shall be presumed to have not consented unless they voluntarily and explicitly Opt-In.
- (3) **No Automatic Opt-In During Free Trials:** A Consumer shall not be considered as having consented to Opt-In solely because they used or received a service during a free trial period.
- (4) **Right to Opt-Out:** A Consumer who decides to Opt-In shall be given the right to Opt-Out, subject to any reasonable and transparently disclosed commitments accepted at the time of Opt-In.

2.7 Notification

The principle of notification ensures robust notification practices are implemented by a Service Provider that enhance transparency and empower a Consumer to make informed choices.

The key features of the principle of notification are as follows:

- (1) **Regular and Adequate Reminders:** A Consumer shall be sent adequate, regular, and timely notifications regarding Opt-In offers and invitations by the Service Providers. Such notifications shall specifically include reminders to the Consumers about the end of any free trial period and inform them of any upcoming charges that will apply thereafter.
- (2) **Communication Channels:** A Consumer shall be able to receive notifications about Opt-In offers and invitations through the appropriate channel of communication to maximize reach and effectiveness, taking into consideration Consumers with Special Needs.

Explanation — These channels must include, but are not limited to:

- a) **Email:** Regular updates and reminders sent directly to a Consumer's inboxes; or
 - b) **SMS or any appropriate means of communication:** Text message alerts for immediate visibility; or
 - c) **In-App Notifications:** Alerts within mobile applications to reach users actively engaged with the service.
- (3) **Content of Notification:** Notification given to a Consumer shall include clear and concise information about Opt-In offers and invitations.

Explanation — Information such as:

- a) The nature of the service being offered.
- b) The specific date and time when the Opt-In offer or invitation period ends (where applicable), without affecting the Consumer's right to subscribe to the underlying service at any time, unless the service itself is time-limited.
- c) A clear call-to-action to Opt-In.
- d) Information about any charges that will apply if Consumer chooses to Opt-In.

PART 3
OPT-IN REQUIREMENTS FOR AUTO-MIGRATION

3.1 Auto-Migration

- (1) A Service Provider may exercise Auto-Migration which includes but are not limited to one or more of the following purposes:
 - (a) sunsetting existing products or services.
 - (b) upgrading subscription plans.
 - (c) improving existing plans.
 - (d) ensuring continuity of services for a Subscriber.
 - (e) ensuring regulatory compliance.
 - (f) enhancing capabilities.
 - (g) enhancing efficiency.
 - (h) giving greater flexibility.
 - (i) any future plans involving planned or mandated service transitions (excluding discretionary changes by the Service Provider).
- (2) Prior to exercising Auto-Migration, Service Provider shall disclose to Subscriber the purpose(s) of the Auto-Migration.

3.2 Opt-In Mechanism for Auto-Migration

- (1) A Service Provider shall obtain a Subscriber's prior and informed consent before exercising Auto-Migration if the Auto-Migration results in an increase of more than five percent (5%) in subscription fees, or the Auto-Migration involves any variation of rate in the new product or service plan, or the Auto-Migration requires a specific action from the Subscriber to provide explicit, informed and verifiable consent.

Explanation —

- a) *The requirements under clause 3.2 of this Sub-Code must be exercised in accordance with clause 4.5 of the Code;*
- b) *A Service Provider is required to give additional notification to a Subscriber who does not respond to the notification to Opt-In Auto-Migration and continue to use the service. For avoidance of doubt, additional notification shall include alternative channels of communication such as SMS, emails, calls, and in-application notification.*

(2) A Service Provider shall provide an option for a Subscriber to Opt-Out of Auto-Migration by:

- (a) changing to any other currently available service plan offered by the Service Provider (if any); or
- (b) unsubscribing from the service (including early termination of service) after the Auto-Migration without incurring any penalty arising from the Auto-Migration.

