

Figure 28
Prepaid plans: Telus⁹⁶

Donnez le feu roseTM. Montrez votre appui sur Facebook et aidez TELUS à remettre un don de 20 000 \$ à la Fondation du cancer du sein du Québec. >

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Accueil Téléphones Tablettes Internet mobile **Forfaits** Options Soutien Votre Compte Recherche

Forfaits Promo Forfaits Voix Options de données Internet mobile Prépayé Mike Simplicité Pro Déplacements

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Forfaits prépayés

Aperçu Premiers pas Forfaits prépayés Options Gérez votre compte prépayé Réapprovisionnez votre compte prépayé mes Récompenses

Trouvez le forfait le mieux adapté à vos besoins.

Profitez d'un tarif d'appel local en tout temps de 20 ¢ en optant pour un forfait de 30 jours.

Services d'appel inclus:

- Messagerie vocale
- Afficheur
- Appel en attente
- Appel conférence
- Frais mensuels d'accès au service d'urgence 911 évolué de 75 ¢¹

Configurez le renouvellement automatique de vos options prépayées. [En savoir plus](#)

Forfaits TELUS recommandés

Forfait	Comprend	Aux 30 jours ²
Appels locaux illimités le week-end + Messagerie 20	appels locaux illimités le week-end ³ , messages texte, photo et vidéo illimités ⁴	20 \$
Données + Messagerie 20	jusqu'à 100 Mo de données ⁵ et messages texte, photo et vidéo illimités ⁴	20 \$
Pariez + Messagerie 40	appels locaux illimités en soirée (dés 18 h) et le week-end ³ , appels locaux entrants illimités, messages texte, photo et vidéo illimités ⁴	40 \$
Pariez + Données + Messagerie 40	appels locaux illimités en soirée (dés 18 h) et le week-end ³ , messages texte, photo et vidéo illimités ⁴ , jusqu'à 100 Mo de données ⁵	40 \$

Tarifs à l'usage

- Tarif d'appel local en tout temps de 20 ¢ la minute (avec un forfait ou options de 30 jours)
- Tarif d'appel local en tout temps de 30 ¢ la minute (sans forfait ou options de 30 jours)
- Tarif de 40 ¢ la minute plus le tarif de temps d'antenne local pour les appels interurbains (au Canada et vers les États Unis)
- 20 ¢ par message texte entrant ou sortant
- 50 ¢ par photo envoyée en pièce jointe
- 50 ¢ par vidéo envoyée en pièce jointe
- 3 \$ le Mo⁶**

Profitez au maximum des options proposées

Vous souhaitez ajouter à votre forfait la messagerie illimitée ou un lot de Mo? Choisissez une combinaison d'options de 30 jours adaptée à vos besoins.

[Choisissez vos options >](#)

Vous consommez plus de 100 minutes par mois?

Économisez en passant à l'un de nos abordables forfaits mensuels et bénéficiez d'encre plus d'options à moindre coût.

Abonnez-vous dès maintenant!

- Composez gratuitement *611 à partir de votre téléphone prépayé TELUS.
- Appelez nous au 1 866 558 2273.
- Rendez vous dans une boutique TELUS.

¹ Plus les frais pour le service d'urgence 911 exigés par les gouvernements provinciaux ou municipaux en Nouvelle-Écosse (43 ¢), à l'Île-du-Prince-Édouard (50 ¢), au Nouveau-Brunswick (50 ¢), en Saskatchewan (52 ¢) et au Québec (40 ¢).

² Les forfaits de 30 jours expirent à la fin des 30 jours et sont configurés de façon à se renouveler automatiquement tous les 30 jours par défaut. Les options Payez à la journée sont automatiquement renouvelées à moins et le prix des options est déduit du solde du compte prépayé. Les clients peuvent annuler le renouvellement automatique en composant #123 à partir de leur appareil ou en accédant à leur compte à telusmobility.com. Les forfaits sont offerts uniquement aux clients qui disposent d'un solde inférieur à 30 jours, la date d'expiration du solde sera reportée de sorte que le forfait et le solde du client puissent être renouvelés le même jour. Le tarif de 20 ¢ la minute ne s'applique pas aux clients au forfait Payez à la journée.

³ Appels locaux illimités le week-end: du vendredi 18 h au lundi 7 h. Appels locaux illimités en soirée et le week-end: en soirée du lundi au vendredi de 18 h à 7 h et le week-end du vendredi 18 h au lundi 7 h.

⁴ Les messages des services Privilage et les abonnements au contenu ne sont pas compris dans ce forfait. Des frais additionnels de 15 ¢ seront facturés pour les textes ou pièces jointes envoyés hors du Canada et des E.-U. Les clients dont le téléphone ne peut afficher de messages vidéo ou photo recevront un texte comprenant une adresse web leur permettant de visualiser la photo ou la vidéo. Les services de messagerie photo et vidéo avec les appareils BlackBerry sont offerts seulement dans le cadre d'un forfait BlackBerry.

⁵ L'option n'est pas offerte aux clients qui utilisent un appareil BlackBerry.

⁶ Le tarif de 2 \$ le Mo ne s'applique qu'aux clients 402. Le tarif applicable aux clients CDMA est de 10 ¢ la page. Les services de données payables à l'usage sont incompatibles avec les appareils BlackBerry.

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Téléphones Voix Mike

Forfaits Forfaits Promotionnels Simplicité Pro

Internet Mobile Internet mobile

Options Service prépayé

Offres promotionnelles

Soutien

Apporter des modifications à votre appareil

Ouvrez une session dans votre compte pour apporter des modifications à votre appareil actuel.

[Entrer](#)

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English 中文 中文

Politique de vie privée Centre de services adaptés Avis juridiques Forfaits telusconcord.com | H. Votre avis?

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⁹⁶ Screenshot from Telus' Web site, on October 23, 2012, in the "Plans" section, "Prepaid" subsection.

v) Pricing and functioning of Blackberry Internet access plans and options

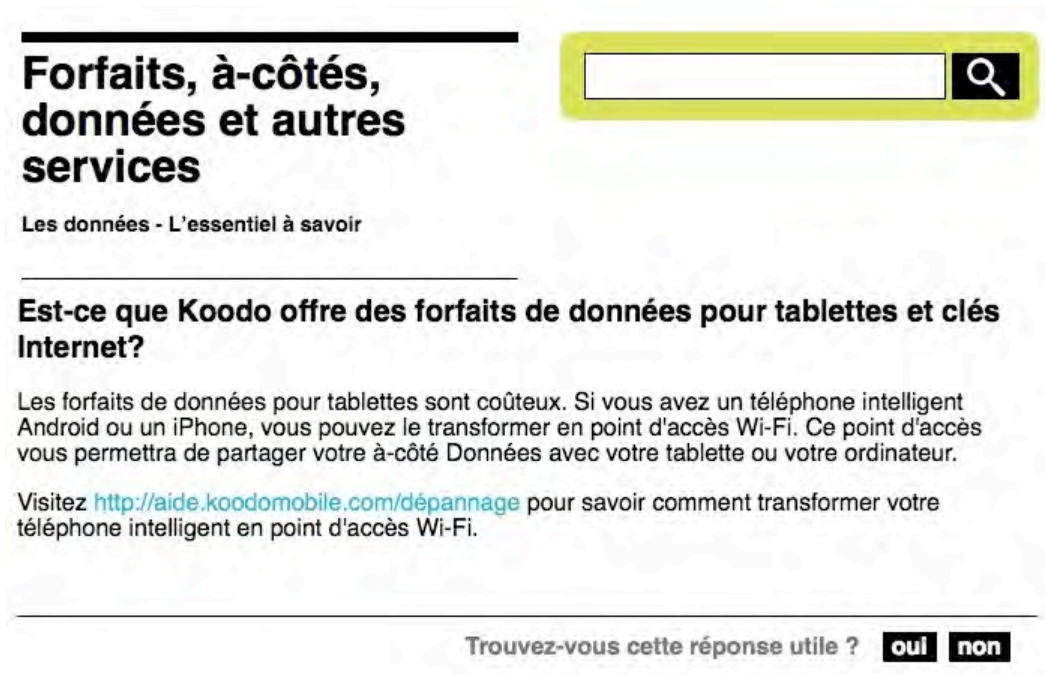
Even if the primary purpose of the present study is to examine the mobile Internet access services that include typical usage limits, we believe that the nature of Blackberry services, for which the limits are focused more on the content than on the bandwidth consumption, deserve a somewhat summary treatment. Just like prepaid services, the terms and conditions of service for Blackberry data options are generally not clear. Mentions on access restrictions are usually confined to a section at the bottom of pages or on legal notices.

vi) Pricing and functioning of data sharing between various devices

Terms and conditions of service related to the sharing of limited mobile Internet access between various devices are, once more, extremely variable from one provider to another. In fact, as shown below, some providers encourage sharing between devices to avoid paying charges for a new data plan, suggesting the use of a smart phone as a wireless modem, whereas others warn the consumer against the risk of paying excess data charges following the sharing of data on various devices, whereas others, still, forbid data sharing between devices and sell shared mobile Internet options and/or bill excess charges for sharing a data option between several devices.

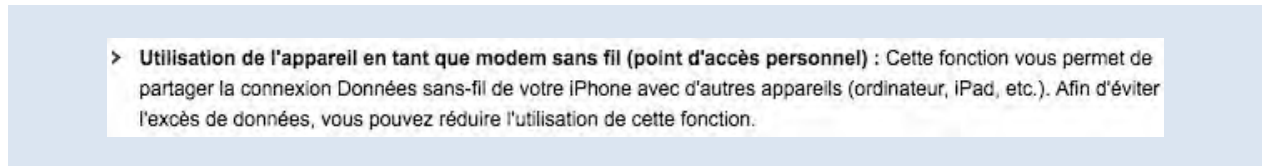
Generally, on Web pages explaining all the options, all service providers display this kind of specification (authorized data sharing or not, and applicable excess charges) in footnotes or on legal provisions pages. We have reproduced, among other things, an example of a footnote mention (in a section that is reduced by default) plus a data sharing option that includes multiple data sharing options which have to be respected. As for brochures, it may occur that the information is not at all accessible. It must be concluded that, not only the usage conditions of data sharing are extremely variable, but the nature and methods employed to inform the consumer on this subject are also extremely variable.

Figure 29
Information on shared data: Koodo⁹⁷



And this excerpt from Fido's Web site...

Figure 30
Information on shared data: Fido⁹⁸



⁹⁷ Excerpt from a screenshot made on the Koodo Mobile Web site, on October 28, 2012, in the "Help" section.

⁹⁸ Small excerpt from a screenshot from Fido's Web site, on October 31, 2012, in the "Help" section.

Figure 31
Shared data policy: Bell⁹⁹

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Promotion - Bell Mobilité

Partagez vos données pour aussi peu que 10 \$/mois.

Vous pouvez maintenant partager les données de votre forfait Voix et données avec d'autres appareils mobiles (jusqu'à quatre).

Choisissez d'abord un forfait Voix et données assorti d'au moins 1 Go de données (pour votre téléphone intelligent). Ensuite, vous pourrez partager l'utilisation de ces données avec votre tablette et/ou votre clé Turbo moyennant 10 \$/mois de plus par appareil.

Pour vous abonner et tirer le maximum de vos données, visitez un [magasin Bell](#).

Prix : forfait Voix et données	Prix : appareil supplémentaire	Données	Minutes locales en tout temps
63 \$/MOIS	10 \$/MOIS	1 Go	200
83 \$/MOIS	10 \$/MOIS	3 Go	1000

Voir tous les appareils

Conditions de l'offre

À jour en date du 16 juin 2012. Offert aux nouveaux clients et aux clients existants du service postpayé, liés par un contrat de 30 jours ou de 36 mois et abonnés à un forfait Voix et données sur À partager admissible avec une option de données d'au moins 1 Go. Au plus, cinq appareils peuvent être inscrits au forfait Voix et données sur À partager et 15 appareils au forfait Voix et données sur Petite entreprise À partager. Chaque compte doit compter au moins un téléphone intelligent; les appareils ajoutés à un forfait de données À partager doivent être des clés Turbo ou des tablettes de Bell. Les services sont offerts à l'intérieur des zones de couverture de Bell Mobilité, là où la technologie le permet. Des frais d'interurbain et d'itinérance (y compris les taxes étrangères) peuvent s'appliquer à l'extérieur de votre zone d'appels. D'autres frais mensuels, p. ex., les frais d'accès au service 9-1-1 (Québec : 0,40 \$, Nouveau-Brunswick : 0,55 \$, Nouvelle-Écosse : 0,43 \$, I.-P.-É. : 0,50 \$), ainsi que des frais uniques d'activation d'appareil (35 \$) s'appliquent. Des frais (2 \$/mois) relatifs à la facture papier s'appliquent, à moins que vous ne vous inscriviez à la facture électronique et que vous n'annuliez la facture papier. En cas de résiliation anticipée, des frais d'ajustement du prix s'appliquent; consultez votre entente de service pour obtenir les détails. Les offres sont indiquées sous réserve de changements sans préavis. Taxes en sus. D'autres conditions s'appliquent. Sur les appareils compatibles.

© Bell Canada, 2012. Tous droits réservés.

⁹⁹ Screenshot from Bell's Web site on November 4, 2012. We have circled the illegibility criteria and terms and conditions of service applicable to mobile Internet sharing that appeared in the collapsed section by default which opened while we were surfing.

vii) Price of mobile data consumed while in roaming

Just as the data fees on exceeding usage, roaming data fees and the general terms and conditions related to the use of mobile Internet in roaming are indicated at least in a summary way by service providers, but the visibility of the information is variable from one provider to another, and from one Web page to another. Of course, roaming data fees and limited access options to a roaming cellular network are priced in a variable way, depending on the region where the consumer will travel. For that reason, when the notice on roaming fees is accessible on the page describing wireless plans or options, there's often a single reference to the fees applicable in the United States. Most often, one has to refer to other footnotes to learn the existence of these very fees.

As an example, Rogers displays, among other things, the mention below, in a page (reduced by default) that describes the terms and conditions of service, located in its section that describes the various plans offered by the company.

10. L'utilisation supérieure au lot de données fournies est facturée à 0,02 \$ le Mo. Des frais de 0,006 \$ le ko s'appliquent pour la transmission de données en itinérance aux États-Unis et de 0,03 \$ le ko en itinérance internationale¹⁰⁰.

Another example on the following page reveals the room allocated on Web pages describing the services offered, to applicable roaming fees. Here again, the information was confined to a section collapsed by default.

¹⁰⁰ NB: Noted when we made screen shots on Rogers website, October 28, 2012.

Figure 32
Mobile roaming data: mention from Fido¹⁰¹

fido Client existant, ouvrez une session

Quoi de neuf L'AVANTAGE Fido FidoPARTAGE English Panier 0 Article par ex. "FidoDOLLARS"

Magasinez Soutien Mon Compte

Promotions Téléphones et appareils **Forfaits** Prépayé Cartes SIM Accessoires Options

Forfaits

Appareils et téléphones intelligents iPad Appareils Internet sans fil Forfaits Prépayés

Forfait Données Fido pour iPad

Nous vous offrons les frais d'activation¹
Un crédit au montant des frais d'activation sera porté à votre facture.

Avec une connexion sécurisée haute vitesse, profitez de votre tablette où que vous soyez sur les réseaux 4G HSPA+ ou LTE¹ de Fido.

Vous accumulerez des FidoDOLLARS^{MC} aussi.

Forfaits Données flexible	Par mois ²
Jusqu'à 150 Mo	10 \$
Jusqu'à 1 Go	25 \$
Jusqu'à 5 Go	35 \$

Données additionnelles: 0,02 \$/Mo

Le forfait à tarif variable s'ajuste automatiquement à votre utilisation réelle d'Internet sans fil. Chaque mois, un montant minimal de 10 \$ sera porté à votre facture.

Il est possible d'acheter le forfait Données Fido pour iPad dans les magasins Fido d'un bout à l'autre du pays ou en communiquant avec notre Service à la clientèle au 1 888 481 3436. Trouvez le **magasin Fido** le plus près de chez vous

Pour en savoir plus sur la **LTE**.

Profitez d'une connexion Internet rapide grâce au réseau LTE de Fido¹

Cartes Micro SIM

Pour se connecter aux réseaux sans-fil HSPA+ 4G ou la LTE de Fido, l'iPad requiert une Carte Micro SIM LTE de Fido. Les clients peuvent s'en procurer une sur le site fido.ca ou en se rendant dans l'un de nos magasins.

Acheter une Carte SIM

Achat d'un iPad

Vous ne pouvez vous procurer l'iPad que dans un magasin Apple, sur le site web d'Apple et chez un revendeur Apple autorisé.

Magasins Apple

Comment configurer mon forfait Fido pour mon iPad?

1. Insérez votre carte Micro SIM, préalablement activée, dans le tiroir de carte SIM de votre iPad et allumez ensuite le iPad.
2. Si ce n'est pas déjà fait, effectuez la configuration de démarrage standard de votre iPad.

Vous pouvez maintenant commencer à utiliser votre iPad sur le réseau Fido.

Voir tous les détails PRINT

Les offres peuvent être modifiées sans préavis.

¹Aucun frais d'activation: L'offre se termine le 31 décembre 2012. Valide dans le cadre d'une nouvelle mise en service sur un forfait mensuel sans Entente Fido. Un crédit au montant des frais de mise en service de 35 \$ sera porté à votre première facture.

1. Le réseau LTE de Fido est offert dans certaines villes canadiennes. Détails sur fido.ca/couverture. La vitesse réelle peut varier selon l'appareil, la topographie, les conditions environnementales, la congestion du réseau et d'autres facteurs.

2. Accumulez des FidoDOLLARS selon les frais admissibles facturés et payés sur votre compte. Les FidoDOLLARS ne sont pas monnayables et ne peuvent être remboursés ni crédités au compte. Sous réserve des modalités du programme FidoRÉCOMPENSES

3. Le forfait Données flexible ne s'applique qu'aux tablettes iPad achetées au Canada à une boutique Apple Store ou chez un revendeur Apple autorisé. Carte micro SIM de Fido requise. Données additionnelles: 0,02 \$ le Mo. Des frais de transmission de données de 0,03 \$ le ko s'appliquent en itinérance (3 \$ le Mo aux États-Unis), volume minimal de 20 ko (1 ko aux États-Unis).

^{MC}Fido & dessin, FidoDOLLARS et Fido à l'écoute sont des marques de commerce utilisées par Fido Solutions. Apple, le logo d'Apple, iPad, iPod, iTunes et Mac sont des marques de commerce d'Apple Inc., déposées aux États-Unis et dans d'autres pays. iPhone et Multi-Touch sont des marques de commerce d'Apple Inc. iPod et iTunes permettent seulement de faire des copies légales ou autorisées par les titulaires des droits d'auteur. Ne volez pas la musique. Les autres marques et logos sont des marques de commerce de leurs titulaires respectifs.

Activez votre Fido À propos de nous Points de vente Carrières Modalités de service Fido Vie privée Contactez-nous Communauté technique Fido Besoins particuliers Carte du Site

SUIVEZ-NOUS SUR [Facebook] [Twitter] [Google+] [YouTube]

Norton

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¹⁰¹ Screenshot made on October 31, 2012 on Fido's Web site in the "Plans" section, "iPad" subsection.

In short, if the consumer doesn't consult Web site sections on network covering, it is most probable that he/she will not be aware of prices and conditions applicable to the use of his/her device in roaming, and he/she will not be advised either of the few options offered that could limit roaming fees, service like "passeport données" that provide limited roaming access at lower prices than these by default. Some providers multiply, at the present time, initiatives to publicize these offers, but, in most cases, these options are still displayed in sections separate from these where plans are still advertised, with a variable presence of internal links inviting the consumer to assess them.

In fact, to have access to detailed information on pricing and options offered, one must usually consult the sections related to long distance or network covering; these sections being related to pages explaining various plans or they are in the FAQs or in the Help or Support sections. Let's say, however, that at times, we see suggestions that don't necessarily serve the consumers' wallet: we have reproduced in the following figures a meaningful example where the provider makes somewhat ridiculous proposals to consumers who definitely wish to benefit from their Canadian provider's prices abroad¹⁰². The provider actually suggests to owners of devices that would not be compatible with provider networks abroad, to rent a device upon arrival and to insert a SIM card from the Canadian provider in that new device to benefit from roaming rates from the Canadian provider, rather than benefit from more cost-effective prices from a foreign provider!

