



Adjudicator's Report

Complaint reference	26210
WASPA member(s)	Bob Mobile Deutschland GmbH (1389) (IP) / Mira Networks (Pty) Ltd (0011) (SP)
Complainant	Monitor
Type of complaint	Subscription service
Date complaint lodged	2015-03-26
Date of alleged offence	2015-03-26
Relevant Code version	13.6
Clauses considered	3.5, 3.6, 3.7, 4.2, 4.5, 4.9, 5.1, 5.4, 5.5
Related cases considered	25147

1. Complaint

- 1.1. The complainant in this matter is the WASPA Monitor who identified a potentially problematic campaign promoting a content subscription service. There are a number of parties involved in this matter and the relationships are somewhat convoluted. The IP works with a number of affiliate partners which, in turn, work with publishers (also referred to as "affiliate publishers"). If I understand the relationships correctly, this is how the business model is structured:
- 1.2. Affiliate publishers sign up with the IP's affiliate partners which operate affiliate marketing networks.
- 1.3. The affiliate publishers operate marketing campaigns that are designed to appeal to end

consumers and entice them to purchase goods or services.

- 1.4. The affiliate partners' upstream provider, in this case, is the IP which offers a content subscription service.
- 1.5. The IP makes use of the affiliate partners and their downstream affiliate publishers to market the IP's content subscription service to end consumers.
- 1.6. In this complaint, the Monitor became aware of what appeared to be a jobs website of some description that offered to pay its users when they earn enough money through the site doing some sort of activity. When it came time to redeem a credit offered through the jobs website, the Monitor followed a claims process that led to an apparent identity verification mechanism that seems similar, conceptually, to a number of CAPTCHA mechanisms that are designed to prevent automated scripts from abusing the particular website's functionality.
- 1.7. In an attempt to verify that she was "human", the Monitor was presented with a number of links to "surveys" to click on and complete. Presumably an automated script or bot wouldn't be able to pass this grossly simplified version of the Turing Test and only humans would be able to claim their payouts from the website.
- 1.8. When the Monitor clicked on one of these surveys, she was taken to the IP's content subscription service landing page which offered "mobile content" and "a chance to win" an iPhone 6. At this point the process became more familiar.
- 1.9. The Monitor was invited to submit a mobile phone number. Underneath the prominent "Continue" button was relatively small script stating that the service was a "SUBSCRIPTION SERVICE R5/day" and, further, that the "promotional draw or competition is ancillary to the subscription service".
- 1.10. The Monitor entered a mobile number and then followed a double opt-in subscription process via SMS. The Monitor then unsubscribed from the service and this seems to have been effected.
- 1.11. The Monitor's test was documented and is attached to this report as Annexure "A".
- 1.12. The concern about the overall process was as follows:

It appears that the original "Job internet site" is not a real "Job internet site" and that no moneys ever get paid to users performing certain duties. It is therefore

clear that the intention of such a site, whilst incredibly misleading, is to merely hook users into a mobile content subscription service. The media monitoring team have not seen such extreme levels of deceit, if this is the work of a marketing hook.

It is however possible that perhaps the job internet sites have been “hijacked” by marketers of mobile content.

We suspect our Service Providers are going to state that this would be the work of their affiliate marketers and that they are/were unaware of such marketing. We have seen a few adjudications where the adjudicator deemed this excuse to be ineffective. It is the responsibility of every WASP in our industry to know how, when and where their services are being marketed.

- 1.13. The Monitor asked an emergency panel to consider the following relief:
 - 1.13.1. “All subscriptions to be stopped with immediate effect, and refunded to all users.”
 - 1.13.2. “All marketing pages deriving from the Payripo.com site to be removed with immediate effect.”
 - 1.13.3. “All mobile numbers to be removed from databases and to NOT be marketed to in future.”

2. Member’s response

- 2.1. The SP deferred to the IP after stating that it insisted on the IP putting a stop to the campaign.
- 2.2. The IP submitted an initial set of responses and followed those up with a more formal version of substantially the same submissions. I have attached the formal submissions as Annexure “B”. Essentially, the IP said the following:
 - 2.2.1. The IP finds the campaign to be unacceptable.
 - 2.2.2. The job website is not under the IP’s control and is rather operated by a 3rd party (the affiliate publisher).
 - 2.2.3. The IP has a number of “has strict procedures in place with regard to affiliate marketing and that it makes the maximum effort to ensure that the affiliate networks and its publishers comply with applicable rules and regulations” that

include contracts and a pre-approval requirement for campaigns.

- 2.2.4. The IP works with a select group of affiliate partners who are required to moderate the affiliate publishers that use their networks.
 - 2.2.5. Affiliate publishers are also required to obtain the IP's approval before using the affiliate publisher's own marketing materials.
 - 2.2.6. The IP also pointed out that it "is difficult to actively find out if an affiliate publisher breaches these strict rules and uses its own marketing materials for Bob Mobile's services without approval, because Bob Mobile does not know and has no control over the exact URL's on which the marketing material is placed".
 - 2.2.7. In addition, the IP also makes use of an external monitoring service that watches for non-compliance with the IP's rules and the WASPA Code's requirements and the IP also takes remedial action when it becomes aware of irregularities.
 - 2.2.8. Finally, the IP "also internally monitors complaints and extra-ordinary increases in conversions or in complaints and follows up on these to ensure that these are not the result of incompliant marketing materials".
- 2.3. In response to this present complaint, the IP instructed the relevant affiliate partner to block the affiliate publisher responsible for the jobs website campaign; partially suspended the affiliate partner itself; warned the IP's other affiliate partners about such problematic campaigns and approached the eight consumers affected by the campaigns to offer refunds with mixed results.
 - 2.4. A planned emergency panel was cancelled after the IP's took action to address the Monitor's concerns so it now falls to me to adjudicate the initial complaint.

3. Sections of the Code considered

- 3.1. This complaint is governed by version 13.6 of the Code which is a redraft of the Code.
- 3.2. The Monitor cited a number of clauses of a version of the Code other than the one that applies in this case. I have corrected the clause numbers to reflect the correct version of the Code and I have limited the portions of the clauses under consideration to those cited in the original complaint:

3.5. Members must ensure that any customer who is not a member of WASPA, but

is providing services covered by this Code of Conduct, is aware of the requirements of this Code of Conduct.

3.6. Members must ensure that any customer who is not a member of WASPA, but is providing services covered by this Code of Conduct, provides those services in a manner consistent with the requirements of this Code of Conduct.

3.7. A member is liable for any breaches of this Code of Conduct resulting from services offered by a customer, if that customer is not also a member of WASPA. If the member can demonstrate that they have taken reasonable steps to ensure that that customer provides services in a manner consistent with the requirements of this Code of Conduct, this must be considered as a mitigating factor when determining the extent of the member's liability for any breaches.

4.2. Members must at all times conduct themselves in a professional manner in their dealings with the public, customers, other service providers and WASPA.