Explanation — A Subscriber who is affected by Auto-Migration must be:

- a) *Given the right to Opt-Out from Auto-Migration at any time;*
- b) *Promptly notified about their right to Opt-Out from Auto-Migration within the applicable termination timeframes. This notification should clearly state the deadline to Opt-Out;*
- c) *Able to Opt-Out before Auto-Migration begins through a straightforward Opt-Out Mechanism with clear instructions on how the Subscriber can Opt-Out.*

3.3 Exception to Opt-In requirements — Dispensation of Prior Informed Consent

(1) Notwithstanding subclause 2.6(2) and clause 3.2 of this Sub-Code, a Service Provider may exercise Auto-Migration without obtaining a Subscriber's prior informed consent, subject to the following conditions:

- (a) the Auto-Migration provides better value at similar or lower charges or cheaper services;
- (b) the Auto-Migration will not result in more than a five percent (5%) increase in subscription fees;
- (c) the Auto-Migration is carried out solely for the purpose of sunsetting an existing subscription plan; or

Explanation — The reasons for sunsetting the existing subscription plan includes, but are not limited to, the following challenges faced by a Service Provider:

- a) *End-of-life for a product, system, or equipment.*
- b) *Cessation of service.*
- c) *System limitation.*
- d) *Legacy plan or outdated plan.*
- e) *Limited scalability.*
- f) *Maintenance costs.*
- g) *Regulatory requirements.*

- (d) other outcomes consistent with paragraph 3.1(1)(i) of this Sub-Code; and
- (e) there is no material service interruption during the Auto-Migration process.

For the avoidance of doubt, the exercise of Auto-Migration under this clause shall not be construed as permitting forced migration and shall not derogate from the General Principles of Opt-In Requirements in Part 2, including the principles of Transparency and Consumer Autonomy, which shall continue to apply notwithstanding the dispensation of prior informed consent.

- (2) Where the original subscription plan remains technically and commercially available, a Service Provider shall allow a Subscriber whose prior informed consent is not obtained prior to Auto-Migration to terminate the plan by opting out of Auto-Migration and to switch back to the original subscription plan or any equivalent plan, without incurring any penalty charges arising from the Auto-Migration and without any changes to the terms and conditions of the contract.

3.4 Service Provider Duties

The following duties shall apply to all Auto-Migration under this Part, including where prior informed consent is dispensed with under clause 3.3 of this Sub-Code.

- (1) **Mobile Number Portability:** A Service Provider shall, subject to MCMC's Numbering and Electronic Addressing Plan, facilitate a request for Mobile Number Portability for a Subscriber who decides to Opt-Out of Auto-Migration and to change their Service Provider.
- (2) **Auto-Migration Notifications:** A Service Provider shall notify a Subscriber of the effective date of the Auto-Migration and inform the Subscriber of any changes that will occur to their services.

Explanation — Notifications can be sent via SMS or any appropriate means of communication.

- (3) **Information on Benefits and Additional Value of Auto-Migration:** A Service Provider shall provide clear information about the features and changes due to the Auto-Migration, including any benefits and additional value that a Subscriber may enjoy when opting in to Auto-Migration.
- (4) **Customer Service:** A Service Provider shall equip their customer service officers with sufficient knowledge and understanding of the Auto-Migration process, empowering them to immediately address any Complaint related to Auto-Migration.
- (5) **Mitigating Service Disruptions:** A Service Provider shall take the necessary mitigation steps to minimize the impact of potential errors or service disruptions during Auto-Migration.
- (6) **Subscriber Feedback:** Upon completion of Auto-Migration, a Service Provider shall ensure a Subscriber's continued satisfaction of the migrated services or plans based on their feedback.

PART 4
OPT-IN REQUIREMENTS FOR VALUE-ADDED SERVICE

Chapter I – General Requirements

4.1 Consumer Authentication

- (1) A Service Provider who enables its Consumer to Opt-In for a Value-Added Service via a Digital Platform through a communication device, shall send an authentication message to a Consumer by SMS or any appropriate means of communication as referred to in subclause 2.3(1)(b) of this Sub-Code.