¹⁰² Screenshot from Koodo Mobile's Web site, on October 28, 2012.

Figure 33
Mobile data consumed in roaming: Koodo¹⁰³

Couverture, interurbains et déplacements

Au Canada

Si vous ne profitez pas présentement d'un forfait Canada Mur-à-mur, des frais interurbains s'appliquent lorsque vous faites, ou vous recevez, un appel pendant que vous êtes à l'extérieur de votre zone d'appel locale. Des exceptions s'appliquent. Pour les détails sur les frais interurbains, cliquez ici.

Lors de vos déplacements aux É.U. continentaux, à Hawaï et en Alaska

Si vous ne profitez pas présentement d'un forfait Canada Mur-à-mur, des frais interurbains s'appliquent lorsque vous faites, ou vous recevez, un appel pendant que vous êtes à l'extérieur de votre zone d'appel locale. Si vous voyagez aux États-Unis, vous aurez besoin d'un de nos à-côtés d'itinérance aux États-Unis. À partir de seulement 10\$ (plus taxes), vous pouvez choisir parmi des minutes d'appel en tout temps aux É.-U., des textos aux É.-U. et des données aux É.-U.

Comment puis-je ajouter un à-côté d'itinérance aux É.-U. à mon compte?

En passant, ces à-côtés ne sont pas disponibles au Libre-service Koodo ou dans les Boutiques Koodo.

Tous les à-côtés d'itinérance aux États-Unis peuvent être ajoutés sans coût à votre compte. Vous n'avez qu'à taper un code simple à 4-545. Assurez-vous d'un bon signal dès le début de votre séjour.

Par exemple : Pour obtenir les textos limités pour 3 jours à seulement 10\$, tapez 3TEXTOS à 4545.

Option	Contenu	Durée	Coût	Code
Textos limités en itinérance aux É.-U.	Textos limités	10\$	10\$	3TEXTOS
Appels en itinérance aux É.-U.	25 minutes en tout temps	10\$	10\$	APPPEL5
Données en itinérance aux É.-U.	25 Mo	10\$	10\$	DOONNE5
à l'itinérance limitée	Textos limités	10\$	10\$	3TEXTOS
à l'itinérance limitée	25 minutes en tout temps	10\$	10\$	APPPEL5
à l'itinérance limitée	Textos limités et données	10\$	10\$	3TEXTOS

Mes à-côtés sont valides pour combien de temps?

À-côtés de 3 jours : Vous pouvez commencer à utiliser ces à-côtés dès l'achat, jusqu'à 23h59, 3 jours après la date d'achat.

- Par exemple : si vous achetez cet à-côté le jeudi, à 11h00, il commencera à fonctionner à 23h59, vous pourrez l'utiliser jusqu'au dimanche, à 23h59.

À-côtés de 30 jours : Vous pouvez commencer à utiliser ces à-côtés dès l'achat, jusqu'à 23h59, 30 jours après la date d'achat.

- Par exemple : si vous achetez cet à-côté le 1er juillet, à 11h00, il commencera à fonctionner à 23h59, vous pourrez l'utiliser jusqu'au 31 juillet, à 23h59.

Frais d'itinérance sans a-côté É.-U. :

Option	Contenu	Coût	Code
É.-U. itinérance, à Hawaï et en Alaska	1.00\$	10\$	0.02\$ message

Les minutes utilisées lors de vos déplacements aux É.U. sont facturées séparément par rapport à vos minutes incluses dans votre forfait.

À l'extérieur du Canada et des États-Unis

Pour utiliser votre téléphone Koodo avec votre carte SIM à l'extérieur du Canada et des États-Unis, il faut ajouter les services d'itinérance internationale à votre compte. Vous pouvez le faire en ajoutant l'option Appels interurbains internationaux pour 2 \$/mois, puis l'itinérance internationale via qui vous permettra de recevoir un signal vocal et de faire des appels. Si vous préférez utiliser la transmission de données (web, courriels et applications) retournés à l'écran des options et ajoutez l'itinérance internationale données. Les tarifs des services payables à l'utilisation sont applicables et vous en serez avisés par SMS à votre arrivée à destination. Les options d'itinérance internationale voix et d'itinérance internationale données sont assujetties à l'approbation de crédit au moment de l'activation.

Nouveaux tarifs d'itinérance internationale

Il est plus facile et abordable que jamais de voyager avec un téléphone Koodo grâce à nos nouveaux tarifs d'itinérance internationale de transmission de la voix et des données.

À partir du 11 Mars 2012, les tarifs payables à l'utilisation qui suivent seront en vigueur. Voir les liens ci-dessous des tarifs pour les services payables à l'utilisation. Vous cherchez cette réponse mais pour Koodo Philippines? Cliquez ici.

Option	Contenu	Coût	Code
É.-U. itinérance, à Hawaï et en Alaska	1.00\$	10\$	0.02\$
Europe occidentale, Mexique, Océanie	1.00\$	14\$	0.02\$
Indonésie, Amérique latine, Corée, Afrique	2.00\$	19\$	0.02\$
Asie	2.00\$	19\$	0.02\$

Vérifiez avant de partir

Lorsque vous utilisez les services de fournisseurs internationaux, il est possible que certains services soient différents et offerts sur des fréquences différentes.

En Amérique du Nord, les téléphones Koodo sont compatibles avec les fréquences HSPA 850/900/1800/1900 MHz. Si le fournisseur du pays visité offre pas la même fréquence, il est possible que votre téléphone ne fonctionne pas sur son réseau. Si des fréquences dans le pays visité sont incompatibles, vous devrez alors louer un téléphone auprès d'un fournisseur de service local. Vous pourrez alors utiliser votre carte SIM Koodo dans de téléphone loué accéder au réseau d'une entreprise partenaire et obtenir les tarifs d'itinérance internationaux plus haut.

Pour tous les détails sur la couverture et les tarifs d'itinérance, sélectionnez votre téléphone Koodo ou votre réseau, puis un pays proposé dans le menu déroulant.

Note : Vous pouvez utiliser votre téléphone Koodo Philippines partout au Canada, mais pas à l'extérieur du pays.

Choisissez votre type de réseau : HSPA CDMA Autre (non recommandé)

Choisissez le pays que vous appelez de ?

Pays :

¹⁰³ Ibid.

Figure 34
Mobile data consumed in roaming: Koodo (gros plan)¹⁰⁴

Vérifiez avant de partir

Lorsque vous utilisez les services de fournisseurs internationaux, il est possible que certains services soient différents et offerts sur des fréquences différentes.

En Amérique du Nord, les téléphones Koodo sont compatibles avec les fréquences HSPA 850/900/1800/1900 MHz. Si le fournisseur du pays visité n'offre pas la même fréquence, il est possible que votre téléphone ne fonctionne pas sur son réseau. Si les fréquences dans le pays visité sont incompatibles, vous pourrez sans doute louer un téléphone auprès d'un fournisseur de service local. Vous pourrez alors utiliser votre carte SIM Koodo dans ce téléphone loué, accéder au réseau d'une entreprise partenaire et obtenir les tarifs d'itinérance mentionnés plus haut.

Pour tous les détails sur la couverture et les tarifs d'itinérance, sélectionnez votre téléphone Koodo ou votre réseau, puis un pays proposé dans le menu déroulant.

Note: Vous pouvez utiliser votre téléphone Koodo Prépayé partout au Canada, mais pas à l'extérieur du pays.

viii) Prices for optional services using transfer of roaming data

It seemed relevant to mention some particular options that, in roaming, are not billed the same way. In fact, as mentioned in our summary on the functioning of mobile Internet pricing, some services, in particular, photo and audio messaging and on mobile TV options, may be priced differently when a consumer uses her/his device in roaming. These services need a data transfer. Usually, when they are used in Canada, these services don't generate data transmission fees, but the situation is totally different in roaming. In fact, unlimited messaging options in Canada and mobile TV options priced by the hour on a monthly basis are all at once, when in roaming, priced at the usage according to the megabytes consumed; something the consumer is, of course, not used to. We underline that these kinds of details, when they are indicated by the providers, are located in local sections or as additional information at the bottom of a page, or in Web page sections that are collapsed by default, which makes it mostly improbable for a consumer to be read them. We reproduce, below, some somewhat catastrophic examples.

¹⁰⁴ *Ibid.* Detail from previous screenshot.

Figure 35
Optional services used in roaming: Virgin (page 1) ¹⁰⁵

FORFAITS

Optez pour un forfait avantageux. Tous nos forfaits comprennent des offres et accès réservés aux Membres de la part des marques les plus branchées. Visitez la [Loge des Membres](#).

aller à :
TÉLÉPHONES AJOUTS OFFRES D'ENFER

APERÇU FORFAITS POUR TÉLÉPHONE DE CHOIX FORFAITS POUR TÉLÉPHONE COMBINÉS FORFAITS POUR CLÉ DE DONNÉE ET TABLETTE FORFAITS PRÉPAYÉ

FORFAITS COMBINÉS ♥ = LES MEMBRES ADORENT

Nos forfaits combinés viennent avec une tonne de données, les textos illimités et les appels illimités après 18 h.

<p>50\$ /MOIS</p> <p>OFFRE D'UNE DURÉE LIMITÉE</p>	<p>Appels locaux 200 minutes</p> <p>Weekends et soirs dès 18 h locaux ILLIMITÉS</p> <p>BlackBerry Social ILLIMITÉ</p>	<p>Messagerie texte et photo au Canada, aux É.-U. et à l'international à partir du Canada ILLIMITÉE</p> <p>Boîte vocale 3 et afficheur INCLUS</p> <p>Appels et textos avec 10 amis ILLIMITÉS partout au Canada</p>	<p>Choisir</p> <p>Plus d'info</p>
<p>53\$ /MOIS</p>	<p>Appels locaux 200 minutes</p> <p>Weekends et soirs dès 18 h locaux ILLIMITÉS</p> <p>Utilisation de données 200 Mo Données supplémentaires à seulement 10 \$/ 100 Mo</p>	<p>Messagerie texte et photo au Canada, aux É.-U. et à l'international à partir du Canada ILLIMITÉE</p> <p>Appels et textos avec 10 amis ILLIMITÉS partout au Canada</p>	<p>Choisir</p> <p>Plus d'info</p>
<p>rempli à fond 63\$ /MOIS</p> <p>♥</p>	<p>Appels locaux 200 minutes</p> <p>Weekends et soirs dès 18 h locaux ILLIMITÉS</p>	<p>Messagerie texte et photo au Canada, aux É.-U. et à l'international à partir du Canada ILLIMITÉE</p>	<p>Choisir</p> <p>Plus d'info</p>

¹⁰⁵ Screenshot from Virgin Mobile's Web site, on October 29, 2012.

Figure 36
Optional services used in roaming: Virgin, page 2 (more info)¹⁰⁶

The screenshot shows the Virgin Mobile website interface. At the top, there are navigation links for 'BOUTIQUE', 'AIDE', and 'LOGE DES MEMBRES'. The main heading is 'FORFAITS'. Below it, there are several tabs: 'APERÇU', 'FORFAITS POUR TÉLÉPHONE DE CHOIX', 'FORFAITS POUR TÉLÉPHONE COMBINÉS', 'FORFAITS POUR CLÉ DE DONNÉE ET TABLETTE', and 'FORFAITS PRÉPAYÉ'. The 'FORFAITS COMBINÉS' tab is selected, and a pop-up window is displayed over it. The pop-up window has a title '50\$ /MOIS' and a list of features and limitations. Two items in the list are highlighted with red boxes: 'La messagerie texte et photo illimitée ne s'applique qu'aux textos envoyés à partir du Canada...' and 'Les frais courants d'itinérance à l'extérieur du pays et d'interurbains internationaux s'appliquent.' Below the list, there are two sections: 'SOIRS ET WEEKENDS' and 'AUCUNS FRAIS SOURNOIS'.

50\$ /MOIS

- Portez jusqu'à 500 à votre **SuperBalance^{MC} Virgin Mobile** avec ce forfait.
- Branchez jusqu'à 5 personnes sur le même compte avec mesAmis et obtenez les appels illimités entre vous.
- Des frais d'activation unique de 35 \$ s'appliquent pour chaque ligne.
- Les messages entrants (de n'importe où) sont gratuits.
- La messagerie texte et photo illimitée ne s'applique qu'aux textos envoyés à partir du Canada. Les messages texte envoyés à l'intérieur des États-Unis ou à l'international, les messages texte de luxe, les alertes par texto, les messages envoyés avec une application de messagerie instantanée et les messages commutés ne sont inclus dans aucun forfait et entraînent des frais supplémentaires.
- Tous les forfaits combinés comprennent l'appel en attente, la conférence à trois et le transfert d'appel. De plus, grâce au Transfert sans frais, vous pouvez modifier votre forfait gratuitement une fois par mois.
- Les minutes locales supplémentaires coûtent 45 ¢/minute. Les frais pour les appels interurbains au Canada et aux États-Unis sont de 45 ¢/min en plus de votre tarif local à la minute.
- Les frais courants d'itinérance à l'extérieur du pays et d'interurbains internationaux s'appliquent.
- Les frais mensuels suivants s'appliquent dans certaines provinces pour les services d'urgence 911 : N.-B. (53 ¢), N.-É. (43 ¢), Î.-P.-É. (50 ¢), Sask. (62 ¢) et QC (40 ¢).
- Les appels illimités durant le weekend commencent le vendredi à 18 h jusqu'à 7 h le lundi.
- BlackBerry Social illimité comprend Facebook^{MD}, Twitter^{MC}, MySpace^{MD}, BlackBerry^{MD} Messenger, Windows Live^{MC} Messenger.

SOIRS ET WEEKENDS
Soirées illimitées de 6 h à 7 h
Toute la journée les sam. et dim.

AUCUNS FRAIS SOURNOIS
Aucuns frais bidon, aucuns frais supplémentaires, aucun mensonge. Juré craché.

¹⁰⁶ Ibid. Window "More Info"

Figure 37
Optional services used in roaming: Rogers, page 1¹⁰⁷

FORFAIT	DESCRIPTION	PREX
Régie sur l'écoute de la radio	Le service Régie sur l'écoute de la radio vous permet d'écouter 10 stations FM de musique sans publicité ainsi que les stations locales de tout le pays, et ce, où que vous soyez.	3,00 \$/mo SÉLECTIONNER
Trouvez l'itinéraire	Ce forfait formidable comprend le service Turnstile ET deux tentatives CHARGÉ mois (ajouté à votre forfait Vols pour 3 à par mois).	3,00 \$/mo SÉLECTIONNER
Service Turnstile	Pour 1 dollar par mois, vous obtenez le service Turnstile et la première tentative est GRATUIT (ajouté à votre forfait Vols pour 1 \$ par mois).	1,00 \$/mo SÉLECTIONNER
Forfait accès Internet tablette pour sans-fil et PC	Accès Internet tablette pour sans-fil et PC	10,00 \$/mo SÉLECTIONNER
Forfait accès Internet tablette pour PC	Accès Internet tablette [®] pour PC	5,00 \$/mo SÉLECTIONNER
Régie sur l'écoute de la radio	Écoutez 20 stations de radio satellite XM, de la musique en plus de nouvelles, de sports et d'informations de divertissement.	15,00 \$/mo SÉLECTIONNER
TV, Vidéo et Radio sur demande	Profitez de tous vos avantages Les services TV, Vidéo et Radio sur demande vous permettent non seulement de regarder en continu des centaines de programmes vidéo de grande qualité et centaines d'heures de télévision, mais aussi d'écouter 20 stations XM ainsi que les radios locales de tout le pays.	25,00 \$/mo SÉLECTIONNER
Minimise Box Office	Participez le fait de concerts et achetez des billets à partir de votre ordinateur ou de votre sans-fil Rogers.	COMMENT ACHETER
Application sans-fil TransportsPorte	Obtenez à la fois l'abonnement Regard [®] , vous pouvez regarder des émissions sportives et des nouvelles en direct ainsi que vos émissions préférées directement sur votre sans-fil, où que vous soyez.	COMMENT ACHETER
La sportive tablette [®] transforme votre tablette en un lecteur sans-fil. Vous pouvez imprimer votre musique et la télécharger GRATUITEMENT dans votre sans-fil Rogers. Accédez des actualités et télécharguez les contenus de vos autres appareils ET utilisez automatiquement à la fois votre sans-fil Rogers et votre sans-fil Rogers, vous pouvez vous procurer des billets pour les événements de concert de Live Nation [®] et de, sans frais de service.	COMMENT ACHETER	
Vidéo sur demande	Visitez des vidéos de ce que vous aimez. Choisissez parmi des centaines de vidéos en continu de grande qualité: émissions télévisées, vidéos, films sportifs et plusieurs autres.	COMMENT ACHETER
City TV VIDEO	L'application CityTV Vidéo vous permet de partager vos choix de vidéos, d'obtenir des renseignements sur vos émissions préférées, de regarder vos émissions préférées, de consulter le plus récent horaire des émissions, d'être informé lorsque de nouvelles vidéos sont disponibles, et de faire le suivi de ce que vous avez déjà regardé.	COMMENT ACHETER
COULEUR et	Surfer en toute tranquillité d'esprit de ce qui provient en couleur, une image haute ou un aperçu enroulé uniquement par le trousseau de la couleur d'écran de votre BlackBerry.	COMMENT ACHETER
MON COMPTE	Gérez votre compte de sans-fil à l'aide de votre iPhone, de votre téléphone intelligent BlackBerry ou de votre appareil sans-fil compatible.	COMMENT ACHETER
ROGERS NAVIGATOR	Le navigateur Rogers transforme votre appareil en un navigateur GPS en temps réel. Consultez à Google Maps, le navigateur Rogers fournit des indications visuelles détaillées et, en cas de mauvais temps, de votre route, à cet équipement à jour le plus précis pour remettre le conducteur sur la bonne voie.	COMMENT ACHETER
SHORTS IN THE CITY	City.com a lancé une nouvelle application qui a appelé Shorts in the City et ce site en réalité de nombreuses courts métrages amusants et originaux. L'application comprend plus de 17 émissions, 25 heures de contenu et plus de 500 vidéos de tous les genres, soit : films, vidéos, nouvelles, nouvelles et émissions.	COMMENT ACHETER
ANDROID MARKET	Basé sur l'Android Market, vous y trouvez également des centaines de jeux et applications payants. Téléchargez en toute facilité.	COMMENT ACHETER
880 NEWS	Prenez le pouls de l'actualité grâce à 880 News, votre source d'information fiable, en tout temps et tout lieu, à partir de votre téléphone intelligent BlackBerry.	COMMENT ACHETER
880 NEWS	Prenez le pouls de l'actualité grâce à 880 News, votre source d'information fiable, en tout temps et tout lieu, à partir de votre iPhone ou téléphone intelligent BlackBerry.	COMMENT ACHETER
RELU	Vous êtes assis de divertissement, d'actualités et de sport? Vous n'avez qu'à appuyer sur un bouton sans-fil. Vous pouvez accéder à tout moment à tout ce que vous aimez. Choisissez parmi plus de 250 jeux, incluant des titres les plus demandés, tels que Block Shifter, Pac-Man et plusieurs autres.	COMMENT ACHETER
108 NEWS	Prenez le pouls de l'actualité grâce à 108 News, votre source d'information fiable, en tout temps et tout lieu, sur le réseau de Rogers à partir de votre BlackBerry.	COMMENT ACHETER
RADIO DE ROGERS	Écoutez nos stations de radio préférées, partout où vous allez! Ce service est offert en simultané sur Internet de Rogers Sans-fil.	COMMENT ACHETER
SPORTNET	L'application sans-fil Sportnet vous permet d'accéder en direct à la couverture de vos événements sportifs favoris.	COMMENT ACHETER
TODAY'S FASHION GIFT FINDER	La nouvelle application de recherche de cadeaux de la magazine Today's Paradise pour iPhone, iPad et d'Android est arrivée.	COMMENT ACHETER
ZOOMPASS	Zoompass est un moyen facile d'envoyer, de recevoir et de télécharger de l'argent à l'aide de votre sans-fil de Rogers. Transmettez et recevez.	COMMENT ACHETER
App Store d'Apple	Descouvrez des dizaines de milliers d'applications qui vous permettent d'en faire davantage avec votre iPhone. Choisissez parmi des centaines d'applications pour les jeux, les affaires, les finances et la maison familiale.	COMMENT ACHETER
HOCKEY CENTRAL	Hockey Central, le réseau populaire de Sportsnet, est la source pour toutes les nouvelles et analyses sur le hockey nord-américain. La deuxième application compatible avec iOS de Sportsnet propose des ligues, des nouvelles, des statistiques, des commentaires, des résultats en direct et encore plus d'information concernant la LNH et le hockey junior!	COMMENT ACHETER
MACLEAN'S	La magazine canadienne Maclean's présente son application iPad. Facile à télécharger, téléchargement, téléchargement et contenu ainsi que les analyses qui ont rendu les médias plus que jamais pertinents en ce jour.	COMMENT ACHETER
Régie sur l'écoute de la radio	Écoutez vos émissions de radio préférées à partir de votre sans-fil. Choisissez plus de 20 chaînes, avec interruptions musicales, sport, nouvelles, divertissement et radio locale.	COMMENT ACHETER

¹⁰⁷ Screenshot from Rogers' Web site, on October 28, 2012.