4.5. Members must respect the intellectual property rights of their clients and other parties and must not knowingly infringe such rights.

4.9. Members must not provide any services or promotional material that:

(a) ...;

(b) results in any unreasonable invasion of privacy;

(c) induces an unacceptable sense of fear or anxiety;

(d) ...;

(e) ...;

(f) ...; or

(g) debases, degrades or demeans.

5.1. Members must not offer or promise services that they are unable to provide.

5.4. Members must have honest and fair dealings with their customers.

5.5. Members must not knowingly disseminate information that is false or deceptive, or that is likely to mislead by inaccuracy, ambiguity, exaggeration or

omission.

- 3.3. Instead of clause 4.4, I have considered clause 4.5 and, instead of clause 4.8, I have considered 4.9 of version 13.6.

4. Decision

- 4.1. The job website part of the campaign is clearly problematic. It promises a payout in \$300 increments and, yet, when the Monitor achieved a balance of \$305, she was unable to secure a payment. This is an apparent breach of clause 5.1 and, although the IP claims not to have any meaningful control over this part of the campaign, the Code still holds the IP accountable under the Code in terms of clauses 3.5 and 3.6. That said, clause 3.7 also guides me:

A member is liable for any breaches of this Code of Conduct resulting from services offered by a customer, if that customer is not also a member of WASPA. If the member can demonstrate that they have taken reasonable steps to ensure that that customer provides services in a manner consistent with the requirements of this Code of Conduct, this must be considered as a mitigating factor when determining the extent of the member's liability for any breaches.

- 4.2. The IP pointed to a number of steps it takes to ensure compliance with the Code. It is difficult to gauge the reasonableness of these steps in the context of the relationships between the IP, affiliate partners and affiliate publishers and the underlying digital infrastructure so I will give the IP the benefit of the doubt and assume the IP's steps were reasonable. There is no evidence before me that proves otherwise.
- 4.3. The IP remains responsible for non-compliant campaigns and there are two questions before me:
- 4.3.1. Are the campaigns compliant with the Code?
- 4.3.2. If they are not, is the IP in breach of the provisions of the Code the Monitor has raised (with adjustments for the correct version of the Code)?
- 4.4. The job website offers a result and, instead of delivering it, it instead initiates a subscription mechanism leading to a subscription to the IP's content subscription service. This is misleading although the misleading portion is more the promise of a payment against verification that the Monitor was human through one of several "surveys" which

were really links to the IP's subscription service landing pages.

- 4.5. The Monitor did not challenge the subscription mechanism commencing with the IP's iPhone 6 landing page so I make no determinations regarding that subscription mechanism's compliance with the Code.
- 4.6. My focus remains on the job website (and, to a degree, the "WhatsApp wall" offer which is similar in principle). These components are misleading and take advantage of misdirection to induce a consumer to subscribe to the IP's service.
- 4.7. The IP has argued that it is not in control of affiliate publishers' content that includes the job website. Given the IP insistence that it takes steps to pre-moderate affiliate publishers' content before publication and its further insistence that it is difficult to police what affiliate publishers actually publish, despite what it presents as a series of checks and balances, I am left with the impression that there are gaps in the IP's control.
- 4.8. Either the IP adequately screens affiliate publishers' content or it doesn't. The Code holds the IP accountable subject to the IP taking reasonable steps and where a campaign breaches the Code despite these reasonable steps, that is a factor in mitigation, not absolution of responsibility.
- 4.9. Having regard to the specific clauses the Monitor cited –
 - 4.9.1. Clause 4.2: I don't see any reason to regard the IP's conduct as unprofessional in its dealings with WASPA or the consumers affected by the problematic campaigns.
 - 4.9.2. Clause 4.5: The Monitor did not present evidence of intellectual property rights infringements so I am unable to find against the IP on this point.
 - 4.9.3. Clause 4.9: The overall effect of the campaigns leading to the IP's landing page is to precipitate a subscription process under false pretences. Specifically, a consumer's mobile number is obtained under the pretense of a "survey" designed to verify the consumer's humanity as a precursor for a payment and this is a violation of the consumer's right to privacy. I therefore find a breach of clause 4.9(b). There is no basis for a finding on the remaining sub-clauses in clause 4.9.
 - 4.9.4. Clause 5.1: The IP facilitated an offer of a service that it was unable to deliver on. I am referring to the job website payment offer. This appears to be a breach of

clause 5.1.

- 4.9.5. Clause 5.4: The campaign was misleading to the point where it led to the IP's landing page but I see no reason to rule that the IP, itself, was not honest and did not maintain fair dealings with its customers. It specifically approached them and offered refunds on the basis that the campaigns were not compliant.
- 4.9.6. Clause 5.5: The IP claims it "is difficult to actively find out if an affiliate publisher breaches these strict rules and uses its own marketing materials for Bob Mobile's services without approval, because Bob Mobile does not know and has no control over the exact URL's on which the marketing material is placed". There is no evidence before me to suggest otherwise. Consequently, I am unable to find that the IP "knowingly disseminate information that is false or deceptive, or that is likely to mislead by inaccuracy, ambiguity, exaggeration or omission". The IP may have been negligent in that it failed to adequately implement its content moderation controls but there is insufficient evidence before me to prove this.

5. *Conclusions*

- 5.1. In the circumstances, I find the IP in breach of clauses 4.9(b) and 5.1.
- 5.2. It is clear from the evidence before me that the impact of the non-compliant campaigns was limited. Eight consumers were subscribed; their subscriptions were terminated and their numbers were blocked. Attempts were made to contact them and offer refunds.
- 5.3. In addition, the IP appears to have been unaware of the problematic aspects of the campaigns.
- 5.4. I therefore take the considerations in 5.2 and 5.3 into account in mitigation of the sanctions I would ordinarily impose.

6. **Sanctions**

- 6.1. In light of my conclusions, I fine the IP R15 000 for its breaches of clauses 4.9(b) and 5.1 of the Code.
- 6.2. The fine is payable on demand by the WASPA Secretariat.

Annexures

BOB Mobile Gmbh

26 March 2015

Name: Zigzagfone

IP: Mira Networks

SMS Code: 43903

URL: [http://web.zigzagfone.com/ZA/2141664826?](http://web.zigzagfone.com/ZA/2141664826?trackid=1509817978&aff_sub=2214~1343~P00012~10161_597678160~45418306~V~V&sii=370&sik=za-j0jp&soi=458)

[trackid=1509817978&aff_sub=2214~1343~P00012~10161_597678160~45418306~V~V&sii=370&sik=za-j0jp&soi=458](http://web.zigzagfone.com/ZA/2141664826?trackid=1509817978&aff_sub=2214~1343~P00012~10161_597678160~45418306~V~V&sii=370&sik=za-j0jp&soi=458)

Vodacom

MSISDN: 27767431992

Handset: Galaxy Note 2

We will first start with the actual job site: www.Payripo.com

See below how I registered and completed the Job Task.