4.2 Renewal Message for Recurring Value-Added Service

- (1) A Service Provider who provides a Value-Added Service in which the subscription is automatically renewed at the end of every subscription period (unless a Consumer takes action to Opt-Out from the service), shall, upon automatic renewal of the Value-Added Service, send a renewal message to a Consumer by SMS or any appropriate means of communication as referred to in subclause 2.3(1)(b) of this Sub-Code.
- (2) A Service Provider who provides a Value-Added Service in which the subscription is subject to request for renewal at the end of every subscription period shall, upon receipt of a Consumer's request to renew the Value-Added Service, send a renewal message to the Consumer by SMS or any appropriate means of communication.

4.3 Providing an Opt-Out Mechanism

- (1) A Service Provider who provides a Value-Added Service in which the subscription is:
- (a) automatically renewed at the end of the subscription period; or
 - (b) for a fixed or continuous duration until terminated by a Consumer,
- shall provide an Opt-Out Mechanism to enable a Consumer to Opt-Out from the Value-Added Service at any time during the subscription.

- (2) Whenever a Consumer decides to Opt-Out from a Value-Added Service pursuant to subclause 4.3(1) of this Sub-Code, a Service Provider shall send an Opt-Out confirmation message via SMS or any appropriate means of communication to a Consumer within one (1) working day of receipt of the request to Opt-Out.
- (3) A Service Provider whose Consumer has requested to Opt-Out from a Value-Added Service, shall:
 - (a) promptly stop supplying the Value-Added Service (subject to remaining subscription period, if any) upon receipt of the request by a Consumer, unless a Service Provider is unable to promptly stop supply due to matters beyond its reasonable control, in which instance the Service Provider shall inform the Consumer of the reason for the delay and the expected timeline for cessation; and
 - (b) from receipt of the request to Opt-Out, not charge any new Value-Added Service Fee to a Consumer's account in respect of the said Value-Added Service.

provided this subclause is without prejudice to:

- (i) a Service Provider's right to charge for the said Value-Added Service until the next billing cycle.
- (ii) the minimum contract duration that has been agreed to between a Service Provider and a Consumer.

Explanation — Clause 4.3 of this Sub-Code is not applicable to Roaming pass or any other one-off purchase of a Value-Added Service.

4.4 Empowering Customer Service Officers

- (1) A Service Provider shall equip their customer service officers with sufficient knowledge and understanding of a Value-Added Service, empowering them to immediately address any Complaint related to any Value-Added Service.

Chapter II – Specific Opt-In Requirements for Roaming

4.5 Roaming

- (1) Roaming enables Consumers to continue using their devices to access voice calls, SMS, and data services outside Malaysia on a Roaming partner's or foreign operator's network.

4.6 Opt-In Mechanism

- (1) A Consumer may Opt-In for Pay-Per-Use Roaming or other subscription-based Roaming pass by enabling data Roaming on their communication device at any time, subject to the terms and conditions of the relevant Roaming.
- (2) A Consumer may Opt-Out by:
 - (a) disabling the data Roaming on their communication device at any time; or
 - (b) using any other Opt-Out Mechanism for Roaming provided by a Service Provider (if any).

4.7 Disclosure of Limitations of Service

- (1) **Roaming Availability and Coverage:** A Service Provider shall, prior to enabling or use of Roaming, inform a Consumer of the inherent limitations associated with Roaming, including but not limited to:
 - (a) variations in availability depending on location and network partnerships;
 - (b) (un)availability of Roaming while traveling over international waters;
 - (c) (in)accessibility of Roaming in selected countries and through specific Roaming partners' networks;
 - (d) the availability of data network coverage, which depends on the individual foreign network operator in each country; and
 - (e) variations in service quality or access to advanced networks (such as 4G or 5G) upon reliance on foreign operators' network capabilities in all Roaming locations.