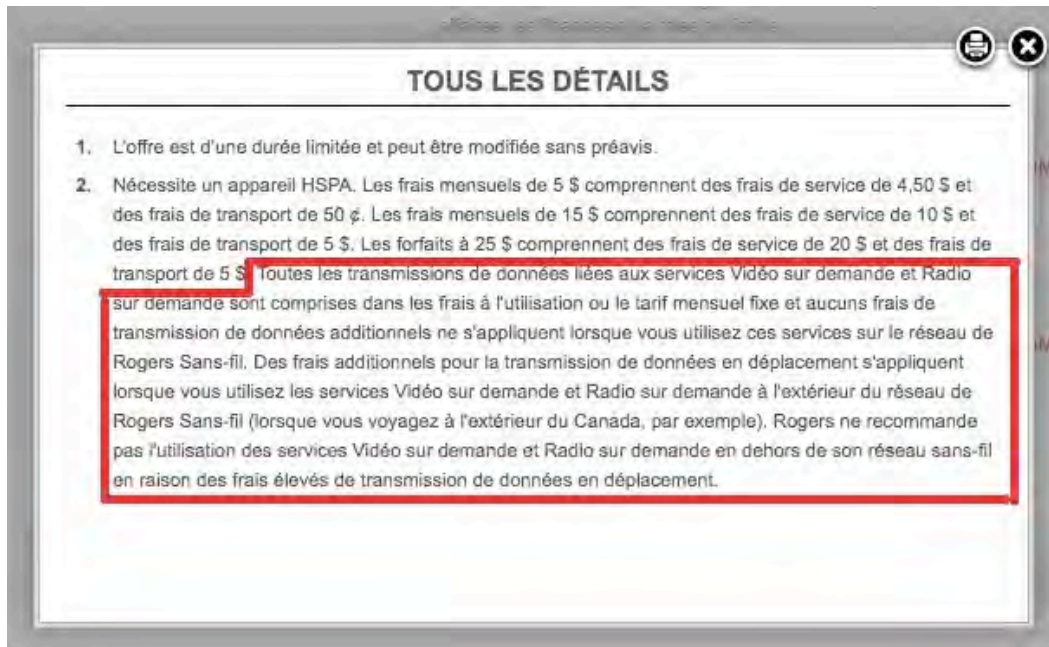
Figure 38
Optional services used in roaming: Rogers, page 2 (all details)¹⁰⁸

TOUS LES DÉTAILS

1. L'offre est d'une durée limitée et peut être modifiée sans préavis.
2.
 - 1. Services en appel vocal, Les frais mensuels de 5 \$ comprennent des frais de service de 3.00 \$ et des frais de transport de 5¢. Les frais mensuels de 10 \$ comprennent des frais de service de 10 \$ et des frais de transport de 5¢. Les frais de 20 \$ comprennent des frais de service de 20 \$ et des frais de transport de 5¢. Toutes les transmissions de données sont au service fixe et assurez-vous que les frais de transmission de données additionnelles ne dépassent jamais plus de 50¢ par minute.
 - 2. Services de données, Les frais de service de 5 \$ comprennent des frais de service de 5 \$ et des frais de transport de 5¢. Les frais de 10 \$ comprennent des frais de service de 10 \$ et des frais de transport de 5¢. Les frais de 20 \$ comprennent des frais de service de 20 \$ et des frais de transport de 5¢. Les frais de 30 \$ comprennent des frais de service de 30 \$ et des frais de transport de 5¢. Les frais de 40 \$ comprennent des frais de service de 40 \$ et des frais de transport de 5¢. Les frais de 50 \$ comprennent des frais de service de 50 \$ et des frais de transport de 5¢. Les frais de 60 \$ comprennent des frais de service de 60 \$ et des frais de transport de 5¢. Les frais de 70 \$ comprennent des frais de service de 70 \$ et des frais de transport de 5¢. Les frais de 80 \$ comprennent des frais de service de 80 \$ et des frais de transport de 5¢. Les frais de 90 \$ comprennent des frais de service de 90 \$ et des frais de transport de 5¢. Les frais de 100 \$ comprennent des frais de service de 100 \$ et des frais de transport de 5¢.

¹⁰⁸ Ibid. Window "All details".

Figure 39
Optional services used in roaming:
Rogers, page 3 (all details – close-up)¹⁰⁹



3.4.4 About the functioning of mobile Internet

A) ACTIVATION/DEACTIVATION OF MOBILE DATA

In the documentation we consulted, we found only rare mentions about the default activation of the mobile Internet access on the devices. In the paper documentation, this information was almost inexistent. Sometimes, this information may be communicated, on Web sites, in sections proposing *support* or in FAQs. We question, however, the number of times that a consumer will visit these pages before purchasing a smart device, even if it is his/her first one. Furthermore, even in FAQs, this type of information on mobile data is displayed with variable visibility; certain providers will even refer consumers to the manufacturer's User Guide to get information on how to deactivate mobile data, despite the fact that certain basic instructions are common to a variety of smart devices. Sometimes, this information is even blanked out by service providers.

We reproduced an example of Web page where a provider advises to deactivate roaming data to avoid surprise bills. If the intention is good, the location of the information doesn't guarantee the fact that it will definitely be transmitted.

¹⁰⁹ *Ibid.* Close-up of the "All details" window.

Figure 40
Activation/deactivation of mobile data: Virgin, page 1¹¹⁰

The screenshot shows the Virgin Mobile website interface. At the top, there are navigation links for 'BOUTIQUE', 'AIDE', and 'LOGE DES MEMBRES'. Below this is a search bar and a breadcrumb trail: 'MAGASIN > AIDE > COUVERTURE, INTERURBAINS ET ITINÉRAIRE'. The main heading reads 'LES MEMBRES ONT DROIT À DES VITESSES LTE ULTRA RAPIDES.' with a sub-headline 'Branchez votre tablette compatible et utilisez-la pratiquement partout où vous irez! Découvrez-en plus sur le réseau 4G LTE.' and a button 'Achetez une carte microSIM 4G LTE'.

Below the heading is a navigation menu with categories: 'CARTES DE COUVERTURE', 'TARIFS CANADIENS', 'TARIFS AMÉRICAINS', 'TARIFS INTERNATIONAL', and 'TARIFS PRÉPAYÉS'. The 'TARIFS INTERNATIONAL' category is selected.

The main content area is divided into sections:

- APPELS**: A table with columns 'QUOI' and 'CÔÛT'. It details international calling rates for Canada/US and international calls, including a note about SIM card requirements.
- TEXTOS**: A table with columns 'QUOI' and 'CÔÛT'. It details rates for sending and receiving text messages.
- DONNÉES**: A table with columns 'QUOI' and 'CÔÛT'. It details data rates for SIM cards and non-SIM cards across different zones.

On the right side, there are two promotional boxes:

- économiseur de données**: 'Besoin De Données Pour Voyager À L'international?' with a '10 \$/mois' offer.
- économisez sur les appels internationaux**: 'Optez Pour L'ajout D'économiseur D'interurbains À L'international.' with a '5 \$/mois' offer.

At the bottom, there is a footer with navigation links: 'TROUVEZ UN MAGASIN', 'PASSEZ À VIRGIN MOBILE', 'ACTIVEZ VOTRE PRÉPAYÉ', 'BOUTIQUE', 'SOUTIEN', and 'LOGE DES MEMBRES'. There are also social media icons for Twitter, Facebook, and YouTube.

¹¹⁰ Screenshot from Virgin Mobile's Web site, on October 29, 2012.

Figure 41
Activation/deactivation of mobile data: Virgin, page 2 (close-up)¹¹¹

Les données peuvent être utilisées pour le courriel personnel, la messagerie instantanée, la navigation mobile et la fonction modem.

Attention! Si vous voyagez avec votre téléphone intelligent ou votre BlackBerry, n'oubliez pas que des applications comme Facebook, Twitter, BlackBerry Messenger et le courriel utilisent des données lorsque vous êtes aux États-Unis. [Désactivez vos données en itinérance](#) si vous ne voulez pas vous retrouver avec une grosse facture.

B) NOTIFICATION ON BACKGROUND DATA CONSUMPTION

In general, consumers receive notification to tell them that smart devices may access mobile Internet without their knowledge, but only if they think about consulting a help section or FAQs, provided they are actively searching that information. There are no guarantees they will succeed in finding it, since its visibility inside these sections is extremely variable. From our desk study, we have a tendency to believe that the providers don't necessarily want the consumer to access this information before their purchase. In addition, advice offered to minimize the risk of data being consumed without their knowledge may be incomplete. Why not indicate simply that the consumer may deactivate the access to mobile when he/she is done using his/her device?

Examples of Web pages reproduced in the following pages once again show to what extent the location of such information varies from one site to another, and to what extent the choice of that location may sometimes impairs its accessibility. The first example shows that the information is quite visible, but in a help section only, whereas the second, which is also located in a help section, displays information on mobile Internet (the annotation we have circled in red, that ironically starts by: "Numerous people ignore that apps keep on functioning on device's background", and the one that is relevant and gives the necessary instructions to stop the operation in the background).

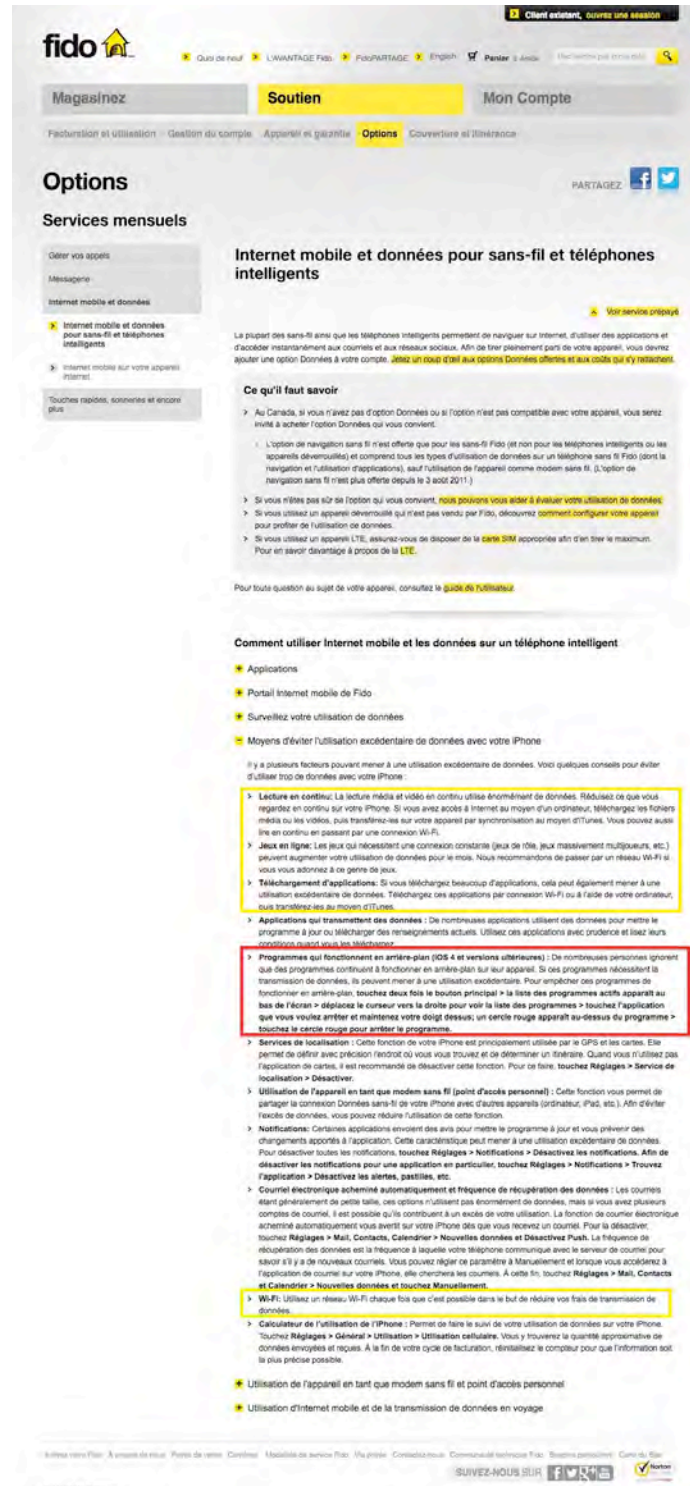
¹¹¹ *Ibid.* Detail from previous screenshot.

Figure 42
Notification of data consumption in the background: Koodo¹¹²



¹¹² Screenshot from Koodo Mobile' Web site, on October 28, 2012.

Figure 43
Notification on background data consumption:
Fido, page 1 (relevant mention is in red)¹¹³



¹¹³ Screenshot from Fido's Web site, on October 31, 2012. Annotations we circled in red are the ones about background consumption.

Figure 44
Notification on background data consumption:
Fido, page 2 (close-up on relevant information)

> **Programmes qui fonctionnent en arrière-plan (iOS 4 et versions ultérieures) :** De nombreuses personnes ignorent que des programmes continuent à fonctionner en arrière-plan sur leur appareil. Si ces programmes nécessitent la transmission de données, ils peuvent mener à une utilisation excédentaire. Pour empêcher ces programmes de fonctionner en arrière-plan, touchez deux fois le bouton principal > la liste des programmes actifs apparaît au bas de l'écran > déplacez le curseur vers la droite pour voir la liste des programmes > touchez l'application que vous voulez arrêter et maintenez votre doigt dessus; un cercle rouge apparaît au-dessus du programme > touchez le cercle rouge pour arrêter le programme.

c) INFORMATION WI-FI ACCESS
(AND EXPLANATIONS ON THE DIFFERENCES WITH MOBILE DATA)

The information offered on Wi-Fi networks to which devices can connect to access the Internet without using the provider's network, and thus is free, is extremely variable from one supplier to another. Some will only mention it in FAQs, whereas others will not hesitate to present the Wi-Fi network as a way to reduce its usage of mobile data to avoid paying excess usage fees generated by exceeding the usage limit.

Annotations in yellow from the screenshot (and enlarged below) show, for example, that Fido doesn't hesitate to advise its customers to use Wi-Fi networks to limit the fees associated to data usage.

Figure 45
Notices related to the use of Wi-Fi networks: Fido¹¹⁴

> **Lecture en continu:** La lecture média et vidéo en continu utilise énormément de données. Réduisez ce que vous regardez en continu sur votre iPhone. Si vous avez accès à Internet au moyen d'un ordinateur, téléchargez les fichiers média ou les vidéos, puis transférez-les sur votre appareil par synchronisation au moyen d'iTunes. Vous pouvez aussi lire en continu en passant par une connexion Wi-Fi.

> **Jeux en ligne:** Les jeux qui nécessitent une connexion constante (jeux de rôle, jeux massivement multijoueurs, etc.) peuvent augmenter votre utilisation de données pour le mois. Nous recommandons de passer par un réseau Wi-Fi si vous vous adonnez à ce genre de jeux.

> **Téléchargement d'applications:** Si vous téléchargez beaucoup d'applications, cela peut également mener à une utilisation excédentaire de données. Téléchargez ces applications par connexion Wi-Fi ou à l'aide de votre ordinateur, puis transférez-les au moyen d'iTunes.

> **Wi-Fi:** Utilisez un réseau Wi-Fi chaque fois que c'est possible dans le but de réduire vos frais de transmission de données.

¹¹⁴ *Ibid.* Detail.

This is also the case with Koodo, in its brochure¹¹⁵, in its Web site's FAQs. However, the company instead displays negative notices on Wi-Fi, indicating particularly, that the mobile services provider's network is secured as opposed to Wi-Fi¹¹⁶, without repeating that this could be a wise method to avoid excess usage fees.

Another example: Bell mentions in its Wi-Fi networks' brochures¹¹⁷ that the company makes available free of charge, in certain public places, Wi-Fi networks that may help limit mobile data consumption fees.

In short, the treatment of this subject by service providers is very uneven; the latter seem torn between their mercantile interests and their will to limit unpredicted fees for their customers (and to limit at the same time, cases of dissatisfaction or complaints.)

D) INFORMATION ON THE TOOLS USED TO VERIFY OR LIMIT CONSUMPTION

As explained in the section that discusses the perspective from service providers, and in the detailed answers from providers (reproduced in the Appendix), it must be concluded that WSP already offer various tools to help their customers to avoid receiving unpredicted fees on their bills. However, the document offered on usage management tools and their functioning have a variable level of comprehensiveness, depending on the service providers. Some providers have chosen these usage management tools as true selling arguments, whereas others just offer information on these tools in some FAQ sections. Their objective doesn't necessarily seem to be to inform the consumer on these tools and their functioning before they proceed with the purchase.

We would also like to mention that some tools are featured more often than others. For example, usage reports are often mentioned by providers, just as text message notifications, when available, but for tools that are a little more innovative (in particular, the maximum level of excess fees for roaming data), the information is relayed on a smaller number of Web pages.

Let's state also that the information offered on the usage management tools may sometimes be conflicting, not because of the way the information is published, but because the precise functioning of each tool may vary from one provider to the next, which could, of course, bring a certain confusion for the consumers when the switch service providers. Of course, here, we are only discussing the way the information is published, but we will come back in a subsequent section to certain similarities and differences between the usage management tools that are already available on the market.

¹¹⁵ Koodo. "Info Koodo: *Viva la mobilité libre*", brochure, valid in April 2012, 4 pages, page 3.

¹¹⁶ Information extracted from the Koodo Mobile Web site, on October 28, 2012, in the "Help" section, at the question extracted from the Koodo Mobile' Web site, on October 28, 2012, in the "Help" section, at the question: "*Un des à-côté Données est meilleur que l'accès Wi-Fi. Pourquoi?*"

¹¹⁷ Information found in Bell's "Personal Plans" brochure, valid in May 2012, 8 pages, page 1 in the section "Why choose Bell?"

3.4.5 Some progress...

Our findings seem quite severe with regard to service providers – and it is - but it would not be fair not to mention certain initiatives that were put forward by some providers after the completion of our data collection to better inform their new customers. In particular, the fact that Rogers, after conducting a survey on the level of knowledge of consumers on new technologies¹¹⁸, launched a Web site to help consumers learn some basic notions on smart devices. The site “Techno Essentials”¹¹⁹ from Rogers gives various explanations on uses that require data included in a plan and which truly represent different units of data measurement, and provides tips to limit roaming fees and excess usage fees generated by exceeding usage limits of mobile Internet¹²⁰.

Let’s say that, if this initiative is certainly interesting, the information provided on new technologies and on the ways to limit the cost related to wireless services use is not comprehensive¹²¹ and could be more developed. Furthermore, we noticed that that Web site is more or less visible for a new user. In fact, when we visited Rogers’ Web site, we didn’t find any references to that Internet site other than in the “Help” section, and not in the section that describes devices or plans offered, a section that a new customer, or a curious customer would truly have a propensity to consult before the help section, which seems to be made for the provider’s present customers.