The screenshot shows the Payripo.com website interface. At the top, there is a navigation bar with links for 'Main Page', 'Make a Account', 'Member Login Area', 'F.A.Q', and 'Contact us'. The main content area features a large graphic with the text 'get the job' and a magnifying glass icon. To the right of this graphic, there is a list of instructions for creating an account and getting paid. A prominent blue button labeled 'Create your account' is positioned below the instructions. The website also includes a header with the Payripo.com logo and a list of benefits such as 'Unlimited Job Positions!', 'Anyone can Join!', 'No Experience required!', 'Instant Account Setup and Money Making!', and 'No joining fee'. A small banner at the top right of the page reads 'You can Earn 500 Dollars Today, Check Tasks after creating account and login to your account panel.' The bottom of the screenshot shows a Windows taskbar with various application icons and a system tray displaying the time as 11:16 AM on 3/26/2015.

Unlimited Job Positions!
Anyone can Join!
No Experience required!
Instant Account Setup and
Money Making!
No joining fee

You can Earn 500 Dollars Today, Check Tasks after creating account and login to your account panel.

Main Page Make a Account Member Login Area F.A.Q Contact us

get the job

Instant Job Account Setup and Get Paid for your task work! Guaranteed Job Earning.

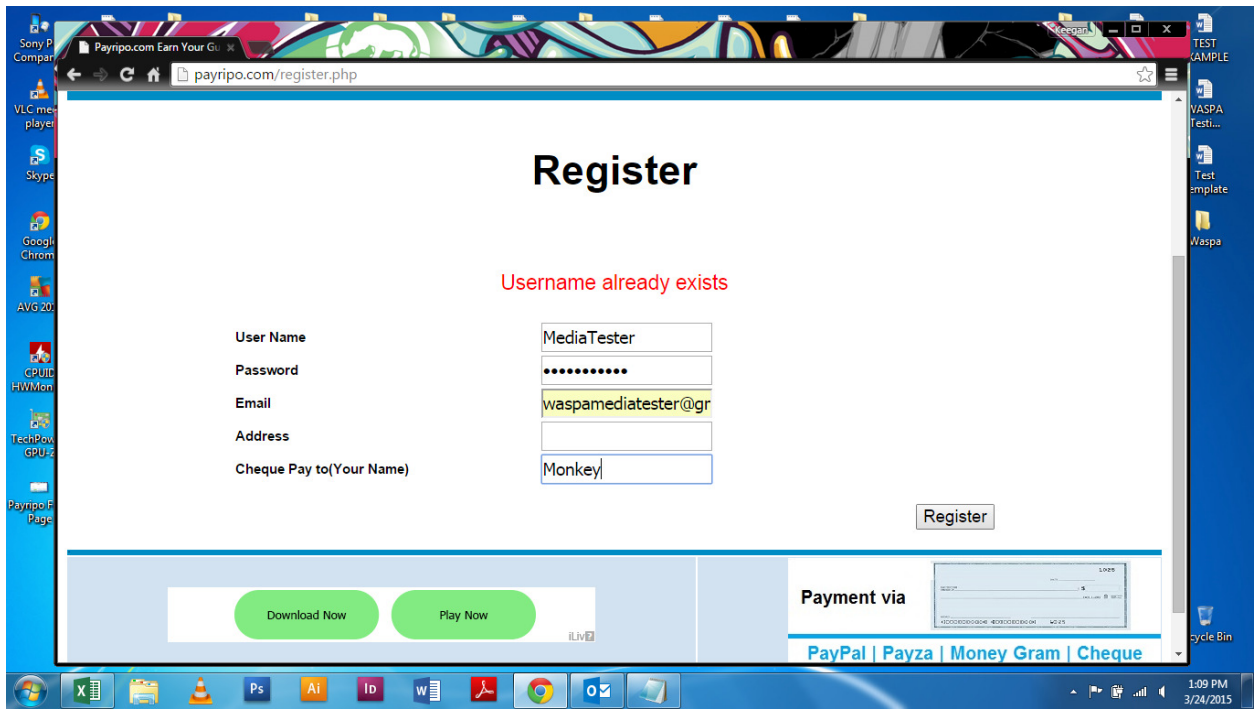
1. Create your Job Personal Account. [Click here!](#)
2. Login to your Job Management Area. [Click Here!](#)
3. And start work that you got in your Dashboard.

And the, Instant money paid for your work in your account!

[Create your account](#)

Payripo is a new innovating and internet job site, where you will be hired to do some tasks, different in type and number. and you will be paid a estimated reward for that instant in your account, after it the job poster will review the service and approve the status for your payout, then you will be paid for your work via Cheque. Other Payment options are also coming soon. You have to create a account with us to start and login to your member area, and do daily your jobs and you will be really great after using our service.

We guarantee you that you will earn 1500\$ in your first week by simple task of 5 - 10 minute



Register

Username already exists

User Name

Password

Email

Address

Cheque Pay to(Your Name)

Register

Download Now Play Now

Payment via
PayPal | Payza | Money Gram | Cheque

payripo.com Earn Your Gu...
payripo.com/register.php

You can Make 1200 Dollars Today, Check Job after creating account and login to your panel.

Main Page Make a Account Member Login Area F.A.Q Contact us

Register

Registered successfully !

Your Account has been activated. Go to Login page to get entered in account area

[Click here to login](#)


Download Now Play Now

All Right Reserved - Copyright 2014 - 2015 | www.Payripo.com .

Payment via


1:10 PM 3/24/2015

payripo.com/login.php



PayRipo.com

Everyone is Welcome!
Unlimited Job Positions!
Anyone can Join!
No Experience required!
Instant Account Setup and
Money Making!



You can Make 800 Dollars Today, Check Job after creating account and login to your panel.

[Main Page](#) [Make a Account](#) [Member Login Area](#) [F.A.Q](#) [Contact us](#)

Member Login:
Username
Password

[Not a member ? Click here to get register first !](#)

1:12 PM 3/24/2015



PayRipo.com

Everyone is Welcome!
Unlimited Job Positions!
Anyone can Join!
No Experience required!
Instant Account Setup and
Money Making!



You can Make 1200 Dollars Today, Check Job after creating account and login to your panel.

[Main Page](#) [F.A.Q](#) [Contact us](#)

Account Area

=> TASK: Use the link below to generate traffic and earn money 10\$ for every unique visitor that clicks your link.
Good places to start posting your link are social websites like Facebook, Twitter, Google+, Youtube, forums, chat rooms, blogs, etc.

<http://payripo.com/?share=213241>

Referrals Stats

Today visits: 0	Total visits: 0	Total Earnings US\$ 25
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[Download](#)

[Play Now](#)

Payment Withdraw



[Download](#)

[Play Now](#)

Payment Withdraw

Payment Status: Enable	Withdrawal Status: Not Requested
Withdrawal Type: Cheque	Minimum Withdrawal: 300\$
Dear MediaTester! Your account is schedule to payout instantly as soon the withdrawal is requested.	
Your Payment Withdrawal Option will appear here, when you will reach you minimum payout limit of 300\$	
You need [275 \$] to get payout request form	

Member Guide:

How do I promote my referral link?