- (2) **Data Usage and Charges:** A Consumer who uses Roaming without a subscription-based Roaming pass may be subject to Pay-Per-Use charges. A Consumer may purchase a subscription-based Roaming pass from a Service Provider to use data services on the network of the Roaming partner.
- (3) **Terms of Use for Roaming Passes and Service Access:** A Service Provider shall inform Consumers that the use of Roaming passes is conditional upon the availability and terms of access set by the relevant foreign network operator. The specific conditions of Roaming passes, including data service access, are determined by the Roaming partner or foreign network operator in the country a Consumer is using Roaming services in.

4.8 Service Provider Duties

- (1) **Notifications and Alerts:** A Service Provider shall notify the Consumers to ensure they are aware of their Roaming service status and applicable charges. This includes notifying the Consumer when a Pay-Per-Use or data Roaming pass is activated in accordance with pre-determined usage thresholds and with prior notification to the Consumer and providing sufficient notification before the Roaming service expires.
- (2) **Prevention of Bill Shock:** A Service Provider shall take necessary measures to ensure that a Consumer who uses a Pay-Per-Use Roaming service or other subscription-based Roaming avoids bill shock.

Explanation –

- a) *The necessary measures under subclause 4.8(1) of this Sub-Code include, but are not limited to, providing a Spend Limit for data Roaming.*
- b) *A Spend Limit for voice call Roaming and SMS Roaming is subject to technical feasibility and Service Provider's arrangement with a Roaming partner.*

As and when it is technically feasible, a Service Provider is encouraged as a matter of best practice to disable voice mail during Roaming service by default.

- (3) **Clear Communication and Guidance:** A Service Provider shall provide basic information on Roaming, including how to enable and disable Roaming, the eligible countries for Roaming passes, how multi-country Roaming works, and general guidance on how to manage data usage while Roaming. A Service Provider shall also advise Consumers of the possibility of unintended Roaming charges in border areas and how to prevent them.
- (4) **Transparency and Cost Awareness:** A Service Provider shall inform Consumers of the applicable Roaming charges. A Service Provider is required to implement safeguards by disabling Roaming service when the Spend Limit is reached.
- (5) **Ongoing Updates and Consumer Education:** A Service Provider shall inform Consumers of any changes to Roaming terms and charges that are within the Service Provider's knowledge, including changes notified by the relevant foreign network operator, where applicable. All proposed changes to Roaming and terms shall be published on their website, ensuring the Consumer is kept up to date.

**PART 5
GENERAL**

5.1 Application

- (1) This Sub-Code shall apply in accordance with the Communications and Multimedia Act 1998 and the applicable licence conditions, and Service Providers shall ensure that their agreements with Consumers are consistent with this Sub-Code.
- (2) The Sub-Code shall be read together with the following legislation, including but not limited to:
 - (a) Communications and Multimedia Act 1998 [Act 588];
 - (b) Consumer Protection Act 1999 [Act 599]; and
 - (c) Personal Data Protection Act 2010 [Act 709].
- (3) This Sub-Code shall be read in conjunction with relevant codes, guidelines, and standards issued by MCMC from time to time.
- (4) Compliance with this Sub-Code does not guarantee compliance with any legislation or other laws.
- (5) In the event of inconsistency between this Sub-Code, the Code, or any Mandatory Standards issued by MCMC, the Mandatory Standards shall prevail.
- (6) If there is a conflict between the requirements of this Sub-Code and any requirement imposed on a Service Provider by statute or otherwise by law, a Service Provider will not be in breach of the Sub-Code by complying with the statute or law.
- (7) This Sub-Code is not a substitute for legal advice and is not a guide to compliance with the law. A range of laws is relevant to the activities described in the Sub-Code.

5.2 Effect of Breach

- (1) CFM shall investigate, deliberate, and mediate and issue sanctions to a Service Provider over any breach of this Sub-Code in accordance with clauses 7.6, 7.7, 7.8, and 8.1 of the Code.

5.3 Review of this Sub-Code

- (1) CFM may review and propose amendments or modifications to any part of the Sub-Code as and when necessary.