Finally, Telus generally offers on its Web site a subsection “*Pour démarrer*” (To start) in the “Help” section that is made to inform new customers of various relevant subjects¹²²: in particular, on the configuration of usage management tools, information on billing, on the payment of prepaid plans, etc. This tab was not present on the Telus’ Web site when we collected screenshots that were used for our analysis. Nevertheless, we can see that several subjects presented were already addressed on Telus’ Web site, without being organized in a common section, which made surfing more complicated. In addition, as for Rogers, the information provided is not necessarily comprehensive on the functioning of mobile data. The fact of centralizing questions that may interest new customers and to make them more visible is also an interesting initiative, but should address a larger number of questions concerning the operation of mobile data.

¹¹⁸ A survey conducted by Rogers showed, in particular, that Canadians had a tendency to over evaluate their capacity to use new technologies.

NEWS1130. “Are you really as tech-savvy as you think?”, News1130, Vancouver, Canada, January 14, 2013. [Online]

<http://www.news1130.com/2013/01/14/are-you-really-as-tech-savvy-as-you-think/> (page consulted on May 10, 2013).

¹¹⁹ **ROGERS.** “Tech Essentials” page. Rogers, Toronto, Canada, no title. [Online] <http://techessentials.rogers.com/> (page consulted on May 14, 2013).

¹²⁰ *Ibid.* Summary of what can be found in the “Managing your budget” and “Wireless Internet basics” sections on Rogers’ Tech Essentials site.

¹²¹ It is shown, for example, that the apps may consume background data and there is advice on monitoring and deactivating these apps, but there’s no information on the fact that mobile Internet is activated by default, even for users that didn’t intend to use them. It is recommended to strategically deactivate the access to roaming data according to needs, but without saying that the same advice applies to the usage of data in Canada. We don’t say, either, that using a local network abroad with an unlocked device may be less expensive than using it in roaming (of course, it would be surprising for a company to tell its customers to use services from a foreign competitor). To limit excess fees, it doesn’t tell consumers either to take prepaid services.

¹²² See the full answer to the second question asked to Telus in Appendix 1, question 2.

4. SOLUTIONS ADOPTED ABROAD

The CRTC is getting ready to introduce new regulations to more adequately protect wireless services consumers, with a mandatory Code of conduct¹²³. Before reviewing the propositions for that Code, it seems extremely relevant to first study the initiatives that were intended and adopted abroad to understand what direction the concerns raised by the Commission will take. In many aspects these concerns tend to have been inspired by foreign legislators and regulators.

In fact, Canadian consumers are not the only victims of “bill shock”, these surprise invoices generated, in particular, by the usage of mobile Internet without the knowledge of the use, and excess usage limits. Several countries made a reflection on the best ways to protect more adequately wireless service consumers, who have expressed their dissatisfaction by filing complaints or by participating in public hearings on the subject. Since 2007, various solutions have been proposed by foreign authorities to address consumer concerns. We focus our attention more specifically on the progress of initiatives proposed by the United States by the Federal Communication Commission (FCC), by the French government, on its own initiative, or to meet the requirements of the European Union, and by the Australian Communication and Media Authority (ACMA); Australian regulatory authority who forced the services providers to adopt, in 2012, a Code of conduct which seems to have inspired the CRTC.

However, several of these regulators were inspired by measures adopted by the European Union to feed the discussions on solutions that would be considered. We will, thus, use a chronological approach. We will first address certain regulations that were adopted in Europe and that have inspired different legislators and regulators, to then summarize the provisions considered and adopted in the United States, France and Australia. To complete the information of this current section, we asked the cooperation of the FCC, the American association representing the WSP industry (the CTIA), the ARCEP and the ACMA, in April 2013. To do so, we contacted specialists from every organization and we sent them by email a list of questions to obtain detailed information on provisions that were adopted in their respective countries. Let's state that only the Australian authority (ACMA) provided full answers to our questions by phone. Most relevant answers are included in our analysis.

4.1 EUROPEAN UNION: FIGHTING ROAMING CHARGES

Since 2007, the European Union (UE) has adopted a series of regulations to limit excess charges billed to European consumers for using their mobile devices on a roaming network. It is relevant to summarize a few of these provisions that, even if they were strictly meant to better inform consumers on roaming charges, were taken back for discussion by other regulatory authorities, and that, even if the discussions from other regulators on “bill shock” also addressed the billing of unexpected charges for services other than these provided in roaming.

¹²³ N.B.: The Code on wireless services was announced by the CRTC on June 3, 2013. Since the research and writing of the report were already completed on that date, the present document doesn't take into account the measures that were adopted by the Commission. However, the next section will summarize a few debates that were held within the framework of public hearings that took place in the spring of 2012 and winter of 2013.

Europe first tackled the price of roaming charges, since it considered that the game of competition was not correctly being played, as shown by its first decision on that subject.

*Même si certains opérateurs ont récemment introduit des frais d'itinérance offrant aux consommateurs des conditions plus favorables et des prix plus bas, il n'en demeure pas moins que, manifestement, la relation entre les coûts et les prix n'est pas celle qui devrait prévaloir dans des marchés entièrement concurrentiels*¹²⁴.

This simply means that the EU first started to flatten out wholesale and retail prices of roaming charges for voice calls and text messages inside the UE. It will also confirm that choice in other subsequent decisions, deciding as well, in 2012, to regulate prices applicable to mobile Internet in roaming¹²⁵, and to lower the maximum rates gradually for the following years.

*À partir du 1er juillet 2012, le prix de détail (hors TVA) d'un eurotarif données qu'un fournisseur de services d'itinérance peut demander à un client en itinérance pour la fourniture de services de données en itinérance réglementés ne peut pas dépasser 0,70 EUR par mégaoctet utilisé. Le prix de détail maximal pour les données utilisées est abaissé à 0,45 EUR par mégaoctet utilisé le 1er juillet 2013 et à 0,20EUR par mégaoctet utilisé le 1er juillet 2014 et, sans préjudice de l'Section 19, reste à 0,20 EUR par mégaoctet utilisé jusqu'au 30 juin 2017*¹²⁶.

However, provisions that seem to have retained most of the attention of the American and Australian regulators are those on the various usage management tools. In 2009, the EU imposed on providers, the obligation to notify consumers with a text message on the applicable roaming charges when they enter a zone in which they will apply. The regulation also stipulates that providers have to offer a service that allows, at all times at its request, vocal call or SMS.

However, these are not the most innovative provisions. The regulation gives the to a consumer to ask for a maximum amount of expenses or volume to be applied to his/her account, to limit mobile data usage fees on a foreign network that could be charged to him/her. The first limit that providers have to offer by default has to be lower or equal to 50 euros. When 80% of the usage limit of that limit is reached, the provider has to notify his/her customer with a text message. The provider also needs to anticipate when the limit is about to be reached, and give directions to the customer to keep on receiving the service by lifting the limit. If the consumer doesn't reply to that notification, the service is interrupted and the consumer won't have to pay any extra charges.

¹²⁴ **EUROPEAN PARLIAMENT.** "Regulation (EC) No 717/2007 of the European Parliament and of the Council of June 27, 2007 on roaming on public mobile telephone networks within the Community and amending Directive 2002/21/EC", Official Journal of the European Union, 2007, 9 pages, page 1, paragraph (1), on the ARCEP site [Online] <http://www.arcep.fr/fileadmin/reprise/dossiers/roaming/regle-europe-itinerance-270607.pdf> (document consulted on May 22, 2013).

¹²⁵ **ARCEP.** "Plafond de détail de l'Eurotarif", in la page *L'itinérance internationale*, ARCEP, Paris, France, December 18, 2012. [Online] <http://www.arcep.fr/?id=8710> (page visited on May 22, 2013)

¹²⁶ **EUROPEAN PARLIAMENT.** "Regulation (EU) No 531/2012 of the European Parliament and of the Council of 13 June 2012 on roaming on public mobile communications networks within the Union (recast) ", Official Journal of the European Union, 2012, 26 pages., page 19. [En ligne] <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2012:172:0010:0035:FR:PDF> (document consulted on May 22, 2013).

As of March 2010, European operators had the obligation to offer that limit on mobile Internet bills. The obligation to offer this service to consumers was then changed for a default configuration that providers had to apply to consumers that still had not contacted their provider on this question.

The European Union also imposed on providers the obligation to systematically notify their customers, upon signature of an agreement (and on a regular basis, onward), on roaming services and on automatic and uncontrollable connections and downloads of roaming data. The providers also have to explain how to avoid or interrupt such connections¹²⁷.

4.2 UNITED STATES: FIGHTING “BILL SHOCK”

The American Telecommunications Regulatory Authorities have started to show their interest more seriously, in 2010, on the ways American users may control their communication services usage fees. It was particularly interested in initiatives adopted by the European Union to better inform wireless services¹²⁸ consumers.

The FCC mentioned in a report that 84% of Americans who were billed excess usage fees had not received any notices from their provider to tell them about the imminent excess of their usage limit, and 88% were not notified after the excess of their usage limit other than by receiving their bill. More than one third of respondents also have indicated that unexpected charges were above \$50. People who were most often the victims of these unexpected charges are you adults and adults who are living with minors¹²⁹. The American regulator saw, in the rapid progress of technology, an occasion to improve the ways consumers are adequately notified¹³⁰.

Several solutions were considered by the FCC to reduce the prevalence of that situation in American consumers. All consisted in various usage management tools and notifications that would be sent to consumers. The organization questioned the relevance to impose vocal notifications or SMS to notify the consumer when he/she is close to reaching his/her usage limit (of vocal calls, text messages or mobile data) or that he/she just reached it. The organization also proposed to impose notification when a consumer leaves the country to notify him/her that he/she will be billed international roaming fees and that monthly charges could be higher than expected. The FCC was also interested in the possibility of imposing a usage limit that would be configured by the consumer; a solution inspired by the European Union’s initiative. The organization finally underlined the importance for these tools to be correctly advertised¹³¹.

¹²⁷ **EUROPEAN PARLIAMENT**. “Regulation No 544/2009 of the European Parliament and of the Council of June 18, 2009 amending regulation No 717/2007 on roaming on public mobile telephone networks within the Community and Directive 2002/21/EC”, Official Journal of the European Union, Brussels, Belgium, 2009, 12 pages, pages 9 to 11, Section 6. [Online] available on the ARCEP site <http://www.arcep.fr/?id=8710> (page visited on May 13, 2013).

¹²⁸ **FCC**. Comment sought on measures to assist US wireless consumers to avoid “bill shock”, Public notice, FCC, Washington, United States, May 11, 2010, 3 pages, page 1. [Online] http://hraunfoss.fcc.gov/edocs_public/attachmatch/DA-10-803A1.pdf (document consulted on May 9, 2013).

The FCC doesn’t seem, however, to have shown particular interest in regulation of roaming fees.

¹²⁹ **HORRIGAN, John & Ellen SATTERWHITE**. “Americans’ perspectives on early termination fees and bill shock”, *op. cit.*, note 22.

¹³⁰ **FCC**. Comment sought on measures to assist US wireless consumers to avoid “bill shock”, *op. cit.*, note 128.

¹³¹ **FCC**. Notice of Proposed Rulemaking, FCC, Washington, United States, October 14, 2010, 32 pages, page 2. [Online] http://hraunfoss.fcc.gov/edocs_public/attachmatch/FCC-10-180A1.pdf (document consulted on May 9, 2013).

Despite all this, some American consumers groups considered that usage management tools, as proposed by the regulator, were not enough to protect the users adequately. They made multiple suggestions, in particular: the consumer should be consulted by a text message before the billing of excess charges, with the help of a solid “opting in” mechanism. These groups also proposed that the limit proposed by the FCC cuts the service access if the consumer did not particularly accept the billing of extra usage charges, except for the use of 911 as well as the possibility to contact the service provider¹³². These groups also asked that notifications upon entry in a roaming zone include the applicable charge for use in that zone, and that all notifications provide information in real time. Despite these various precisions, these groups absolutely supported the idea to force providers to offer various notifications and usage management tools.

Of course, the CTIA-The Wireless Association® (in the United States) demonstrated a totally different perspective, claiming in its representations, the high cost associated with the implementation of usage monitoring tools, saying in particular, that not all the infrastructures used by the providers could allow easily to offer to tools proposed by the FCC, nor to provide information “in real time”. Of course, the association took position against the imposing by the FCC of all types of usage management tools proposed. The CTIA stated that all types of tools proposed were already offered in various ways by the American providers, including the limit of excess charges proposed in Nextel plans. So, its argument seemed to insist more on the cost related to the implementation of these tools (and on the competitive benefits, and the advantages of various offers from providers to the consumers) than on the real technical feasibility problems¹³³.

4.2.1 Tug-of-war between the regulator and the industry

At the same time, the CTIA had announced voluntary updates to a Code of conduct adopted by the industry. In fact, the organization added to its Code, in 2010, new obligations regarding information for providers: the obligation to clearly communicate the usage limits related to mobile data, restricted access to data services, if needed, or the prevalence of network management practices that may impact on the consumer’s use of his/her wireless device. The information must be available at points-of-sale and on each provider’s Web site. The CTIA presented these changes as being the result of efforts deployed by the industry to settle certain problems reported by consumers.

However, the American regulator claimed the fact the CTIA Code does not include any obligation to provide notification on usage or services allowing usage control by the consumer. It also states that the voluntary Code, which does not include any constraint measures or sanctions, is not sufficient to solve the problems related to unexpected charges.¹³⁴

¹³² **CONSUMER FEDERATION OF AMERICA.** Comments of the Center for Media Justice, Consumer Action, Consumer Federation of America, Consumers Union, Free Press, Media Access Project, National Consumers League, National Hispanic Media Coalition and New America Foundation Open Technology Initiative in response to Notice of proposed rulemaking, *op. cit.*, note 23.

¹³³ **CTIA.** Comments of CTIA, the Wireless Association, CTIA, Washington, United States, January 10, 2011, 51 pages, pages 10, 11 & 31. [Online] <http://files.ctia.org/pdf/filings/110110 - FILED CTIA Bill Shock Comments.pdf> (document consulted on May 22, 2013).

¹³⁴ **FCC.** Notice of Proposed Rulemaking, *op. cit.*, 131, paragraph 17.

Furthermore, the regulator claimed the fact that the use of management tools already available on the market was limited, in particular, by the extra charges that would be imposed for their use and also by the fact that users who want to benefit from such tools have to subscribe on their own initiative, that that they are in general not well advertised. The FCC indicated also that the very heterogeneous tools already offered by providers may be confusing to consumers, since some of them are not conceived only to notify consumers once they have reached their usage limit. The FCC insisted that these notifications should be equally offered before the usage limit is reached¹³⁵.

Despite the initial reservations of the American regulator relatively to the voluntary Code, the FCC didn't adopt a new regulation that would have had the effect to force service providers to offer usage management tools. In fact, the CTIA agreed with the FCC to add to its voluntary Code, the obligation to provide certain usage management tools for free¹³⁶.

Only four types of tools have been added to the Code; tools that may be offered to post-paid users only. These updates to the Consumer Code for Wireless Service du CTIA, in 2011, officialised the obligation for member providers to send a notification by text message to consumers when they are about to exceed their usage limits and when they just exceeded it (for voice services, text messaging and mobile data, no percentage of use is indicated in the final documents), in addition to offering notification when a consumer enters a roaming zone and doesn't subscribe to an option or a usage plan to limit roaming fees. Unfortunately, the idea to limit excess usage fees, proposed earlier by the FCC is defended by groups of consumers, was not adopted in the agreement. Some even speculate that the CTIA accepted the imposing of certain tools to avoid the limit mechanism that could have been imposed by means of regulation¹³⁷.

In brief, the final wording of the obligations retained by the FCC and the CTIA includes two notifications of use applicable to services for which a usage limit is imposed; limits applicable to voice services, text messages or mobile data. Furthermore, the notifications sent to consumers entering a roaming network are not only intended for customers who did not subscribe to a roaming services option. In other words, providers don't have to send notifications to those who don't have an option to limit their roaming charges abroad (*passport données*, for example), not any more than they have to notify them on the present usage level or the fact that they exceeded their limit.

Even if the FCC chose not to take action via a new regulation, the regulation authority monitored the implementation of the usage management tools and made sure that these new obligations, added to the CTIA Code, are applied correctly. The FCC organized round tables with members of the industry and some consumer group representatives to follow-up on the application of the information management tools¹³⁸, the day after the expiry date after which, all management tools had to be deployed by providers, and some providers even went beyond the requirements of the CTIA Code, offering, in particular, notifications that are also available by email, and some indicated that they would deactivate the access to roaming by default. Some providers, in

¹³⁵ **FCC.** Notice of Proposed Rulemaking, *op. cit.*, 131, paragraph 19.

¹³⁶ **CTIA.** *Consumer code for Wireless Service*, CTIA, Washington, United States, no date. [Online] <http://www.ctia.org/content/index.cfm/AID/10352> (page visited on May 14, 2013).

¹³⁷ **NEWMAN, Jared.** "Bill Shock Be Gone: FCC, Wireless Carriers strike a deal", Time Tech, New York, United States, October 17, 2011. [Online] <http://techland.time.com/2011/10/17/bill-shock-be-gone-fcc-wireless-carriers-strike-a-deal/> (page visited on May 22, 2013)

¹³⁸ **FCC.** Bill Shock and Cramming Workshop, FCC, Washington, United States, April 17, 2013. [Online] <http://www.fcc.gov/edgekey.net/events/workshop-bill-shock-and-cramming> (page visited on April 17, 2013).

particular, Nextel, indicated that they were offering services without any usage limits, which avoids of course the billing of the excess usage charges, in addition to systematically offering to new customers some information on how to access an account and on the functioning of the billing.

Overall, consumers groups that took part in the consultation have indicated that comments they have received on usage management tools have been positive, but they also engage in pursuing their monitoring mandate regarding the deployment of these new obligations. Let's stress that the all these new measures were to be implemented in April 2013, at the latest. It seemed difficult for the participants of focus groups to give detailed comments on these tools a few days after the implementation expiry date. Despite everything, a group representing elderly consumers; the American Association of Retired Persons» (AARP), said that the fact that certain consumers don't tend to have confidence in their provider and that usage notifications are done by text message, they alone don't attract attention enough to be systematically consulted (or fully understood) by users. The AARP recommended to the FCC to offer more information to the public since they, themselves, have greater credibility towards many consumers. Let's mention that at the present time, the FCC already offers some basic information to help citizens limit their excess usage charges¹³⁹. This information was quite fragmentary when we wrote these lines, and is not sufficient in itself to answer all consumers' questions.

4.3 FRANCE: INNOVATIVE PROVISIONS (DIED ON THE ORDER PAPER)

Even though, the French wireless services market is currently quite different from the Canadian and American markets, and because of the growing competition in that sector, let's say that the French legislator thought about imposing, with various draft law projects, new obligations on the WSP. To us, the most relevant project for wireless services consumers was "the draft law project that reinforced rights - the consumer's protection and information", that was taking into account a myriad of new obligations for the WSP and for which the "Autorité de régulation des communications électroniques et des postes (ARCEP)" would have exercised a mandate of surveillance¹⁴⁰.

Unfortunately, the bill which progressed to second reading died on the Order Paper during the last presidential elections, in 2012. The most recent bill proposed by the French government which addressed consumer protection, known as "Hamon¹⁴¹ bill", after the name of the Minister of *Consommation et de l'Économie sociale et solidaire*, which doesn't highlight, unfortunately, the aspects described in the next paragraphs and that addresses more specifically the WSP (and that, even if wireless services complaints from consumers in France would continue to

¹³⁹ **FCC**. Tips for Avoiding Bill Shock on Your Mobile Phone, FCC, Washington, United States, revised on January 16, 2013. [Online] <http://www.fcc.gov/guides/bill-shock-tips-avoiding-your-mobile-phone> (page visited on May 13, 2013).

¹⁴⁰ **NATIONAL ASSEMBLY**. "Projet de loi renforçant les droits, la protection et l'information des consommateurs", National Assembly, Paris, France, June 1, 2011. [Online] <http://www.senat.fr/dossier-legislatif/pjl11-012.html> (page visited on May 13, 2013).

Particularly refer to new Sections 121-84-12 and subsequent from the "code de la consommation" intended by the bill.