Promote your referral link on forums, blogs, comments, chat rooms, chats, facebook wall, facebook pages, groups, twitter, ptc sites, advertising websites to get link visits and earn money on every visit you sent through your link

When will I get paid?

The minimum balance required for payout is 300\$ and you can get paid through PayPal, Cheque, Western Union, Money Gram, bank transfer at end of every month.

How much can I earn?

You can earn without any limits, it depends solely on your efforts and how much you work to promote your link. Many of our top members are earning more then 200\$ per day and 5,000\$+ per month

This can't be real. Are you giving free money?

No, we are not giving away free money. We are paying you in order to generate traffic to our advertiser's websites. We will get paid from our advertisers for the traffic we bring to them and paid commission to you people.

Anti-Cheat



The two screenshots above shows how the account looks, and also, the link that I need to share and get hits on to acquire my Payout Form.

The screenshot displays a web browser window with the URL <http://payipoo.com/account.php>. The page content includes:

- Task Instruction:** "=> TASK: Use the link below to generate traffic and earn money 10\$ for every unique visitor that clicks your link. Good places to start posting your link are social websites like Facebook, Twitter, Google+, Youtube, forums, chat rooms, blogs, etc."
- Share Link:** <http://payipoo.com/?share=213241>
- Referral Stats:**

Today visits: 9	Total visits: 13	Total Earnings US\$ 125
-----------------	------------------	-------------------------
- Advertisements:**
 - [Best Free Forex Course](#) - Discover The Best Free Forex Trading Courses Available Online!
 - [Expert in cast all spells](#) - Binding love Spells Marriage Spell & Stop Cheating
- Payment Withdraw Section:**

Payment Status: Enable	Withdrawal Status: Not Requested
Withdrawal Type: Cheque	Minimum Withdrawal: 300\$

Dear **MediaTester!** Your account is schedule to payout instantly as soon the withdrawal is requested.

Your Payment Withdrawal Option will appear here, when you will reach you minimum payout limit of 300\$

You need [175 \$] to get payout request form
- Member Guide:** [Member Guide:](#)

Sony PC Compani...
VLC media player
Skype
Google Chrome
AVG 2015
CPUID HWMonitor
TechPowe... GPU-Z

TEST XAMPLE
WASPA Testi...
Test template
Waspa
Recycle Bin

9:21 AM
3/26/2015

http://payipo.com/account.php Payipo.com Earn Your Gur... x

Referral Stats

Today visits: 1	Total visits: 35	Total Earnings US\$ 305
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[Your Ad Here for Free](#)

Payment Withdraw

Payment Status: Enable	Withdrawal Status: Not Requested
Withdrawal Type: Cheque	Minimum Withdrawal: 300\$

Dear **MediaTester!** Your account is schedule to payout instantly as soon the withdrawal is requested.

Congratulations Your Payment Approved

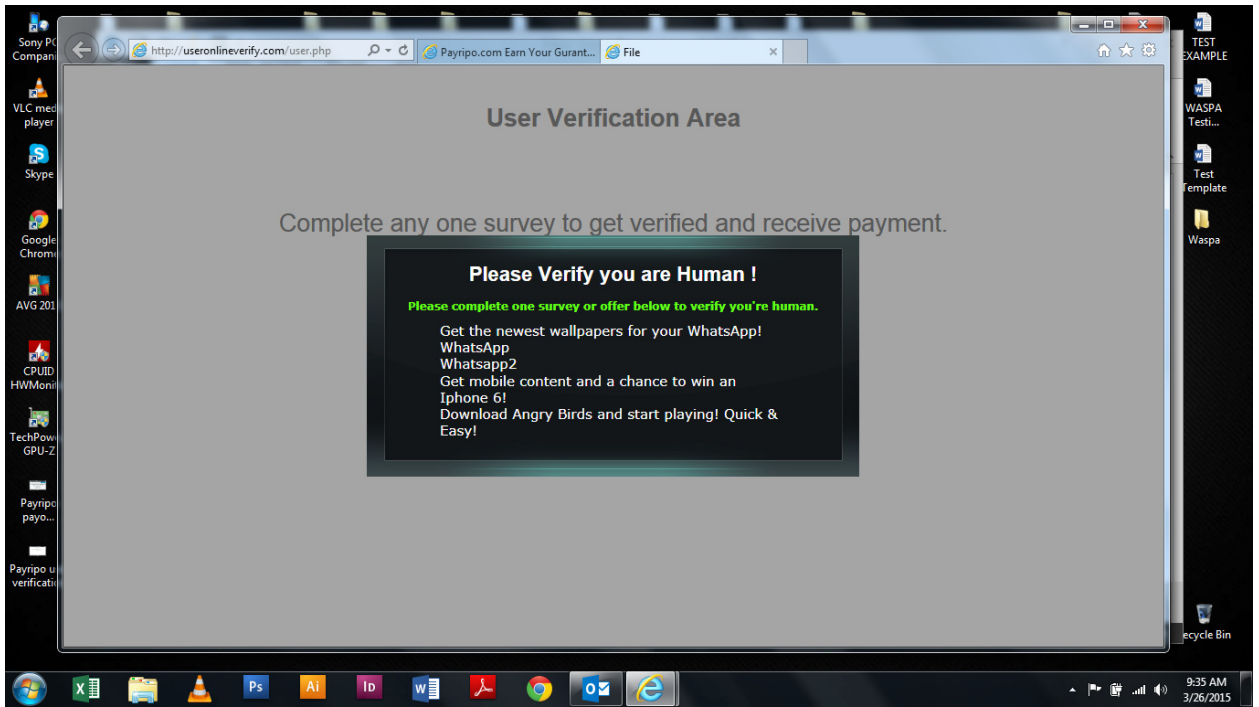
To qualify for this month payment, kindly complete little survey to prove you are human being not automatic click software bot.
[\[Click here to open survey \]](#)

After completing survey, then request the payment

Cheque Pay to (Your Full Name):

Survey Status: Survey not completed yet.
Payment schedule: For 300\$: Payment will be processed with in 30 days.
[For 500\$ or Greater. Same day Process]

[Member Guide](#)