¹⁴¹ **NET-IRIS**, "Renforcement des droits, de la protection et de l'information des consommateurs", Net-iris, Clermont-Ferrand, France, February 5, 2013. [n line] <http://www.net-iris.fr/veille-juridique/dossier/27981/renforcement-des-droits-de-la-protection-et-de-l-information-des-consommateurs.php> (page visited on May 13, 2013).

multiply at this time¹⁴²), concentrating rather on the introduction under French consumption law “the group action.”

When we contacted the ARCEP about the *projet de loi renforçant les droits, la protection et l'information du consommateur*, a management attendant from the fixed and mobile services told us that the provisions that concerned more specifically wireless services were not as popular as before; the arrival of Free Mobile in the country made the competition more dynamic. Furthermore, some of the propositions included in the bill on usage management tools raised anger from some members of the industry. Their adoption would not have been probable, even if the bill had gone forward. This hypothesis is credible since our literature review seemed also to show that several telecommunication service providers in France wanted to regulate relief, in part because of the arrival on the market of new competitors which placed significant economic pressure¹⁴³.

The *projet de loi renforçant les droits, la protection et l'information du consommateur* allowed the implementation of some usage management tools, but also certain information obligations and some obligations relative to names that may be used to qualify the access services to mobile Internet (along with rules regarding the locking of devices).

First, we want to stress that the French bill proposed the innovative idea of offering an “interactive pricing guide¹⁴⁴” to consumers so they could shop more easily for their wireless services; a guide that was supposed to be free, transparent, updated regularly and accessible to all. If the market would not have offered the services according to the conditions dictated by the ARCEP, it could have published it by itself or give the mandate to an independent and impartial organization. We have to underline that that type of service comparator already exists elsewhere, particularly in Australia¹⁴⁵.

The bill also proposed the sending of systematic usage notifications and a blockage mechanism “of all communication services included in the subscribed offer” to allow consumers to control their usage with the possibility of setting the parameters on the offered tool¹⁴⁶.

¹⁴² **ZANCHI, Jean-Sébastien.** “*Mobile: les plaintes des clients en hausse*”, MetroNews, Paris, France, March 29, 2013. [Online] <http://www.metrofrance.com/high-tech/mobiles-les-plaintes-de-clients-en-hausse/mmcC!IRF1UhgTo7t8s/> (page visited on May 13, 2013).

¹⁴³ **CHERKI, Marc.** “*Un train de mesure pour les télécoms en France*”, *Le Figaro*, Paris, France, July 17, 2012. [Online] <http://www.lefigaro.fr/societes/2012/07/17/20005-20120717ARTFIG00549-un-train-de-mesures-pour-les-telecoms-en-france.php>

LA TRIBUNE. “*Nelie Kroes allège la pression sur les opérateurs historiques*”, *La Tribune*, Paris, France, July 12, 2012. [Online] <http://www.latribune.fr/technos-medias/telecoms/20120712trib000708762/telecoms-neelie-kroes-allege-la-pression-sur-les-operateurs-historiques.html> et

RENAULT, Marc-Cécile. “*Les télécoms ont atteint la cote d'alerte*”, *Le Figaro*, Paris, France, November 1, 2012. [En ligne] <http://www.lefigaro.fr/societes/2012/11/01/20005-20121101ARTFIG00452-les-telecoms-ont-atteint-la-cote-d-alerte.php> (pages visites on May 13, 2013).

¹⁴⁴ **NATIONAL ASSEMBLY.** “*Projet de loi renforçant les droits, la protection et l'information des consommateurs*”, *op. cit.* 140, Art. L121-84-12

¹⁴⁵ Several similar sites seem to have been developed from independent initiatives, and exist in Australia. In particular:

COMPARE BROADBAND. [Online] <http://www.comparebroadband.com.au/> (page visited on May 22, 2013) and **YOU COMPARE.** [En ligne] <http://youcompare.com.au/homephone/plans> (page consultée le 22 mai 2013)

¹⁴⁶ **NATIONAL ASSEMBLY.** “*Projet de loi renforçant les droits, la protection et l'information des consommateurs*”, *op. cit.* 140, Art. L121-84-13

We want to emphasize that the French operators have the obligation to limit excess charges generated by the use of mobile Internet in roaming. However, the initial proposition from the French government comprised a limit that would have applied to all the services that could have generated excess usage charges, just like the subject of discussion in the United States. A quick overview of the French market has allowed us, however, to see that some operators offer the possibility of limiting wireless services usage. For example, Orange offers the possibility to block or not, a wireless service plan and indicates on its Web site that “with a blocked plan, there is no risk of limit”. Even if your plan has expired, you remain reachable at all times with the possibility to recharge your account, if needed¹⁴⁷.

4.3.1 Propositions to reinforce the neutrality of the net

Here’s a very interesting fact: the French bill proposed innovative obligations with regard to names¹⁴⁸. They wished to particularly forbid the use of the term “unlimited” to qualify a service offer that has a usage limit “that may result in a temporary shutdown, billing of additional services or an excessive degradation of debit or quality of service”. The bill ensured that the term “Internet” could not be used when the service specifies that there will be a limit of access to some usage or application using Internet, an interdiction that would have reaffirmed the principle of neutrality of the net. That specification in the bill would have been used probably to reply to providers’ practice that limit the access on the grounds that it would have diversified the service offers and stimulated competition.

The same Section of the bill stipulated also that:

...les restrictions et exclusions apportées aux offres qualifiées d’« illimitées», « vingt-quatre heures sur vingt-quatre» ou d’« accès à internet» ou comportant des termes équivalents doivent être mentionnées de façon claire, précise et lisible comme rectifiant la mention principale et figurer de façon distincte des autres mentions informatives, rectificatives ou légales. Ces restrictions et exclusions sont indiquées sur la même page que la mention principale, à proximité immédiate de cette dernière, et ne sont pas présentées sous forme de note de bas de page.

According to this bill, legal mentions or footnotes would not have been acceptable means to inform the consumer on the information necessary for his/her full understanding of the inclusions, exclusions and terms and conditions of the service offer.

We have to say that the bill also proposed to tag the information that had to appear in prepaid service ads. Section L121-84-15 stipulates that:

Toute publicité relative à une offre de services de communications électroniques entièrement prépayée et mentionnant le prix de cette offre comporte une information sur [...] le prix d’une session de connexion à internet exprimée dans l’unité de mesure correspondant à l’offre, lorsque cette offre permet d’accéder à ces services.

¹⁴⁷ Screenshot made on Orange’s Web site, on March 27, 2013, <http://www.orange.fr/>

¹⁴⁸ NATIONAL ASSEMBLY. “Projet de loi renforçant les droits, la protection et l’information des consommateurs”, op. cit. 140. Art. L121-84-15.

If the idea to mention a unitary price related to mobile Internet for service offers that are advertised with a global price seems interesting, we have to say, however, that the wording of such an obligation could be more precise. The Australian regulator proposes a mandatory wording in certain ads. We will return to this soon.

4.4 AUSTRALIA: HOW TO “RECONNECT” THE CONSUMER

That title translates the wording used by the Australian Communications and Media Authority (ACMA) to name its report that summarized the perspectives obtained after public hearings to find solutions to understand and solve the problems that consumers have with their telecommunication service providers. In fact, the Australian regulator felt the need to act, since the number of complaints received by the telecommunication ombudsman kept growing four years in a row.

After several public hearings, the ACMA concluded that the majority of the problems were related to customer service offered by service providers, who were, according to the ACMA, of poor quality¹⁴⁹. The ACMA noticed some problems with the information offered by the providers on products and services, on the ease with which a consumer may contact a provider, the speed at which complaints were processed, if the provider solved the problem or not as agreed with the consumer and, generally, if it is easy to settle a complaint with the provider.

The subjects of the complaints concerned all telecommunication services, but consumers often complained about service providers ads which did not allow understanding of what exactly the service was. Besides the ad format, the Australian regulator heard consumers complain about the complexity of various services offered and the complexity of bills which made it even harder for them to understand what exactly they were paying for. Several consumers also reported they were victims of “bill shock”. The ACMA indicated that one of the main causes of that problem was the fact that the consumer didn’t have an easy way to monitor their usage¹⁵⁰.

The regulator, therefore, identified various solutions: to clarify in the ads the information on service prices, to facilitate the understanding of services between different providers (among other things, on the way each company managed complaints), and to provide usage management tools for voice services, text messages and data.

Like the American regulator, the ACMA asked telecommunication service providers to bring relevant changes to a consumer protection code which is under the industry’s responsibility. The ACMA reserved the right to adopt new regulations if the changes to the industry code were deemed insufficient. At that time, the ACMA accepted the industry propositions, and the effectiveness of the new measures adopted is yet to be determined, the new version being partially effective only on September 1, 2012. In fact, several provisions were only applied during the year that followed. We have to say, however, that the Australian Code of conduct written by the industry, as it is the case in the United States, allows the ACMA, however, to apply it. So, it is still a Code of conduct and its non-compliance could generate actions by the regulator to ensure the provider’s compliance. The ACMA may, among other things, issue notification of non-compliance of the Code, which providers may reply to with engagements to improve their practice. The ACMA may also exercise civil recourses in Federal court, if a

¹⁴⁹ **ACMA**. Reconnecting the Customer, ACMA, Sydney, Australia, 2011. [Online] http://www.acma.gov.au/WEB/STANDARD..PC/pc=PC_312222 (page visited on April 23, 2013).

¹⁵⁰ *Ibid.*

provider denies the allegations of non-compliance and doesn't make any efforts to improve its practices. That approach is in compliance with the principles defended in certain Australian telecommunication laws that promote to a certain extent self-regulation in the industry¹⁵¹. However, the regulator has some flexibility that seems to be superior to the FCC's to ensure that the Code doesn't result in wishful thinking.

4.4.1 Industry code: strengths and weaknesses

The Telecommunications Consumer Protection Code (TCP) is a long document of almost 100 pages that includes a series of coherent rules and good practices that all Australian telecommunications companies must adhere to, and that includes, particularly, rules to follow on the way to manage a relationship with a customer, services offered, contracts, billing, management of bad debts, credit and disconnections, rules applicable on the change of providers and processing of complaints¹⁵². Despite the multiplicity of subjects in the Code, it is clear from the beginning, that it can't replace any applicable legislation and regulations in force in Australia, like this passage indicates:

*Compliance with this Code does not guarantee compliance with any legislation or the requirements of any Regulator. The Code is not a substitute for legal advice*¹⁵³.

When we asked about the relevance to include such a precision the Code, the ACMA simply replied that legislations relating to the consumer protection in the telecommunication sector in Australia are managed by several regulators. The ACMA particularly mentioned the competence of the Telecommunications Industry Ombudsman (TIO) to settle disputes between providers and consumers, and the relevance of various laws, in particular, the Competition and Consumer Act and the Australia Consumer Law, that regulate unfair contractual clauses and misleading practices from merchants.

An interesting fact: the fact that a consumer can file a complaint against a provider on the non-compliance to an obligation in the Code will not prevent the consumer from exercising at the same time, any other recourses available to the consumer. All in all, the industry code is a tool that allows standardization of the practices from various telecommunication service providers, but does not pretend to replace any existing laws or regulations. Rather, the Code contains protection measures for consumers that are used as a complement to other existing rights or recourses, of general or specific application.

The analysis of that code, in particular, even if it is only a set of rules written by the industry, is relevant since it includes the most recent protection measures. In fact, even if the Code applies to all telecommunication services, it must be concluded that numerous provisions seem to target more particularly the wireless industry.

¹⁵¹ **COMMUNICATIONS ALLIANCE.** Telecommunications Consumer Protection Code (C628:2012) Explanatory Statement, Communications Alliance, Milsons Point NSW, Australia, 5 pages. [Online] http://commsalliance.com.au/_data/assets/pdf_file/0018/33129/C628_2012-TCP-Code-Explanatory-Statement.pdf (document consulted on May 23, 2013).

¹⁵² **COMMUNICATIONS ALLIANCE.** Telecommunications Consumer Protection Code, Communications Alliance, Milsons Point NSW, Australia, 102 pages. [Online] http://commsalliance.com.au/_data/assets/pdf_file/0017/33128/TCP-C628_2012_May2012-Corrected-July12.pdf (document consulted on May 14, 2013).

¹⁵³ *Ibid.*, page 8, Section 1.1.7.

A) SUMMARY OF THE SERVICE OFFER

It is particularly interesting to see to what extent certain new provisions directly meet ACMA concerns. First, we see that what was intended in France was to offer a tool to help consumers compare more effectively than the various telecommunication service offers in Australia. Section 4.1.2 of the Code plans to send to consumers a “summary of the offer” to help them compare more effectively offers from various service providers. That summary must be transmitted before the conclusion of an agreement, and that, notwithstanding the way the(156) consumer shops for his/her services: in person, by phone or online.

The summary of a telecommunication service offer cannot exceed two pages, and must contain standardized elements of information, to precisely allow consumers to have common references whatever provider they go to. That summary has to include a description of the services offered, indicate if the device is provided and financed within the offer, the maximum charges that may be requested to terminate the agreement, mention the inclusions and exclusions of the offer, the monthly price of the services and when the offer includes usage limits, the usage limit of the service and the general price of that usage, expressed in a standardized unit. For example, if the plan includes a limited use of mobile data, the offer has to mention the usage limit and the price of the use of a megabyte. The Code doesn't mention if the price of the megabyte has to be the price of use in the context of a usage limit, or the price of data after exceeding the limit. This summary of information must also include a link that explains the different usage management tools offered, and a notification on the applicable charges for the service used in roaming, in addition to a link that gives access to more information in that subject.

Finding the idea interesting, we verified if these summaries were in fact available on most of the service provider Web sites; we were satisfied initially to see that they were, and that, therefore, it was possible to consult and print them before the conclusion of an agreement. The fact that services which are excluded from the monthly plan are clearly shown permits clarification of all service limits: whether a classical usage limit or information on the exclusion of certain optional services that, if used, may generate extra charges. In short, the summary of information permits regrouping and highlighting of important information on the service offered; some information in Canada, still being frequently buried in certain legal provisions or footnotes.

A more elaborate analysis, however, led us to see that the lack of clarity of some requirements could be felt. For example, we noticed that the obligation to indicate the usage price for one megabyte is interpreted quite differently from one provider to another: some only indicate the price for one megabyte in excess usage fee¹⁵⁴, others only indicate the price of one megabyte before exceeding the usage limit¹⁵⁵, whereas other indicate these two information¹⁵⁶. The ultimate goal, which was to allow a comparison of offers, was not totally achieved.

¹⁵⁴ Telstra, par exemple.

TELSTRA. *Critical Information Summary*, Telstra, Brisbane, Australie, 23 avril 2013, 2 pages. [Online] <http://www.telstra.com.au/help/download/document/personal-critical-information-summary-no-lock-in-plan-60.pdf> (page consulted on May 14, 2013).

¹⁵⁵ Red Bull Mobile, for example.

RED BULL MOBILE. *Critical Information Summary*, Red Bull Mobile, New South Wales, Australia, no date. [Online] <http://www.redbullmobile.com.au/critical-information-summary/> (page consulted on May 14, 2013).

¹⁵⁶ Kogan Mobile, for example.

KOGAN MOBILE. *Critical Information Summary*, Kogan Mobile, South Melbourne, Australie, 2 pages. [Online] https://www.koganmobile.com.au/sitedocs/critical_information_summary_-_access_30.pdf (document consulted on May 14, 2013).

B) NEW RULES TO REGULATE ADVERTISEMENT

The industry code includes certain requirements on the information disclosed in the advertising material¹⁵⁷. It includes in particular, restrictions on the use of certain terms and descriptors. For example, offers cannot be described as “unlimited” if they are affected by some restrictions, download limits, restrictions to certain services or other. The Code also includes the mandatory display of the price for the use a one megabyte of data; we have noticed that the requirement seems to be understood or applied differently by providers. Since that Code is still very recent, it is probable that all new obligations provided are not necessarily respected at present (it is worth noting that certain provisions of the Code will only be enforced in 2013) when applied in an uniform way. It is worth noting, however, that some providers demonstrated their dissatisfaction or pleaded the difficulty for them to conform to the multiple requirements of the Code, qualifying these new rules as being childish¹⁵⁸.

Despite this, the Australian regulator has already started to notice that providers comply with these requirements of the Code, in particular to the one offering clear and exact information and not omitting important elements of information for consumers. The providers have stopped irresponsibly using some terms to qualify their service offers, terms that are confusing for consumers and that were not representative of the service offered.

C) USAGE MANAGEMENT TOOL: HISTORY IS REPEATING ITSELF

Besides the various information obligations, the Australian Code of conduct provides, just as the one in the United States, the implementation of various usage management tools. The Code provides sending usage notifications, by text message or by email, when consumers reach 50%, 85%, and 100% of their usage limit (voice, data or text messages together). However, as in the United States, users of prepaid services cannot, unfortunately, benefit from these notifications. Strangely, the notifications may be sent up to 48 hours after consumers have reached the thresholds provided. The regulator has indicated that delay has been authorized to accommodate resellers, who use the infrastructures from other providers and don't always have updated information on their customers' usage.

It is worth noting, also, that the providers don't have the obligation to send all usage notifications, if it means they have to send more than one notification within a 48-hour period. That precision was added to the Code to respond to the apprehensions of the providers, who didn't want to, and they insisted on that, to harass their customers by sending them too many notifications. It is worth noting that the Code provides that these tools may be deactivated, upon customer request, or adjusted to other usage thresholds, on the condition that the goal of the provider by offering such flexibility is not to convince consumers to unsubscribe from these services.

Besides the tools mentioned previously, the providers will also have to offer an additional usage management tool, at the discretion of the company. The list of contemplated tools proposed in the Code is quite varied, even including some propositions that, for us, can hardly be considered as real usage management tools. For example, the usage reports or the usage limit may be considered as adequate tools – which seems fair to us, – but the simple fact of offering prepaid services, advice regarding usage management or the fact of slowing down the surfing

¹⁵⁷ **COMMUNICATIONS ALLIANCE.** *Telecommunications Consumer Protection Code, op.cit.* 152, page 8, Section 1.1.7, and pages 36-37, Section 4.2.

¹⁵⁸ **COLLEY, Andrew.** “Limited version of consumer protection code mooted”, Australian IT, NSW, Australia, April 25, 2013. [Online] <http://www.theaustralian.com.au/australian-it/telecommunications/limited-version-of-consumer-protection-code-mooted/story-fn4iyzsr-1226629337975> (page visited on May 14, 2013).

speed once the limit is reached hardly seem to us to be valuable tools. In this regard, the ACMA has starkly explained that the Code was written by the industry, and certain choices were made to meet the industry's concerns more than from the ACMA or consumers.

Finally, it is worth noting that the providers will have to systematically offer information on the existence and the functioning of these management tools in their information summaries, but also to existing customers, when they decide to conclude a new agreement with their service provider, and that these tools were not offered previously when the consumer had concluded the previous contract. Providers also have to indicate on their bills, a way for the consumer to have access to a summary of his/her usage¹⁵⁹.

D) AND THE REST?

Australia, contrary to the United States and Europe does not provide in its Code, for now, any automatic notifications for the services used in roaming, but the situation should change soon. In fact, the ACMA is presently working on new obligations of information related to roaming services. The regulator has proposed a draft of the new measures in which the providers will send timely notification to the consumer when he/she enters a roaming zone (in a 10-minute delay), that indicates, particularly, that higher usage fees are applicable. That notification would include the usage fee for minutes, text or mobile data abroad, a price that must be personalized according to the zone where the consumer is located. Furthermore, an option should be offered to the consumer to deactivate the roaming access to avoid extra fees (the draft includes a deactivation upon request by the consumer rather than an automatic deactivation like provided in Europe). Of course, these ideas don't necessarily correspond to what will be the final decision from the Australian organization.

The draft prepared by the ACMA proposed the following model of notification sent by a text message

Warning – you have activated your mobile device overseas. Significantly higher charges apply. There may be delays in receiving usage data and alerts.

Cost 2 min. call to Aus = \$[insert cost in dollars and cents], 2 min. call within [country]=\$[insert cost in dollars and cents], SMS to Australia=\$[insert cost in dollars and cents], 1mb data= \$[insert cost in dollars and cents]. To cease all services [insert description of opt-out mechanism]¹⁶⁰

The draft also provides that usage management tools must be offered under certain circumstances, in particular, notifications by text message when a prepaid service user reaches certain thresholds of excess fees (for every \$100 spent), (or when a prepaid service user reaches certain usage thresholds (at 50, 80 and 100% of the usage limit).

In brief, the Australian Communications and Media Authority forced service providers to adopt information practices that are more complete and comprehensive, and maintains its efforts to improve the level of information offered to Australian wireless service consumers. Even if they gave to the industry an important part of the development and application of these new

¹⁵⁹ **ACMA.** "Top Ten Consumer Wins", ACMA, Sydney, Australia, no date, 1 page. [Online] http://www.acma.gov.au/webwr/assets/main/lib410251/TCP_code-Top_ten_consumer_wins.pdf (document consulted on May 22, 2013).

¹⁶⁰ **ACMA.** Telecommunications (International Mobile Roaming) Industry Standard 2013, ACMA, Sydney, Australia, no date, 11 pages, page 7. [Online] http://www.acma.gov.au/webwr/assets/main/lib550056/ifc50-2012-draft_imr_standard.pdf (document consulted on May 14, 2013).

obligations, it is worth noting that the Code of conduct written by the industry, even if it can be improved in many aspects, offers a set of coherent rules to provide new information and protection mechanisms that are welcome by the consumers.

4.5 CONCLUSION

The particular nature of mobile Internet makes it difficult to rely only on abstract tools to monitor its usage. In fact, how do we know with a degree of certainty, that the number of Web pages visited, shared pictures, the quantity of music and streaming video (and the respective exact size of one and all), from day to day, all occur during the month? How can we make effective differentiation of the heavier content, and how can we minimize our consumption when the very nature of the service is paving the way for spontaneous consumption for which it was designed?

For the FCC, the solution to “bill shock” is essentially the creation of information tools available after subscribing to a data option, but the ACMA and the ARCEP also opted for, or thought about, approaches aimed at improving the information available before and after the purchase of a mobile device. The approach counts on the variety of new information and this obligation is also the one that seems to have been retained the Canadian Radio-television and Telecommunications Commission (CRTC), when at writing time, was about to implement a mandatory Code of conduct for the WSP which provides, among other things, new information obligations applicable before the conclusion of a wireless services agreement. The CRTC Code will also provide imposition of new usage management tools. We will address in the next section the various solutions adopted and intended for Canada.

To conclude, we found that most regulators seem to be in favour of quite similar solutions, which are often, to allow the market to decide on the nature of services offered and their pricing, but to adopt measure that allow the improvement of the information provided to consumers in various ways which will allow them to be informed adequately on the multiple subtleties they must learn about to avoid unexpected charges and effectively manage their usage. And, maybe even to give them the necessary tools, when they exist, to promote competition by allowing a choice based on an honest comparison between offers.

5. SOLUTIONS IN CANADA

At the moment, very few solutions have been adopted in Canada to allow the consumers to be adequately informed and tooled up to understand and effectively manage their mobile Internet access services. However, during the last years, some legislative changes were adopted to protect more adequately consumers of wireless services, in general.

Québec, Manitoba, Newfoundland and Nova Scotia (and Ontario soon) have modified their consumer protection statutes to legislate with more severity the contractual agreements proposed and concluded by telecommunication service providers. We present a quick overview on the recent legislative changes that could affect the quality of the information related to mobile Internet¹⁶¹.

Besides the changes brought to the Provincial laws, the Canadian Radio-television and Telecommunications Commission (CRTC) has launched calls for observations in 2012 and 2013 to implement new regulations applicable to wireless service providers. A Code of conduct of mandatory application for WSP will be enforced soon.

In the current section, we address relevant solutions that were already adopted by provincial legislators, such as multiple regulation changes intended by the CRTC. Before the application of the Code, wireless services were the subject of no regulation by the CRTC. With this new initiative, the CRTC, even if didn't officially questioned the fact that wireless services are competitive, seems to have found gaps in the present market, and wishes to implement some provisions to better protect the consumers. It, thus, followed suit with several foreign regulatory authorities, in particular, the FCC and ACMA.

5.1 PROVINCIAL CHANGES: ADOPTION OF EQUIVALENT PRINCIPLES

On the provincial level, numerous bills were adopted to update certain consumer protection statutes to include provisions that concern wireless service providers, in particular. Sometimes, new changes were only aimed at telecommunication companies and more specifically, services offered via cellular phones. If these changes raised the anger of the WSP or associations representing some of them, and condemned the situation they qualified as real "patchwork"¹⁶², for provincial laws and rules that will may make telecommunication contracts more complex and generate higher prices, in addition to confusing consumers, it didn't stop various provincial legislators to go ahead with the adoption of laws to better protect wireless service users.

¹⁶¹ Other laws and regulations may impact Canadian telecommunication companies, in particular, the Competition Act, that governs, to a certain extent, advertising material. However, we chose to focus on frameworks that specifically aim to safeguard the interests of consumers.

¹⁶² Several providers tried to force the CRTC to take a position on the issue and to impose a set of rules that would put an end to the application provincial laws to wireless service providers. A Section explains the position of the Canadian Wireless Telecommunications Association in the wings of CRTC's public hearings on the implementation of a mandatory Code of conduct for wireless service providers. We will return to the CRTC's reply to industry demands later on.

HOFFMAN, Perry. "Provincial Rules Patchwork would only boost costs for Canadians", CARTT, Hamilton, Ontario, Canada, February 12, 2013.

[En ligne] <http://www.cartt.ca/news/15077/Cable-Telecom/Wireless-Code-Provincial-rules-patchwork-would-only-boost-costs-for-Canadians.html> (page visited on May 14, 2013).

If each of the provincial laws include some particular wordings or requirements and the harmonization is not perfect, they each aim at: limiting the anticipated cancellation fees (all formulated about the same way), to regulate the renewal or unilateral contract modifications, in addition to imposing information standards in telecommunication contract. The objective, here, is not to recall all the changes in provincial laws on consumer protection; we rather focus on the new rules that may more specifically affect mobile Internet and the information that must be provided by the provider.

5.1.1 Measures provided for by Québec laws

The Québec legislator was the first one to adopt provisions that are aimed, in particular, at wireless service providers¹⁶³. The most recent changes that apply to these companies were adopted on June 30, 2010, and more specifically deal with contracts involving sequential performance of services provided at a distance.

The recent changes were not done in Québec by adopting new laws, but rather by adding new provisions to the Consumer Protection Act (CPA), that include a coherent set of rules that govern consumer contracts, in addition to legislating on certain commercial practices. The CPA stands out from laws that were adopted by other Canadian provinces, since it keeps conventional wordings and that it doesn't include, for now, terms or specificities that are aimed specifically at wireless service providers (the law doesn't refer directly, for example, to voice services, text messaging or mobile data, contrary to these in other provinces). This means, therefore, that all provisions also apply to wireless services. For this research, we will isolate certain general principles that are part of Québec civil law and that may be of interest for the study of mobile Internet, and most particularly, those that could be referred to that relate to problems raised by consumers. We will seize the occasion¹⁶⁴ to quote some sections from the Civil Code of Québec¹⁶⁴ (CCQ).

The review of the literature as well as our survey revealed consumer dissatisfaction when facing surprise bills that may be generated by the use of mobile data, in particular after data transfers that occur without their knowledge. That situation was reported in Canada as well as abroad.

Are providers lacking transparency if they don't disclose clearly upon purchase or particularly on contracts, that devices have access to mobile data by default or that they may consume background data at the expense of the users?

¹⁶³ As well as other types of companies, in particular alarm system providers and cable licensees. Consumer Protection Act. L.R.Q. Chapter P-40.1.

See: **PARLIAMENT OF QUÉBEC**. Consumer Protection Act. L.R.Q. Chapter P-40.1, SECTION VII, Section. 214.1 ss. [online] available on the Publications du Québec Web site

http://www2.publicationsduquebec.gouv.qc.ca/dynamicSearch/telecharge.php?type=2&file=/P_40_1/P40_1_A.html (page visited on May 14, 2013).

¹⁶⁴ **PARLIAMENT OF QUÉBEC**. Civil Code of Québec. LRQ, c C-1991. [Online] Available on the Publications du Québec Web site

http://www2.publicationsduquebec.gouv.qc.ca/dynamicSearch/telecharge.php?type=2&file=/CCQ_1991/CCQ1991_A.htm (page visited on May 14, 2013).

Sections 228, 230 and 12 of the CPA, which require a certain form of transparency, could likely apply to these situations where consumers may not have been advised of the operation of mobile Internet, consequences linked to exceeding the usage limit (if such is the case) and to the prices applicable on the use of mobile Internet in Canada and abroad.

228. No merchant, manufacturer or advertiser may fail to mention an important fact in any representation made to a consumer

230. No merchant, manufacturer or advertiser may, by any means whatever a) charge any sum whatever for any goods or services that he has sent or rendered to a consumer without the consumer having ordered them;...

12. No costs may be claimed from a consumer unless the amount thereof is precisely indicated in the contract.

At time of writing, we had already learned that some wireless service contracts concluded after June 30, 2010, didn't clearly show some of the fees that may apply, in particular, mobile data billing by usage or roaming data fees. Some of these contracts referred the consumer to a Web site where they can find additional information on applicable fees. It seems that some providers don't necessary offer comprehensive information on all prices that may be applicable. Furthermore, the field information that we possess seems to indicate that it is rather exceptional for the consumer, at the moment of purchase, to be informed on the high charges that may generate data and roaming fees. To this end, it is possible that Section 1435 from the Civil Code of Québec may also be relevant:

1435. An external clause referred to in a contract is binding on the parties. In a consumer contract or a contract of adhesion, however, an external clause is null if, at the time of formation of the contract, it was not expressly brought to the attention of the consumer or adhering party, unless the other party proves that the consumer or adhering party otherwise knew of it.

The CPA provides that when contracts are signed at a distance, certain information obligations imposed to the provider to particularly offer this information before the conclusion of the agreement. Here are a few relevant passages from Section 54.4:

54.4. Before a distance contract is entered into, the merchant must disclose the following information [...]

e) an itemized list of the prices of the goods or services that are to be the object of the contract, including associated costs charged to the consumer and any additional charges payable under an Act, [...]

g) the total amount to be paid by the consumer under the contract and, if applicable, the amount of instalments, the rate applicable to the use of an incidental good or service and the terms of payment; [...]

l) any other applicable restrictions or conditions.

The merchant must present the information prominently and in a comprehensible manner and bring it expressly to the consumer's attention; in the case of a written offer,

the merchant must present the information in a manner that ensures that the consumer is able to easily retain it and print it. (Emphasis added)

The CPA seems, sometimes, to provide more flexibility on written contracts with regards to sequential performance for a service provided at a distance¹⁶⁵. Section 214.2 lists all the information that has to be disclosed in the contract. Among the elements that are mandatory:

d) a detailed description of the service or of each of the services to be provided under the contract;

e) the monthly rate for each of the services to be provided under the contract, including the monthly rate for any optional services, or the monthly cost if the rate is calculated on a basis other than a monthly basis;

f) the monthly rate for each of the associated costs or the monthly cost if the rate is calculated on a basis other than a monthly basis; [...]

h) any restrictions on the use of the service or services as well as the geographical limits within which they may be used; [...]

n) the manner of easily obtaining information on the rate for services that are not provided under the contract, and the rate for services that are subject to restrictions or geographical limits as mentioned in subparagraph h;

(Emphasis added)

There is no indication that the wireless service providers don't comply with Sections 54.4 and 214.2. In fact, suppliers usually provide the information related to applicable charges in their contracts, or give consumers the ways to find out about this information. It is worth noting, however, that it may occur from time to time that such flexibility – the possibility to *only give the way to easily access information* – may adversely affect the consumer. For example, optional services, roaming or usage fees, in particular, are, of course, not always written out in full in a contract. However, some of these charges may quickly be billed, if the consumer doesn't precisely understand how his/her device works. While mobile Internet becomes more and more popular, we wonder if the growing complexity of wireless services, its functioning and pricing, are not a signal indicating that some provisions in the CPA have to be explained to clarify the way the consumers' right to be informed must be specifically applied. If it is true that the providers inform consumers on the monthly price of a plan or option as well as the monthly usage limit, should we also provide an obligation to give more complete explanations on usage limits of a service and the excess fees? Should we provide a systematic notification on fact that some usages may generate a rapid excess of usage limits, in which case extra fees are applicable? Should we provide clearer information to the consumer on the range of fees that may be applicable to the use of mobile Internet? Such a possibility seems to us, at the very least, logical and in compliance with the intention expressed by the legislator.

¹⁶⁵ Newfoundland and Labrador seems, on the contrary, more severe for indications provided in the contract as for pre-contractual disclosure.

The CPA provides numerous other Sections aimed at framing the quantity and accuracy of information presented by merchants. Some particular provisions prohibit merchants to charge, for goods or services, a higher price than that advertised or charge for goods or services without the consumer having ordered them (Sections 224 c) and 230 CPA. A provision of general scope prohibits any misleading representation: “219. No merchant, manufacturer or advertiser may, by any means whatever, make false or misleading representations to a consumer.” A misleading representation will be determined by taking into account, particularly “the general impression it gives, and, as the case may be, the literal meaning of the terms used therein” (218 CPA). The designation “unlimited” for services providing limits may truly, among other things, be attacked in accordance with that provision.

Section 228 of the Act prohibits merchants from failing to mention an important fact. Could the fact that access to mobile data is activated by default on smart phones be interpreted as being an important fact within the meaning of the CPA Act, considering that the lack of awareness of that fact may generate for the consumers unexpected charges? Could the fact that some devices use data transfer without the knowledge of the consumers, that may cause an excess of the usage limit or generate unpredicted charges may a matter of remedy based on these provisions?

In our desk study, we briefly addressed prepaid services and the diversification of the terms and conditions of these services, which may be quite complex for consumers to understand how they must pay these types of services and in what circumstances the imposing of extra fees (compared to a service interruption) may be justified. It might be relevant to ensure that the CPA covers prepaid services for consumers, who hardly have any protection against mandatory information. We refer to Section 187.2, in particular:

Before entering into a contract for the sale of a prepaid card, the merchant must inform the consumer of the conditions applicable to the use of the card and explain how to check the balance on the card. If the information required under the first paragraph does not appear on the card, the merchant must provide it to the consumer in writing.

It is worth noting that the use of prepaid services does not necessarily imply the physical redemption of prepaid credit, these transactions may generally be realized electronically, by direct debit. Therefore, how will users be protected from prepaid services if they don't use the classical way of payment, the only one that is the object of explicit mention of the law?

The following Sections don't specifically concern the information provided to the consumers, but, since numerous consumers, in the framework of our survey, have complained about the high fees of mobile Internet usage and roaming data fees, we questioned the Québec legislation Sections that may be invoked to dispute such fees.

First, it is worth noting the relevance that may be represented in these situations by Section 8 of the CPA and Section 1437 of the Civil Code of Québec:

8. The consumer may demand the nullity of a contract or a reduction in his obligations thereunder where the disproportion between the respective obligations of the parties is so great as to amount to exploitation of the consumer or where the obligation of the consumer is excessive, harsh or unconscionable.

1437. An abusive clause in a consumer contract or contract of adhesion is null, or the obligation arising from it may be reduced. An abusive clause is a clause which is

excessively and unreasonably detrimental to the consumer or the adhering party and is therefore not in good faith; in particular, a clause which so departs from the fundamental obligations arising from the rules normally governing the contract that it changes the nature of the contract is an abusive clause.

The wording of these provisions is still very general and their interpretation, and their possible application to these problems, has to be clarified by the courts. In fact, they might just have the opportunity since these Sections have been quoted in a class action lawsuit filed by a Montréal firm concerning, most specifically, roaming fees that were judged too high by the claimant¹⁶⁶.

Among other complaints from consumers, there are those dealing with the fact that usage limits they have to respect to use mobile Internet, significantly limit the possibility to fully benefit from the service offered. This brings us to question the possible applicability of safeguards prescribed by CPA:

41. The goods or services provided must conform to the statements or advertisements regarding them made by the merchant or the manufacturer. The statements or advertisements are binding on that merchant or that manufacturer.

42. A written or verbal statement by the representative of a merchant or of a manufacturer respecting goods or services is binding on that merchant or manufacturer.

It might seem difficult to apply Section 37 to the wireless services situation (since it seems to apply only to goods and not services)...

37. Goods forming the object of a contract must be fit for the purposes for which goods of that kind are ordinarily used.

But the fact remains that wireless services and goods associated with these services cannot be separated. It may, thus, be relevant to rethink that Section in a way where several goods cannot unfortunately be used to their full potential because of restrictive usage limits that are often associated with them.

Since several service providers regularly promote the speed and the quality of their mobile network, the fact that certain usage limits associated with the plans seem to restrain some consumers to fully benefit from the multiple possibilities of their devices might be considered as a violation of the safeguards in the CPA legislation. In fact, if a consumer decides to buy a smart phone because he/she read in a provider ad that mobile data provide fast and secured access to the Internet, wherever he/she is, can the unpredicted fees generated by the use of mobile data after exceeding the allocated limit, stop the consumer from fully benefitting from his/her device? Does the service really comply with the information provided in an advertisement? In short, can the device be truly used for what it is supposed to do according to the service provider advertising and promotional documents, whatever the usage limit imposed by the provider?

¹⁶⁶ **BERGERON, Maxime.** "Un recours collectif se dessine contre Bell, Telus et Rogers", La presse, Montréal, Canada, January 11, 2013. [Online] <http://affaires.lapresse.ca/economie/canada/201301/11/01-4610303-un-recours-se-dessine-contre-bell-telus-et-rogers.php> (page visited on May 9, 2013).

5.1.2 Changes brought to the provincial consumer protection legislations

Following changes to the Québec Consumer Protection Act in 2010, several other provinces have, each their turn, done the same to try and frame some contractual aspects of mobile telephony. Rather than underling differences between various provincial laws, we will focus on the provisions that seem particularly relevant for users of mobile Internet. In fact, the modifications brought to Consumer Protection Acts in Manitoba, Newfoundland and Labrador, Nova Scotia and Ontario, all include some provisions that are different from the approach of the Québec legislator, but which are just as interesting.

It is worth mentioning that the CPA covers, on the one hand, all consumption contracts and that the modifications brought to its section on contracts involving sequential performance; on the other hand, the telecommunication contracts, but also all other types of contracts involving sequential performance for a service provided at a distance. This was not the approach selected by provincial legislators; some preferred to adopt provisions that specifically relate to wireless telephony.

Of course, if the need to clarify the information provided to wireless telephony consumers is particularly important, since the latter have attempted to understand service offers that were more diversified and complex than the majority of telecommunication service offers, it is worth mentioning, however, that the need to clarify the information related to usage limits, prices and applicable conditions is also valid for the plans and data options. That being said, we will focus, for our analysis, on certain provisions that may apply to wireless telephony as well as data plans, in the broad sense, without taking too much time on the technicalities of the approaches chosen by legislators on the scope and application of the laws.

First, it is worth mentioning that provincial laws have framed and detailed the information that has to be provided to consumers in various contexts, in particular, the information to appear in a contract and the information to be disclosed to the consumer before the conclusion of a contract.

Some legislators have chosen similar approaches to Québec's for the information provided in a wireless contract. However, some provisions prescribed by other provinces include more meaningful obligations than these found in Québec legislation. Laws in Manitoba and Newfoundland and Labrador include, for example, among the elements that have to appear in a contract, certain information obligations relative to the price of mobile Internet. In fact, the law in Manitoba, for example, explicitly requires a mention of usage limits, a mention of the amount of possible excess data fees and a way for the consumer to obtain more detailed information on these, in addition to information how the charges related to the services payable to the usage (optional services) will be calculated¹⁶⁷.

¹⁶⁷ **PARLIAMENT OF MANITOBA.** The Consumer Protection Amendment Act (Cell Phone Contracts) (S.M. 2011, c. 25), Laws of Manitoba, June 16, 2011. [Online] <http://web2.gov.mb.ca/laws/statutes/2011/c02511e.php> (page visited on May 22, 2013).

185 (1) a supplier must ensure that the following information is set out prominently and in a clear and understandable manner, satisfactory to the director, on the beginning page or pages of a contract: [...]