Get mobile content and stand a chance to


WIN iPhone 6

Enter your cell number

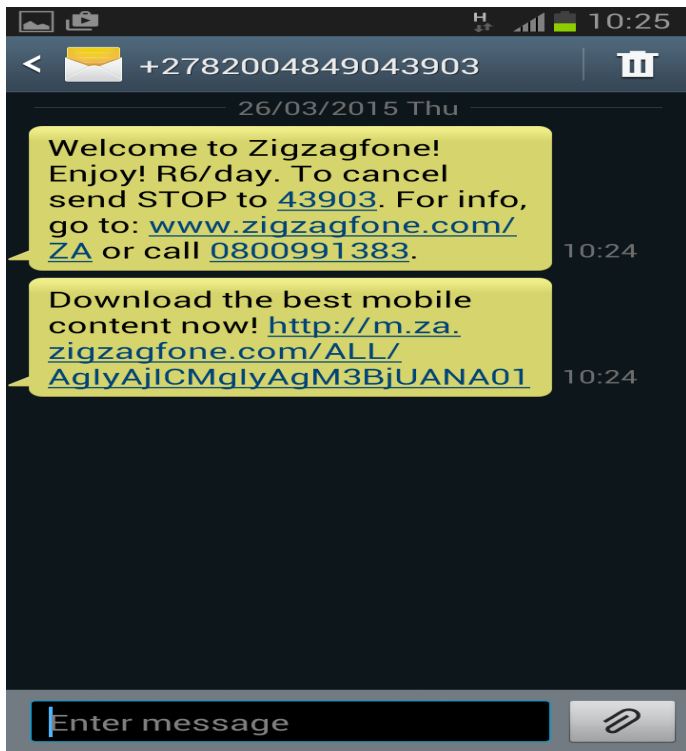
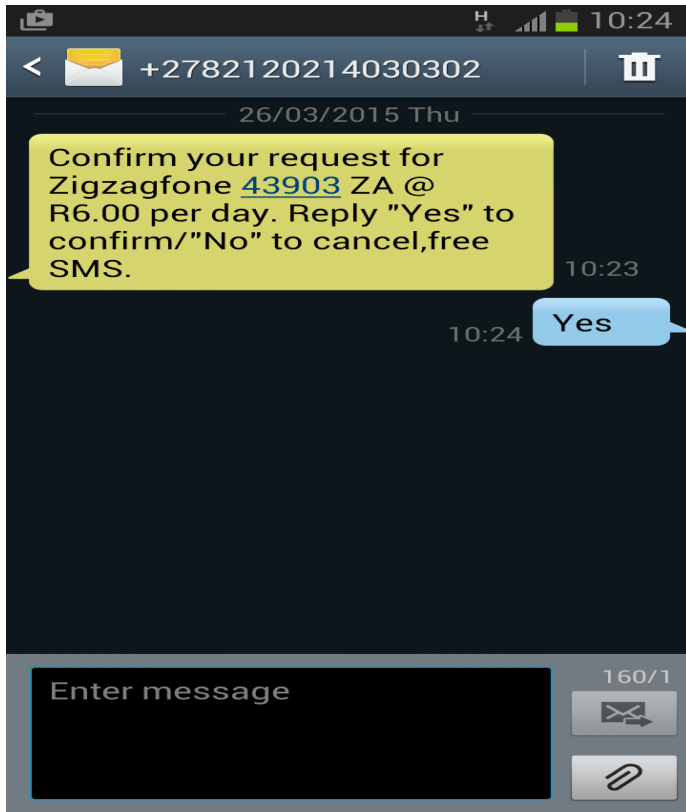
2776743199

Continue

SUBSCRIPTION SERVICE R6/day.
The promotional draw or competition is ancillary to the subscription service.
For help call 0800991383
[Terms & Conditions](#) [click here](#)



To join this service, users must be 18 years or older and have account holder's permission. This is a content subscription service where you will enter into the competition without extra charges. Costs: R6/day, R42/week. All prices include VAT. Standard operator SMS/WAP/GPRS/UMTS charges apply. Users will receive a link to their personal download page where they can download the best content for their mobile. Compatible handsets only. The shown item(s) form(s) part of the subscription service and is/are indicative of the content items that will be available for download. The promotional competition starts on 01-11-2014 at 00:00 and ends on 30-04-2015 at 23:59. By subscribing to the service you will receive the best mobile content (tunelones, games, wallpapers, celeb news, movie trailers & more) and you will automatically enter the promotional competition for a chance to win an iPhone 6 valued at R 12600.00. 1 prize available in the competition period. ZA residents only, one entry per phone number. [Competition terms](#) and [Terms & Conditions](#) apply. At the end of the competition period one winner will be randomly drawn from all entries. The winner will be contacted by phone or email and the prize will be awarded within 3 months after the closing date of the competition at the cost of BOB Mobile Deutschland GmbH. To cancel the service: send STOP to 43903. By subscribing to this service you agree that you may receive free marketing promotion text messages from us. For help or



10:25
m.za.zigzagfone.com

ZigZag fone

CELEBRITY NEWS

Straight from the English tabloids



Louis Walsh thinks Zayn Malik 'did the right thing'

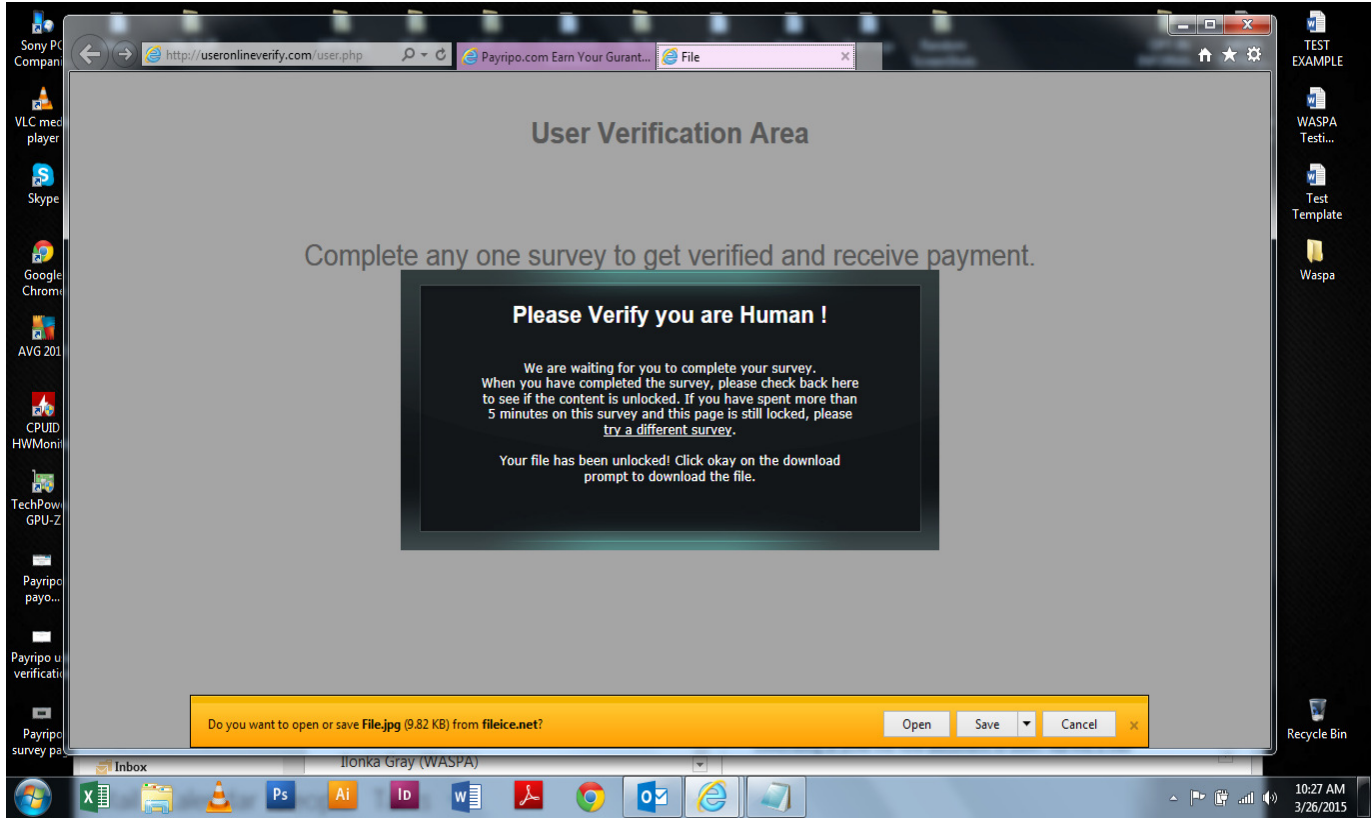
Louis Walsh thinks Zayn Malik "probably did the right thing" by quitting One Direction, as he has "made enough money for his life and health and sanity."