(i) a statement of the maximum usage of any of the base services before the customer will become liable for costs not included in the minimum monthly cost ("additional use charges"),

(ii) a description of any restrictions on the base services — including, without limit, restrictions relating to time of day, day of week or geography — that will result in the customer becoming liable for costs not included in the minimum monthly cost,

(iii) the manner in which the customer can obtain further details on the base services and their costs and restrictions;

h) rates for any additional use charges referred to in sub clause (g)(i) — which may include, without limit, rates for additional minutes or **additional data usage** — and information on how the customer can obtain further details on these rates;

i) a description of any cell phone services available under the contract that the customer may opt to use, but that are not included in the calculation of the minimum monthly cost ("optional services"), including, without limit,

(i) an explanation on how the cost of each optional service will be calculated,

(ii) a description of any restrictions on the optional services that will result in an increase in cost to the customer for the use of these services, and

(iii) the manner in which the customer can obtain further details on the optional services and their costs and restrictions;

(Emphasis added)

The Consumer Protection Act in Newfoundland and Labrador provides for similar explicit obligations for information that has to be disclosed in a distance contract copy: obligation to specify usage limits, since some roaming fees may be billed, and information on usage fees¹⁶⁸.

35.2 (1) A supplier shall disclose the following information to a consumer:

[...]

(f) the total amount the consumer must pay each month;

(g) the applicable restrictions on the use of the services and the geographical limits, including local service coverage areas, long distance areas and roaming areas, within which they may be used; [...]

(q) rates for exceeding usage limits, where applicable; [...]

(t) with respect to distance service contracts for cell phones

(i) notification that roaming charges may apply,

(ii) notification of the number of included airtime minutes and **data usage**, where applicable, and

(iii) per use charges for incoming text messages, emails, and subscription text messages, where applicable; [...]

(w) a statement that unauthorized or incorrect charges will be reversed within 30 days of notification by the consumer to the supplier.

(Emphasis added)

¹⁶⁸ PARLIAMENT OF NEWFOUNDLAND. AN ACT RESPECTING CONSUMER PROTECTION AND BUSINESS PRACTICES, SNL2009 CHAPTER C-31.1, House of Assembly, St John's, Newfoundland, Canada, December 1, 2009. [Online] http://assembly.nl.ca/legislation/sr/statutes/c31-1.htm#35_2 (page visited on May 23, 2013).

The Consumer Protection Act in Nova Scotia was also updated recently with general regulatory provisions, the obligations concerning the information related to optional services that have to be added to the contract. These additions to the regulations are closer to the inclusive approach used in Québec¹⁶⁹.

Description of optional services

... the description of optional services must include all of the following:

(a) for each optional service that the customer agrees to subscribe to at the time the contract is entered into

(i) a description of the optional service,

(ii) an explanation of how the cost of the optional service will be calculated, and

(iii) a description of any restrictions on the optional service that will result in an increase in cost to the customer for the use of the optional service;

(b) the manner in which the customer can obtain further details on the optional services subscribed to and the costs and restrictions of these services;

(c) the manner in which the customer can obtain details on any optional services in addition to these subscribed to and the costs and restrictions of these services.

The Ontario government also presented a new bill to better protect wireless consumers. The bill had still not been presented in first reading at time of writing. The government, however, announced that it will prescribe the obligation for providers to inform the customers on the inclusions to the plan, on the services that may generate extra charges, and on the limits and exclusions of these options. Companies will also have to provide information on roaming fees and their mode of calculation¹⁷⁰.

Finally, it is worth mentioning that a few provincial laws prescribe precise provisions that prohibit merchants to bill services that the consumer never solicited.

5.1.3 Regulation: from the contract to the service

It must be concluded that the provincial legislators were aware of the growing number of problems related to mobile telephony when they started to bring changes to their respective consumer protection laws, acting within their contractual competency against the irritants observed. In that way, the provincial laws include new requirements about consumption contracts, where information has to be disclosed in offers as well as in contracts. Some legislators more explicitly require a minimum standard of information on mobile Internet, on its usage limits, on optional services or roaming, in addition to providing an interdiction for providers to expect the consumer to pay for services he/she never solicited or used. But, all those who took action are trying to force providers to provide the maximum reliable and complete information, at least on the important elements of the offer or the contract. Unfortunately, it seems that the absence of explicit obligations related to mobile Internet, and more specifically on the usage limits in some cases, information levels are extremely variable.

¹⁶⁹ **PARLIAMENT OF NOVA SCOTIA.** Cellular Telephone Contract Regulations, N.S. Reg. 59/2013, Nova Scotia, Canada, March 26, 2013. [Online] available on the Registry of Regulations' Web site <http://www.gov.ns.ca/just/regulations/regscpcellular.htm> (page visited on May 23, 2013).

¹⁷⁰ **MINISTRY OF CONSUMER SERVICES.** "Strengthening Protections for Wireless Consumers 2, Ontario Government, Ministry of Consumer Services, Toronto, Ontario, Canada, no date. [Online] <http://news.ontario.ca/mcs/en/2013/04/strengthening-protections-for-wireless-consumers.html> (page visited on May 26, 2013).

The CRTC, who has the necessary competencies to take action on the supply of telecommunication services and impose service conditions to the WSP, has also looked at the numerous issues related to telephony and mobile data. With its solid powers, it began to fight some of these problems.

5.1.4 Codes of conduct in Canada

A) INDUSTRY CODE OF CONDUCT

In Canada, there is already a Code of conduct on wireless services. In fact, the Canadian Wireless Telecommunications Association (CWTA) adopted a new voluntary Code of conduct in 2009¹⁷¹. It includes some information standards particularly: when offering consumers at points-of-sale or on the Internet, information on the basic prices of the plan, inclusions to the plan, additional charges for data usage, and notification when roaming fees may be effective in Canada and abroad. Furthermore, upon concluding an agreement, the provider has to disclose “all applicable charges, their billing frequency, what they represent and how they are calculated¹⁷².”

These requirements, some in provincial consumer protection laws, are, on some points, far below the content of the codes of conduct adopted by the wireless industry in the United States, or the Australian telecommunication industry. Furthermore, the CWTA Code consists of voluntary commitment from service providers; its application seems to be the subject of no oversight whatsoever. We, in fact, found no specific statistics about consumer complaints about providers that don't respect the principles in the Code. Neither does the Association have any power to sanction eventual wrongdoers.

B) MANAGEMENT TOOLS: SUMMARY OF OFFERED SERVICES

Contrary to the request made in the United States and Australia, the Code of conduct of the Canadian industry has not undergone any review aimed at prescribing specific obligations for usage management tools. Several providers have, nevertheless, put usage management tools in place that are not necessarily uniform from one provider to the other. To understand the concerns of the CRTC in this regard, we will briefly overview the tools that were offered before implementation of the wireless services Code.

First, it is worth mentioning that the majority of service providers provide a report on the usage of mobile Internet that is updated regularly, and is available to users when they open a personalized session on their provider's Web site. The latter, most of them, also provide mobile apps (or other means¹⁷³) allowing the consumer to have access to this report and usually to make changes to their services.

In addition, the majority of providers offer notifications sent by text message about the use of mobile data. The time when these notifications are sent may vary. For example, currently, Bell sends a notification when the consumer reaches 90% of his/her usage limit; Rogers, when the

¹⁷¹ **CWTA.** Canada's Wireless Service Providers Further Commitment to Customer Service Excellence with New Code of Conduct, CWTA, Ottawa, Ontario, Canada, September 1, 2009. [Online] <http://cwta.ca/blog/2009/09/01/canada%E2%80%99s-wireless-service-providers-further-commitment-to-customer-service-excellence-with-new-code-of-conduct/> (page visited on May 21, 2013).

¹⁷² **CWTA.** Code of Conduct, ACTS, Ottawa, Ontario, Canada, August 13, 2009. [Online] <http://cwta.ca/fr/for-consumers/code-of-conduct/> (page visited on May 7, 2013).

¹⁷³ Some suppliers offer, for example, the information on demand, by text message or by automated phone service.

user reaches 75% and 100% of his/her usage limit, whereas Telus sends a text message at 75% and 95% of usage, or when the consumer uses services payable at usage, when the usage charges reach \$10, and \$50.

Most providers also send text message notifications when a consumer enters a roaming zone, indicating usually the applicable roaming fees; here again, the level of comprehensiveness of the information seems to vary from one provider to another. One provider goes a little further than the others; it says that it uses a limit mechanism that allows usage of mobile data from \$200 of roaming usage to be blocked, unless the consumer explicitly indicates in a text message that he/she wishes to keep on usage. The provider again confirms that the consumer wishes to continue to use the service many times when he/she reaches new spending thresholds.

A spending limit may also be imposed by some providers as a substitution to a deposit requirement. In all cases, when a consumer reaches a certain amount of unpaid usage, access to key functions of the phone is blocked, except for the access to emergency calls (911). Charges to reactivate the phone may be applicable.

We noticed that providers have started to offer usage management tools. This offer seems to have progressed in the last year. However, the tools offered are all different, and their advertising varies from one provider to the other, as indicated in our analysis on the documentation they offer.

The CRTC, in the Code of conduct it proposes, thought about standardizing the offer and to impose on providers the obligation to provide, free of charge, various usage monitoring tools, to give all consumers an equal chance to follow-up on their usage. We will return to this further on.

C) NEW CODE ON WIRELESS SERVICES

It should be noted that the ACTS Code of conduct was not the subject of elaborate discussions during the proceedings that took place at the CRTC on the implementation of new rules in the wireless sector. Contrary to the United States, Canadian operators, during the public hearings at the CRTC, took a majority position in favour of a mandatory Code of conduct, without necessarily being in agreement with the proposed content. Some providers even contributed to launch the idea.

We indicated earlier that the main WSPs¹⁷⁴ are against the fact they have to comply with a set of provincial laws with regulations that are not necessarily identical in all points. This concern led providers to request that a set of federal rules be developed; this ideally would make the existing provincial laws inapplicable to the WSP. These concerns from companies were first expressed openly and in particular in a call for observations launched in the spring of 2012¹⁷⁵. Several stakeholders did benefit from that occasion to underline some weaknesses of the Canadian wireless services and had identified sectors that may benefit from a regulation, in particular, extra charges on text messages and roaming fees.

¹⁷⁴ That excludes new entrants on the Canadian market.

¹⁷⁵ Quoted in the 2012 telecom decision - 556.

CRTC. "Decision on whether the conditions in the mobile wireless market have changed sufficiently to warrant commission intervention with respect to mobile wireless services", CRTC, Ottawa, Canada, October 11, 2012, 9 pages, paragraph 10. [Online] <http://www.crtc.gc.ca/eng/archive/2012/2012-556.pdf> (page visited on May 23, 2013).

Following this consultation period, the CRTC concluded that the wireless services are competitive¹⁷⁶, but that consumers don't have the necessary information to fully benefit from the services offered within the Canadian market. For this reason, the CRTC launched public hearings to implement a mandatory Code of conduct applicable to wireless service providers, based on the will to protect adequately the wireless service consumers, and to implement some standardized standards to this end. The Code of conduct announced by the CRTC is mandatory; the CRTC would, thus, be going further than the FCC, since it didn't express the intention to give the industry the responsibility to develop and apply these new rules.

i) Information obligations in the contract

The recent CRTC hearing was supposed to help determine the way the Commission should regulate to standardize information provided to wireless service consumers, in particular through contracts¹⁷⁷. It is worth noting that the propositions from the Commission on the information that should be included in the contract would provide greater transparency on some key elements,

Among the elements that will more likely be included in the contract according the CRTC requirements: a description of services, the price of the total monthly charges, usage limits, if needed, the ways to obtain information on the charge payment by usage¹⁷⁸, requirements that are almost similar to those provided in various provincial laws. Inclusion of the rules of a federal code would provide, of course, as mentioned by several stakeholders at the CRTC, implementation of service standards that would benefit all Canadian consumers. Regarding the rules that would cover subjects for which some provincial laws already ensure some protection, implementation would provide equivalent protection to residents of provinces in which no specific provincial legislation has been adopted. Some rules proposed by the CRTC may also lead to the stipulation of existing rules that appear in provincial laws, which are at times too vague, and thus, difficult to apply.

ii) New in Canada: obligation to provide a summary of the offer

Besides the obligation to include certain information in the contract, the Commission also opened the door to a set of additional relevant questions, several of them relating directly to the information provided to the consumer on mobile Internet. It is worth mentioning that addressing (modelled on what is done in Australia) a personalized summary of the information provided to consumers before the contract is signed that would include, among other things: the price of the monthly plan, its usage limits, optional added services and a mention to the effect that additional charges may be billed for the use or services that are not included in the plan, with a method of obtaining additional information on these charges. The summary would also include a section that reminds consumers of some of their rights and a description of the usage management tools offered by providers¹⁷⁹.

¹⁷⁶ *Ibid.* It is worth mentioning that one of the CRTC arguments was the growing popularity of wireless services offered by independent suppliers. However, at time of writing, rumours about the fact that some of those providers may be bought by Canadian empires.

¹⁷⁷ The CRTC seems to be interested in that approach, despite reservations from certain stakeholders, in particular the *Office de la protection du consommateur*.

¹⁷⁸ CRTC. "Telecom Notice of Consultation CRTC 2012-557-3", CRTC, Ottawa, Canada, October 11, 2012, Section D1.2 [Online] <http://crtc.gc.ca/eng/archive/2012/2012-557-3.htm> (page visited on June 18, 2013).

¹⁷⁹ *Ibid.* Section D1.4 of the Code.

iii) Usage management tools and systematic information

With this Code, the Commission also wishes to standardize the usage of management tools. In the Code's draft, the Commission proposed including the obligation for providers to provide a usage report on their Web site, send usage notifications by text messages free, for all services that include a usage limit (voice, text message and mobile data). Also, a proposal for the protection of consumers using a service not included in their plan should be included. According to the draft proposed by the Commission, the consumer would be notified by text message on the usage price of the service, when the customer uses it for the first time.

Notifications sent by text messages were also proposed for consumers who access a roaming network; these notifications were to mention the charges applicable in that zone for voice services, text messaging and data. The Commission also questioned the relevance of proposing a limit on excess charges of all types of services together, established at \$50. After reaching this limit, the consumer's services would be interrupted until the next billing cycle, or until the consumer accepts explicitly to pay some extra charges¹⁸⁰. Therefore, the Commission opened the door to a question that was debated by multiple foreign regulators.

The Commission also questioned the relevance of addressing some additional obligations for suppliers, like deactivating the data access on phones when consumers subscribe to services that don't include and access mobile Internet. The Commission also proposed giving the consumer the possibility of deactivating on his phone, access to some optional services that may generate extra usage fees¹⁸¹.

iv) Parties' replies to the proceedings

Some provisions from the Commission received favourable response from an important proportion of the parties during the proceedings. The obligation to provide a usage report, which most of the key providers already do, was not the object of significant debates. The idea to offer a personalized information summary was also accepted by most parties during the proceedings. Some providers, however, asked for maximum flexibility on the content of this personalized summary; also insisting on the fact that the obligation to give a summary would come only after conclusion of the contract. Some asked that the obligation to allow for such a summary applies only on the consumer's express request. Several consumer defence groups, however, insisted that standardized information may be provided rather to all consumers before concluding the contract, so they may shop more easily for their wireless services. This last approach corresponds to the model adopted in Australia.

Proposals on usage management tools received uneven response. It is worth saying that suppliers generally agreed with the idea to offer notifications by text messages for the use of mobile Internet, but, some were rather unconformable with the idea to do the same for other services submitted to usage limits, on the grounds that some of these tools would be expensive or difficult to implement, or simply because the consumers, according to some industry representatives, don't want to receive as many notifications¹⁸².

¹⁸⁰ **CRTC**. "Telecom Notice of Consultation CRTC 2012-557-3", *op. cit.* 178, Section D5.2 of the Code.

¹⁸¹ *Ibid.*

¹⁸² That notice was sent by the ACTS as part of their final written observation submitted to the Commission on March 1, 2012.

CANADIAN WIRELESS TELECOMMUNICATIONS ASSOCIATION. Re: Telecom Notice of Consultation 2012 - 557 Proceeding to establish a mandatory code for mobile wireless services – Final written comments, CRTC, Gatineau, Canada, March 1, 2013, 12 pages. [Online] <https://services.crtc.gc.ca/pub/ListeInterventionList/Default-Default.aspx?en=2012-557&dt=f&lang=e> (page visited on May 23, 2013).

The proposed tool in the Commission's draft that was, by far, the topic of the greatest controversy was the obligation to offer a tool that would limit exceeding fees. This idea was first presented by some stakeholders during the proceedings. It was inspired by the European model implemented to limit mobile Internet fees in roaming¹⁸³. Following that, other groups raised the idea that such a tool may be relevant for all wireless services that may generate excess usage fees¹⁸⁴. All consumer defence and public interest groups were in favour of such a management tool, that it should be implemented to manage excess fees in general or only to manage roaming fees. Service providers, on their part, opposed the proposal, some indicating that it was not worth it to invest money in tools that consumers would find annoying (even though a service provider already offers this type of tool to limit excess fees generated with the use of a roaming network¹⁸⁵).

Finally, it is worth noting that if the objective of some stakeholders was to find a way to substitute the federal code from the provincial consumer protection laws, the Commission, for its part, proposed rather a clause that would confirm the peaceful coexistence of the rules dictated by various proceedings:

*A4. The Wireless Code is to be interpreted in favour of the consumer and must not be interpreted in a way that prevents a consumer from benefiting from any other federal or provincial law or regulation which is more favourable to the consumer.*¹⁸⁶

We notice, however, that the approach proposed by the Commission, if it constitutes without a doubt a thorn in the side of the main wireless service providers, is similar to the one that was prescribed and included in Section 1.1.7 of the Australian industry's telecommunication service providers Code of conduct. That approach also complies with the concerns raised by several consumer groups who participated in the proceedings, who argued for coexistence of available remedies for consumers and also claimed the dangers of reducing the scope of provincial laws, which contrary to the "medication" provided via the CCTS, allow for the collective defence of consumer rights¹⁸⁷.

¹⁸³ The Public Interest Advocacy Centre made part of the public record its research on data and roaming fees. **PIAC**. Consumers and Wireless Data Roaming Fees, PIAC, Ottawa, Canada, December 10, 2012, 62 pages. [Online] http://www.piac.ca/telecom/canadian_consumers_expect_better_protections_for_international_roaming_fees/ (page visited on May 23, 2013).

¹⁸⁴ N.B.: This was the case for Union des consommateurs which raised this concern in some of its submissions. Our main concerns are available online.

UNION DES CONSOMMATEURS, *Allocution prononcée par Sophy Lambert-Racine devant le Conseil de la radiodiffusion et des télécommunications canadiennes*, Monday, February 11, 2013 et *Observations finales, remises au Conseil de la radiodiffusion et des télécommunications canadiennes*, Union des consommateurs, Montréal, Canada, February 11, 2013, 40 pages. [Online] <http://uniondesconsommateurs.ca/wp-content/uploads/2013/02/120210-UC-CRTC-observations-F3.pdf> (page visited on June 4, 2013).

¹⁸⁵ **RENNIE, Steve**. Rogers, "Telus urge telecom watchdog to scrap proposed cap on data usage", *Macleans*, Toronto, Canada, February 12, 2013. [Online] <http://www2.macleans.ca/2013/02/12/rogers-telus-urge-telecom-watchdog-to-scrap-proposed-caps-on-data-usage/> (page visited on May 23, 2013).

¹⁸⁶ **CRTC**. "Telecom Notice of Consultation CRTC 2012-557-3", *op. cit.* 178, Section A4 of the Code.

¹⁸⁷ N.B.: *Union des consommateurs*, the *Service de protection et d'information du consommateur* and the Samuelson Glushko Canadian Internet Policy and Public Interest Clinic, as well as some recent entrants to the wireless service market have defended the relevance to conceive an applied Code of conduct complementary to the existing provincial laws. All stakeholders' submissions are available on the CRTC Web site, telecom file 2012-557.

CONCLUSION

The Internet is used by the entire population, not only to surf the “information highway”, but also to download the most diverse contents to exchange with family and friends, and to watch streaming videos and movies, etc. For many consumers, the Internet has a huge potential, because it could replace all traditional communication services. A privileged mode of communication and universal content platform, an ever-growing number of consumers wish from now on to access it anytime and anywhere.

Telecommunication service providers depend on the revenue generated by the Internet access services by mobile network, which now extends beyond, according to some estimates, the profits generated by phone calls. Mobile Internet is definitely the new black gold for WSPs and they are very conscious of it. Of course, Canadian consumers don't use their mobile device as frequently as the French or the Americans, but their smart devices are used by a proportion of fast-growing users. In fact, rare are consumers now who want to buy a mobile device with the intention of only using the phone functions.

To the contrary, consumers who buy this type of device which provides access to mobile Internet are most probably seduced by these extended functions, without knowing, however, in many cases, what these extended functions actually represent in terms of additional charges. Consumers that make the mistake, after purchasing their device, to only trust forecast tables from those providers they consulted to assess their needs, will soon realize the approximate nature of the information disclosed to them upon purchase. Huge bills or exceeding the limits faster than expected might as well be their reality.

The fact that access to the Internet is offered via mobile networks by providers for the past years doesn't guarantee a satisfying knowledge of services by consumers. In fact, the popularity of these services is quite recent, followed closely by smart devices. An important proportion of consumers still have a limited knowledge on the operation of mobile Internet and its pricing modes. Furthermore, some of the consumers' basic notions on the traditional Internet access services, that is, by wire or cable network, simply don't apply to the usage of a mobile device and a cellular network. In fact, these services are currently a lot more expensive and subject to usage limits which are at times too restrictive than the residential Internet access services. The conditions of usage, different and more restrictive, may generate surprise charges; consumers sometimes have difficulty understanding what usage limit is exactly, and what they can do to avoid exceeding that limit.

Our survey seems to indicate that consumers count most often on the various telecommunication service providers to obtain information on mobile Internet. In all cases, the information provided online is by far the most consulted when consumers shop for their smart devices and their wireless services.

Unfortunately, no single source is ideal for the consumer. In fact, users, here and elsewhere, showed their dissatisfaction on the information provided to them. Even for those who are used to using such extended services, some basic information on mobile Internet is still now well known. For us, it seems evident that the lack of consumer information and the scarcity of reliable and comprehensive resources at their disposal don't allow them to fully benefit from a service that is transforming the Internet access services market.

Our field research outlined the numerous difficulties that consumers may encounter when they are looking for information on various services and on the available plans and their conditions of usage. In fact, not only is the degree of understanding of the information offered quite variable from one provider to the other, from one means of communication to the other, even from one page to the other, but we have also noticed that important information for the consumer is displayed and spread in a disorganized way, which reduces its accessibility and possible comparisons. Information on the terms and conditions, or on fees, is often confined to sections that are not easily or spontaneously accessible. Documents explaining the proposed usage limits give only approximate information on a service that is extremely complex to understand. Furthermore, when information management tools are available, their advertising is often insufficient to allow consumers to learn the ways how to effectively manage their expenses.

Even if providers multiply their initiatives to better inform consumers on the operation of mobile Internet, we have to conclude that that information is often confined to some sections less visible or not, that will not be consulted spontaneously by a consumer before he/she buys a device or starts to use mobile Internet. However, some information on the operation of mobile Internet seems essential, since the impact of consumers' lack of awareness on the speed at which usage limits imposed by providers will be reached by the user, and on the charges that could be billed to them.

Besides the problem of physical accessibility of information, we also note an accessibility problem to the vocabulary used. The terminology proper to wireless services is not necessary well-controlled by consumers, who request, in a significant number how to standardize the terms used by providers. Finally, it is worth mentioning that in some cases, consumers indicated that they don't trust providers. This mistrust may be from being cautious. Our field study showed that it could be difficult to find neutral, objective information from providers that do not only include sales arguments.

It is worth noting that providers are the masters of services they offer and the ways of pricing them; wireless services are still largely deregulated in Canada. That freedom also places substantial accountability on them. If they proudly display their various initiatives, some refuse to recognize any relevance to the idea of being proactive. According to them, it is the consumer's responsibility to get the information or to research the information they may need (even if they ignore what information they should get). Some of them said that the majority of consumers know how smart phones and wireless services work. The detailed results of our survey seem to rather demonstrate the opposite...

It is true, of course, that consumers also have the responsibility to get information. The WSP and the CRTC also expressed their views, but they recognized at various levels, the relevance to adopt new regulations aimed at standardizing the information provided to the wireless service consumers, thereby admitting that consumers don't currently have the means to be adequately informed about their wireless services.

Of course, the concerns raised here are not exclusive to Canada: our study demonstrated that they have also been raised abroad several years before Canada began to seriously question the best ways to inform the users of wireless services. It is a generally admitted fact that: consumers have a lot of difficulty effectively managing the use of such an abstract service as mobile Internet access within the limits that may seem to them to be just as abstract. So many factors may influence mobile data consumption. Legislators and regulators came to the conclusion that consumers absolutely need reliable tools to monitor their usage and avoid "shock bills".

Tools that were spontaneously proposed by the industry didn't fulfill the needs of all consumers; foreign regulators chose to standardize the various usage management tools. We observed that the standards adopted in the United States, Australia and Europe are quite uneven: if some favoured flexible measures that lean on the accountability of the service providers (U.S.A.), others rather came to the conclusion that rugged measures were being imposed: Europe imposes severe pricing regulation and Australia imposes particularly strict information obligations.

The spotlight is now focused on Canada where various stakeholders have shared a multiplicity of perspectives that tend to defend interests that despite what they say are really not the consumers'.

Various provincial legislators took a position on the issue and have updated their respective consumer protection laws to adapt to the wireless service providers' practices and to the particularities of that service that were the subject of numerous significant complaints. The CRTC Code of conduct will be effective soon. In all cases, there is no doubt that the solutions intended or adopted are only the first step of a reflection that will constantly need to be re-fed to follow the unbridled technological progress of the wireless service sector. Already, provisions that came into force in Québec some three years ago would have to be refreshed.

Consumer need for information on wireless services is multiple, since the present services are complex. Consumers need to obtain more information about the operation of smart devices, mobile Internet, pricing and on the ways to control their usage, as long as consumption limits are imposed. Therefore, the goal is ambitious for the industry, legislators and regulators. They will have to find the necessary balance in the measures that will be adopted to reduce the level of dissatisfaction of consumers. In addition, merchants will have, more than ever, to systematically offer consumers all relevant information about adequate operation of services, prior to the purchase of a device allowing access to a wireless network, before and after the conclusion of an agreement.

In all cases, the first steps already made by various legislators, regulators and members of the industry are going in the right direction. Our study, however, allowed some issues and problems to be addressed, as well as some innovative solutions that may be intended in Canada. We studied numerous solutions that were adopted abroad which are, however, quite recent and which will need to be studied again with hindsight in the coming years. However, the fact that Canada may take its inspiration from foreign measures, it may take the very best from every solution adopted to become a model in wireless service consumer protection.

Finally, other studies will need to be made to support the results of this research. In fact, we focussed our efforts most specifically on informative and promotional documents provided by telecommunication service providers, but deeper studies could be made on the information provided by other sources. A more detailed study of the information provided by smart device manufacturers, mobile app creators or even by independent information sources frequently consulted by consumers deserves to be realized.

Furthermore, we believe it is necessary to insist on the fact that issues related to usage limits are not the unique prerogative of mobile Internet access services. Solutions adopted here and elsewhere to better inform consumers should also take into account other services that may generate excess fees, in particular phone calls, text messaging, photo and video messaging, all types of services billed in roaming, etc.

Finally, if we observed some gaps on the information related to usage limits and terms and conditions of mobile Internet, we observed that lack of clarity and understanding of the information provided seem endemic in the telecommunications sector. Some research on subjects under control like mobile Internet will not allow the quality of the information provided in a global perspective to be evaluated. We consider it is essential to identify all the gaps in terms of information provided on telecommunication services, and more specifically on wireless services to find ways to enhance and clarify the information so that consumers may truly make informed decisions. It is, according to us, a *sine qua non* condition for positive reversal in the favour of telecommunication services consumers, who have, for too long, suffered the consequences of an anemic competition on which the regulators have unfortunately closed their eyes.

RECOMMENDATIONS

- Whereas, since they are counted by the Commissioner for Complaints for Telecommunications Services (CCTS), consumer complaints related to wireless services keep growing;
- Whereas, mobile Internet services access is growing in popularity among users;
- Whereas, mobile Internet services are an important source of profits for the Canadian WSP, and the average revenue generated by Canadian wireless services users is one of the highest in the world;
- Whereas, mobile Internet access plans with lower usage limits are those allowing providers to accumulate the most significant revenues;
- Whereas, Canadian consumers in general have difficulty understanding how mobile Internet services access works, what exactly their usage limit is, and how to monitor that usage;
- Whereas, some functions or apps may access mobile Internet without the knowledge of the user and generate excess charges;
- Whereas, consumers don't have enough tools allowing them to effectively monitor and control their usage;
- Whereas, various usage management tools are already offered or used by various Canadian and foreign providers;
- Whereas, the only arguments from the industry to reject additional protection measures for the users are financial arguments, and the technology allowing to implement these measures;
- Whereas, consumers must be able to compare offers that are presented by various providers;

Union des consommateurs recommends to the CRTC:

1. To impose on service providers the obligation to inform consumers, before or after the conclusion of an agreement, that some functions or apps may access mobile Internet without their knowledge and generate excess charges, identify these functions and provide reference to a source that clearly explains how to limit that bandwidth consumption;
2. To impose on the service providers the obligation to offer consumers the opportunity to deactivate access to data on a new device;
3. To adopt the following measures as intended within the framework of the CRTC hearings on the wireless services Code, and impose on service providers:

Personalized information summary

3.1 A summary of the provider's offer, personalized according to the options chosen by the consumer, must be provided to the consumer before the conclusion of an agreement;

3.1.1 The personalized information summary has to be made available electronically or on paper, according to the consumer's preference;

The information provided in the personalized summary must be standardized, in its form as well as in its content, to facilitate consumer understanding of the different service offers. The personalized summary must include, in particular:

- *The usage limit in the plan for the use mobile Internet;*
- *The price per megabyte of the Internet access, for the capacity included in the plan as well as for the additional megabyte or outside the plan;*
- *A comprehensive list of services payable by the user that is not included in the chosen plan, with their applicable fees;*

An explicit mention that the usage fees in roaming are higher than the usage fees in a zone covered by the provider, for each service which fees are higher, with a way to easily obtain more information on the applicable charges;

- *Comprehensive information on the usage monitoring management tools offered by providers;*

Usage management tools

3.2 *Service providers must provide all subscribers, in the listed situations, with the following usage notifications and usage management tools:*

- *A usage notification by text message for services that include a usage limit. Such notification, sent when the usage reaches x%, y%, and z% of the usage limit intended in the plan, must include the consequences related to the reach or possible excess of the usage: interruption of service or imposing of excess usage fees, amount of the excess charges, measures to undertake, when appropriate, to authorize the excess;*
- *A notification of the applicable roaming fee by text message, when entering a zone where these charges are applicable, or when entering in a zone where the charges are different;*
- *A notification by text message when a service not included in the plan is used for the first time, indicating the applicable charges for the use of that service;*
- *The limit of the excess charges for the services that include a usage limit.*

The Commission has to ensure that usage management tools do not keep the user from dialing an emergency call (911), to receive calls or reach his/her service provider to reactivate his/her device;

The notifications must provide updated information and be available for the devices accessing mobile Internet via a cellular network by text message or email, for postpaid as well as prepaid services;

4. To verify whether the usage management tools intended in the wireless services Code and offered on the market, are effective and meet the needs of consumers so that adequate modifications may be brought to the Code upon the time of review;

- Whereas, several foreign authorities have already found and adopted various solutions to minimize the risk of “bill shock”, by regulating some charges, or by ensuring that the provided information to consumers is complete and precise before purchase, as well as before and after the conclusion of an agreement.
- Whereas, foreign regulatory authorities have implemented initiatives to offer consumers information on wireless services to help them limit their excess usage fees;
- Whereas, the CRTC created, in 2012, the position of Chief Consumer Officer whose role is to better understand consumers concerns, particularly on research activities, and to bring them to the attention of the Commission;
- Whereas, no in-depth studies have been made on “bill shock” related to Canadian wireless services;

Union des consommateurs recommends the CRTC:

5. To give the Chief Consumer Officer the mandate to undertake in-depth studies on the level of knowledge of consumers on mobile Internet services access, on the level of understanding of Canadian wireless services offers and to bring to the attention of the Commission, the consumers’ understanding and information-related issues;
6. To determine, following the report to the Consumer Officer, measures that would be necessary to simplify the Canadian services offer, or to ensure that they are understandable for all users;
7. To give the Chief Consumer Officer the mandate to conduct more in-depth studies on the financial impact of unpredicted usage charges related to the use of wireless services, as well as on all factors that may generate for consumers surprise charges related to wireless services;
8. To ensure that Canadian consumers are offered neutral and comprehensive training on the functioning of mobile Internet access services and wireless services on usage limits and ways to limit charges related to these services;
 - 8.1 By imposing new information obligations to providers;
 - 8.2 By holding consultations for the implementation of a neutral and comprehensive comparison tool of wireless service offers and mobile Internet access, that would allow comparison of various offers from all providers according to common criteria to be undertaken, and determine what impartial and independent element would receive the mandate to produce and update that tool;

Union des consommateurs recommends the Office of Consumer Affairs:

9. To specify, complete and publicize its “Cellphone Choices for Canadians: A Practical Guide to the Canadian Cellphone Marketplace” document, so that consumers may easily obtain detailed information on the operation of mobile Internet on various wireless devices, and on the ways to manage their expenses related to the usage of that service;

- Whereas, service providers use various ways to inform consumers on mobile Internet and the information provided is often unclear;
- Whereas, differences in the terms used by the providers must uniformly qualify the services used for mobile Internet, and to quantify and calculate the usage of services which prevent consumers from adequately comparing the offers provided and effectively using the services they choose;
- Whereas, service providers are the privileged source of information for consumers who want information on mobile Internet;

Union des consommateurs recommends the CRTC:

10. To reflect on the relevance to ensure standardization of the terms used in the wireless service industry to qualify, quantify and calculate various services that may generate excess charges on wireless telephony and mobile Internet;
11. To consult Canadians, within the framework of this examination, on the terms used in the wireless services sector to ensure effective standardization;
12. To determine in what instance, if appropriate, standardization will be applied;

- Whereas, wrong billing generated by mobile Internet has become such an issue that several class actions were initiated on this issue abroad;
- Whereas, access to the Internet via a mobile network provides a very different surfing experience from one provided by a computer, and that companies in that sector may propose some contents at competitive rates, giving them a preference compared to all other content offered on the Web;
- Whereas, access to Internet in roaming generated an important number of complaints in Canada;
- Whereas, the possible regulation of these rates related to roaming was not addressed during the hearings that would have led to development of a Code of conduct for wireless services providers;

Union des consommateurs recommends the CRTC:

13. To verify how providers calculate the use of mobile Internet usage of the consumers, to ensure that the methods used don't generate overestimation and overbilling;
14. To confide to the Chief Consumer Officer a research mandate, and when appropriate and according to these recommendations, hold public hearings on the various pricing modes for the services using a mobile Internet access, and assess the impacts on the neutrality of the Net;
15. To launch a request for comments on the competition and roaming fees.

- Whereas, documents provided by service providers don't allow consumers to find information quickly on the operation and pricing of mobile Internet access services before buying a device or concluding an agreement;
- Whereas, documents offered by service providers to help consumers evaluate their needs, in particular, with the help of consumption tables or data calculators, alone are not enough to provide precise and exact information on a consumer's real usage of limited mobile Internet service access;
- Whereas, warnings from providers on unexpected charges that may be billed for mobile Internet usage or its activation by default are minimal;
- Whereas, some foreign authorities have imposed on service providers certain informational obligations for mobile Internet;
- Whereas, issues related to billing are the most frequent cause of complaints recorded by the CCTW;

Union des consommateurs recommends wireless service providers:

16. To simplify wireless services offers by reducing the prevalence of usage limits ;
17. To proactively offer new and former customers the most recent information on mobile Internet on how to manage their usage;
18. To adequately raise consumer awareness regarding their subscription to a service that provides access to mobile Internet, on the consequences of exceeding usage limits and also raise awareness of current customers when an agreement is modified or renewed;
19. To ensure that all usage limits, service conditions or applicable excess charges are explicitly indicated in promotional material, more specifically:
 - 19.1 To avoid that service restrictions or some mentions regarding additional charges appear only in less accessible or visible sections;
 - 19.2 To provide, in each information brochure and Web page on wireless service, including the access to mobile Internet, comprehensive information on the offered services, that mentions more specifically: usage limits, usage restrictions and any form of additional charges applicable;
20. To avoid consumers' confusion on that fact they may fully benefit from all functions using mobile Internet, if usage limits don't allow them to do so without paying high excess usage fees;
21. To regroup, on their Internet sites, the information related to mobile Internet and multiply the internal links that lead to its access, so it is accessible as much as possible;
22. To indicate to consumers, as visible and clearly as possible (in their promotional documentation) how they may monitor and manage their mobile Internet usage;
23. To multiply and complete initiatives (of all kinds) to comprehensively inform consumers on the usage of mobile Internet and how to limit the excess of usage limits and additional usage charges;
24. To indicate as visibly as possible, in consumption tables or data calculators, that the information provided is only approximate, to mention clearly the specificities on which the data calculations are based, and to detail as much as possible the various tables and calculators to enhance their precision;
25. To improve the accessibility and legibility of monthly bills and to clarify the content to allow a consumer to quickly find the charges billed on excess usage and functions that have generated these charges: (for e.g. local calls, long distance calls, text messages or data).

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- Whereas, several provincial authorities decided to adopt some laws to circumscribe consumption contracts more precisely, in particular in the wireless services sector;
- Whereas some of these provincial laws are only aimed at cellular devices;
- Whereas, several provincial authorities ban some practices, and in particular, ignore important facts or engage in misleading advertising;
- Whereas, consumers very often ignore several elements from service providers' offers that may generate additional charges;
- Whereas, wireless services evolve very rapidly and mobile Internet access services and their usage limits may escape some general provisions provided in provincial laws;

Union des consommateurs recommends provincial authorities responsible for the regulation and consumer protection laws to revise, when appropriate, their regulation to:

26. Ensure that their laws or respective regulations take into account mobile Internet, and more specifically:
 - 26.1 Ensure that all provincial consumer protection laws include provisions protecting all wireless service consumers, and not only the cell phone users;
 - 26.2 Ensure that legislation imposes in the contract clear indication of: usage limits, exclusions related to usage limits, excess usage fees, and service fees billed by usage;
 - 26.3 Ensure that the laws impose on the service providers and merchants, the obligation to advise consumers, upon conclusion of an agreement or acquisition of a wireless device that the access to data is activated by default on the device, when appropriate, and to provide a reference to a source explaining how to easily deactivate that access;
27. Ensure that the wireless service contract indicates in what circumstances roaming fees are applicable, that these fees are higher than the usage fees generated by the use of a coverage network and the way to access more information on all applicable charges;
28. Ensure that in all circumstances, the consumer may refuse the charges imposed on a mobile Internet service he/she didn't agree to use or because the usage conditions were not timely and clearly explained to him/her;

Union des consommateurs recommends, in addition, provincial law enforcement agencies:

29. To investigate on information practices of service providers and wireless services resellers, to verify, in particular, if they fail to mention before or at the time of concluding an agreement on mobile Internet, significant charges;
30. To investigate advertising practices from service providers and wireless services resellers to identify misleading commercial practices they may be likely to use on wireless services including the information provided on usage limits and unlimited qualified services;
31. To use coercive means at their disposal to ensure, if appropriate, the situation is corrected;

- Whereas, the Competition Bureau gave an adverse opinion of the mobility of consumers' wireless services and that lawsuits were filed against the main providers for misleading indications;
- Whereas, some means employed by service providers to inform their future and eventual customers on mobile Internet which do not permit consumers to easily understand all the applicable conditions to the offered service or to easily differentiate the various offers on the market;
- Whereas, promotional and advertising material from services providers remain vague on the real usage of mobile Internet that may be made without the risk of generating significant excess usage fees;

Union des consommateurs recommends the Competition Bureau:

32. To investigate advertising practices from service providers and wireless services resellers to identify misleading commercial practices which they may likely use on mobile Internet;
33. To use coercive means at their disposal to ensure, if appropriate, the situation is corrected;

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