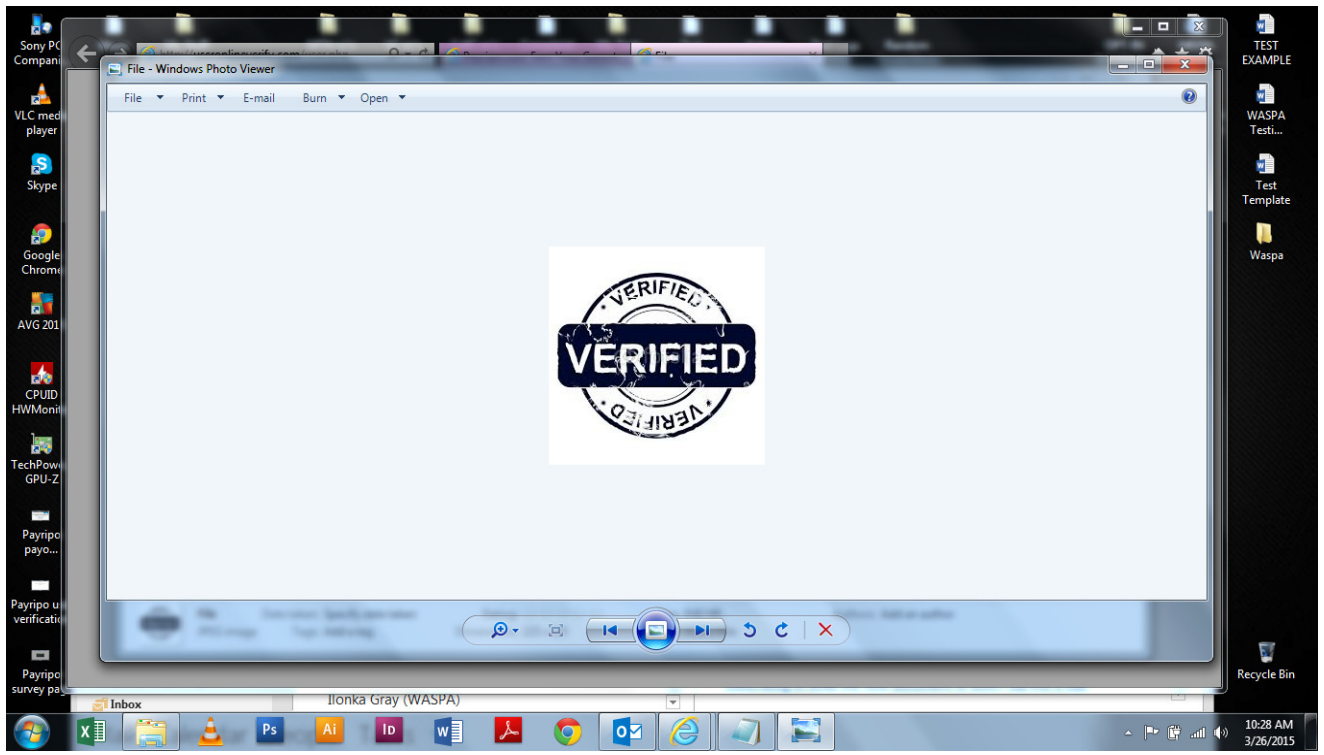
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[More Celebrity News](#) ▶

JOKES







Sony PC Company
VLC media player
Skype
Google Chrome
AVG 201
CPUID HWMonitor
TechPowerUP GPU-Z
Payripo payo...
Payripo u verification
Payripo survey pa

TEST EXAMPLE
WASPA Testi...
Test Template
Waspa
Recycle Bin

10:30 AM
3/26/2015

http://payripo.com/account.php
Payripo.com Earn Your Gur... x

Referral Stats

Today visits: 1	Total visits: 35	Total Earnings US\$ 305
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TELEVISION PANATIE
DOWNLOAD PLAY NOW

Payment Withdraw

Payment Status: Enable	Withdrawal Status: Not Requested
Withdrawal Type: Cheque	Minimum Withdrawal: 300\$

Dear **MediaTester!** Your account is schedule to payout instantly as soon the withdrawal is requested.

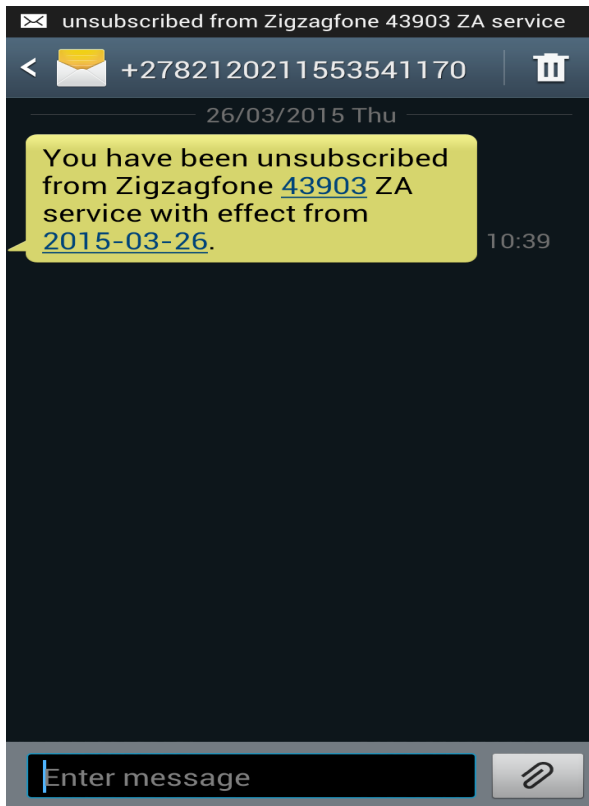
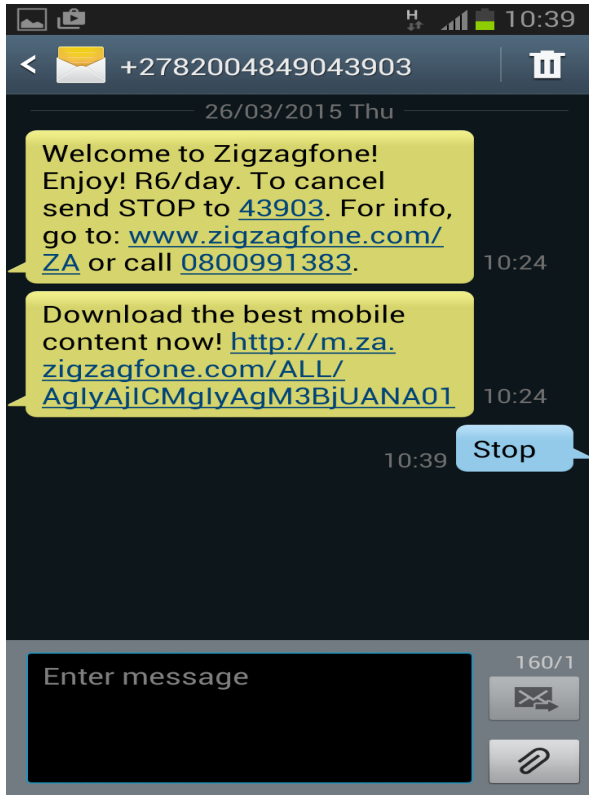
Congratulations Your Payment Approved

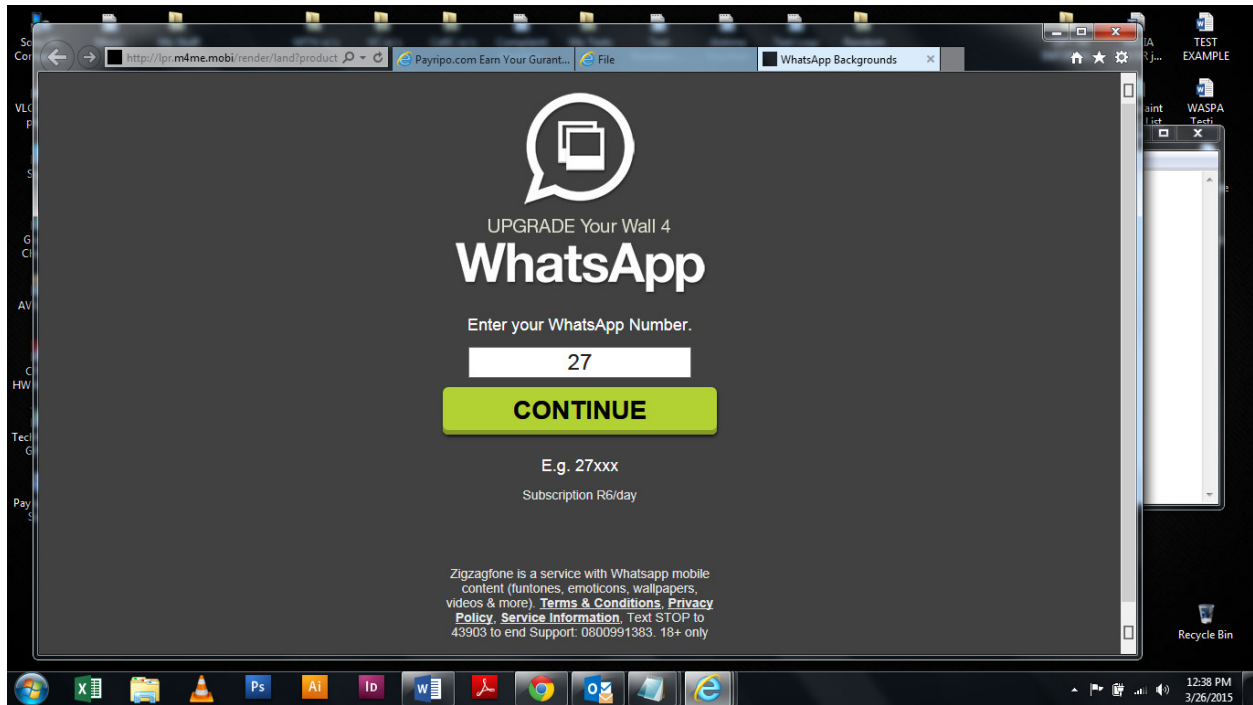
To qualify for this month payment, kindly complete little survey to prove you are human being not automatic click software bot.
[\[Click here to open survey \]](#)

After completing survey, then request the payment

Cheque Pay to (Your Full Name):

Survey Status: Survey not completed yet.
Payment schedule: For 300\$: Payment will be processed with in 30 days.
[For 500\$ or Greater: Same day Process]





2nd Survey landing Page

Zigzagfone 43903 (IP: Mira Networks)

Tester: Conclusion:

After spending some time to reach my target, I was forced into subscribing to a content subscription that would've charged me R6/Day. Site mentioned I had to complete a survey, not subscribe.

Many Consumers might fall victim to this like myself. And this is unacceptable.

I then Proceeded to Stop the subscription with success and no payout for my work done.

MEDIA MONITOR COMMENTS:

It appears that the original "Job internet site" is not a real "Job internet site" and that no moneys ever get paid to users performing certain duties. It is therefore clear that the intention of such a site, whilst

incredibly misleading, it to merely hook users into a mobile content subscription service. The media monitoring team have not seen such extreme levels of deceit, if this is the work of a marketing hook.

It is however possible that perhaps the job internet sites have been “hijacked” by marketers of mobile content.

We suspect our Service Providers are going to state that this would be the work of their affiliate marketers and that they are/were unaware of such marketing. We have seen a few adjudications where the adjudicator deemed this excuse to be ineffective. It is the responsibility of every WASP in our industry to know how, when and where there services are being marketed.

With this in mind, we would like to request that the EMERGENCY panel considers the following:

1. All subscriptions to be stopped with immediate effect, and refunded to all users.
2. All marketing pages deriving from the Payripo.com site to be removed with immediate effect.
3. All mobile numbers to be removed from databases and to NOT be marketed to in future.

WASPA CODE CLAUSES TO BE CONSIDERED:

4.2. Members must at all times conduct themselves in a professional manner in their dealings with the public, customers, other service providers and WASPA.

4.4. Members must respect the intellectual property rights of their clients and other parties and must not knowingly infringe such rights.

4.8. Members must not provide any services or promotional material that:

- a. results in any unreasonable invasion of privacy;
- b. induces an unacceptable sense of fear or anxiety;
- c. debases, degrade or demeans.

5.1. Members must not offer or promise services that they are unable to provide.

5.4. Members must have honest and fair dealings with their customers.

5.5. Members must not knowingly disseminate information that is false or deceptive, or that is likely to mislead by inaccuracy, ambiguity, exaggeration or omission.

BOB MOBILE DEUTSCHLAND GMBH'S RESPONSE TO COMPLAINT #26210

Date: 09 APRIL 2015

Bob Mobile Deutschland GmbH ("Bob Mobile") wishes to respond to complaint #26210.

The complaint #26210 addresses the following issues, being breaches of the following clauses:

4.2. Members must at all times conduct themselves in a professional manner in their dealings with the public, customers, other service providers and WASPA.

4.4. Members must respect the intellectual property rights of their clients and other parties and must not knowingly infringe such rights.

4.8. Members must not provide any services or promotional material that:

- a. results in any unreasonable invasion of privacy;
- b. induces an unacceptable sense of fear or anxiety;
- c. debases, degrade or demeans.

5.1. Members must not offer or promise services that they are unable to provide.

5.4. Members must have honest and fair dealings with their customers.

5.5. Members must not knowingly disseminate information that is false or deceptive, or that is likely to mislead by inaccuracy, ambiguity, exaggeration or omission.

Bob Mobile's response:

As stated in the response to the planned Emergency Panel Hearing for this complaint (which was cancelled after reviewing the actions taken by Bob Mobile), Bob Mobile finds the marketing campaign that is the subject of this complaint absolutely unacceptable and regrets that its services have been linked to this campaign.

The original "job internet site: www.Payripo.com" is not owned by Bob Mobile nor has Bob Mobile any affiliation to it. This is the site of a third party and Bob Mobile has no control over this site. A third party used this site to link to Bob Mobile's services via an affiliate partner of Bob Mobile. Bob Mobile does not condone this type of marketing nor did Bob Mobile approve the use of this site when marketing its services.

Please note that Bob Mobile has strict procedures in place with regard to affiliate marketing and that it makes the maximum effort to ensure that the affiliate networks and its publishers comply with applicable rules and regulations.

Firstly, Bob Mobile only works with a limited amount of trusted affiliate network partners. These partners can only offer Bob Mobile's services to publishers for promotion as a private program, meaning that publishers need to be approved in advance by the affiliate network before they can promote the services. Only trusted publishers are allowed to the private program.

Secondly, Bob Mobile has strict rules in place for its affiliate partners and its publishers. These rules are the attached "Terms and Conditions for Publishers" and the attached additional rules for South-Africa "ZA Marketing Compliancy Set". In it Bob Mobile has set rules a publisher must adhere to, including complying with all applicable laws and regulations. These Terms and Conditions for Publishers and the additional "ZA Marketing Compliancy Set" are part of Bob Mobile's standard purchase order with an affiliate network and it requires all affiliate networks and publishers to comply with them.

Thirdly, a publisher is not allowed to use its own marketing material without Bob Mobile's prior approval. Any marketing material which has not been provided by Bob Mobile to the affiliate networks has to be approved in advance. The approval of marketing material is clearly documented by Bob Mobile on affiliate network and publisher level, with tracking of any requested changes and the date of approval.

It is difficult to actively find out if an affiliate publisher breaches these strict rules and uses its own marketing materials for Bob Mobile's services without approval, because Bob Mobile does not know and has no control over the exact URL's on which the marketing material is placed.

As a fourth measure Bob Mobile has therefore hired the company Empello to actively monitor marketing materials for its services on the internet. Empello provides risk management & compliancy support and are experienced in ensuring marketing compliancy for Bob Mobile's type of services. They actively search the internet 24/7 for in-compliant marketing materials. The search is conducted on Desktop, Mobile (web, apps and games) and Social Media. This has already led to a decrease in in-compliant affiliate marketing for Bob Mobile's services, not only in South-Africa but in other markets too. Using Empello has provided a very reliable safety net.

Fifthly, Bob Mobile also internally monitors complaints and extra-ordinary increases in conversions or in complaints and follows up on these to ensure that these are not the result of in-compliant marketing materials.

In the event that Bob Mobile, despite the above safeguards in place, notices or is notified of unacceptable marketing material, it asks for the URL on which the marketing material was placed so that it can check which publisher is responsible. It then immediately requires the affiliate network to remove the in-compliant marketing material, and to remove the publisher that was responsible for the offensive marketing material from Bob Mobile's current and future campaigns. In

addition, Bob Mobile has developed a tool so that it can block publishers from its side too, without interference of affiliate networks.

The above safeguards and procedures shows that Bob Mobile makes the maximum effort to ensure that the affiliate networks and its publishers comply with applicable rules and regulations. It therefore regrets that this unfortunate incident took place despite all the safeguards and strict procedures.

Below, please find details of the steps that Bob Mobile has taken since receiving the formal notification of this complaint:

1. Terminated the Affiliate Publisher

Upon receipt of the notification Bob Mobile immediately investigated the issue to determine which affiliate network and publisher was responsible. It also advised the affiliate partner that their publisher was carrying out this type of marketing and that they were responsible for a WASPA formal complaint and requested that they would terminate all links with this publisher, which was confirmed by the affiliate network. The publisher was also blocked from Bob Mobile's side. The affiliate partner was also temporarily banned from marketing Bob Mobile's campaigns worldwide. In addition, a general email was sent to all affiliate network partners in which they were warned about this campaign.

2. Unsubscribed Affected MSISDNs and offered a refund

Bob Mobile unsubscribed all MSISDNs that subscribed via the publisher responsible for this campaign. In total 8 MSISDNs were billed, and Bob Mobile has called these MSISDNs to offer a full refund of the charges incurred. Please see the attached excel sheet "Overview affected customers" for the status of the efforts to refund the customers. Because only 4 of the 8 affected customers were reached, we also sent out the following free message to these customers on the 8th of April:

"Free Msg: You are entitled to a refund for your Zigzagfone subscription. To claim please call 0800991383 or for info, go to: www.zigzagfone.com/ZA.

3. Blacklisted Affected MSISDNs

Bob Mobile has blacklisted the affected MSISDNs to ensure that they will not subscribe to Bob Mobile's services again in the future.

Conclusion:

As demonstrated above, the publisher responsible for the campaign that is the subject of this complaint, acted of its own accord and in clear breach of the rules set by Bob Mobile. Bob Mobile makes the maximum effort to ensure that its affiliate networks and publishers comply with all applicable rules and regulations. Through Empello it also actively monitors the market for incompliant marketing material and takes immediate action upon discovering such marketing material. Bob Mobile has unsubscribed and blacklisted the affected customers and has offered them a refund.

Bob Mobile has therefore acted with the utmost care in this matter and cannot be held responsible for the campaign of this publisher.

Bob Mobile submits that it did not breach Clauses 4.2, 4.4., 4.8, 5.1, 5.4, and 5.5 of the Code.

Attachments:

- Attachment 1: Bob Mobile's Terms and Conditions for Publisher
- Attachment 2: Bob Mobile's ZA Marketing Compliancy Set
- Attachment 3: Overview Affected Customers