



Wireless Application Service Providers' Association

Adjudicator's Report

Complaint number	32769
Cited WASPA members	Hulk Mobile Limited (1689)
Notifiable WASPA members	Basebone Pty Ltd (1344)
Source of the complaint	Public
Complaint short description	No pricing information on subscription service.
Date complaint lodged	3 February 2017
Date of alleged breach	3 February 2017
Applicable version of the Code	14.6
Clauses of the Code cited	12.1, 12.2
Related complaints considered	

Fines imposed	None
Is this report notable?	<i>Not notable</i>
Summary of notability	

Initial complaint

The complainant said:

A wap page for a content service does not have pricing information consistent with 12.1 and/or 12.2 I attach a screen shot. The picture of the woman is placed there to hide the fact that this is a subscription service.

Member's response

The member stated that there was a coding error and that they have corrected it. They submitted the corrected version.

Clauses

12.1. For any web page, pricing information does not need to be displayed for services which are free, or which are billed at standard rates. For all other services, where there is a call-to-action, pricing information must be clearly and prominently displayed immediately adjacent to the call-to-action.

12.2. There must not be any intervening text or images between the call-to-action and the pricing information. Pricing information must be legible, horizontal and presented in a way that does not require close examination. Pricing information must not be obscured by any other information. Pricing information must not be animated. It must not be a requirement that the viewer of an advert has additional software installed in order to see pricing information in the advert.

Decision

This matter is a challenging one procedurally. I am only empowered to consider the complaint actually before me – which is the complaint against the original page, based on clauses 12.1 and 12.2.

The complaint is against the fact that there is a picture between the call to action and the subscription price. The Member appears to accept that this is a breach of Clauses 12.1 and 12.2 and has remedied the situation.

There is nothing before me to make me doubt the veracity of the Member's version, and the Member has a completely clean record with WASPA.

In the circumstances, while there is a breach of Clause 12.1 and 12.2, it was quickly remedied, and a reprimand in terms of Clause 24.43(b) is an appropriate sanction. I also order that a compliant reminder message is sent to all subscribers who subscribed prior to the changes to the material.

That being said, I am not at all at ease with the remainder of the material. While I cannot consider and rule on it, I can invoke clause 24.32 and refer the following concerns back to WASPA for investigation and potential complaint:

- The use of the WhatsApp logo is *prima facie* in breach of Clause 4.5;
- The service does not appear to actually be a WhatsApp Directory and there is therefore a *prima facie* breach of Clause 8.8;
- The initial price states R15/day but the small print states R7/day – this is *prima facie* in breach of Clause 8.7;
- The small print indicates that this is in fact an adult service and I question whether this material is compliant with Clause 22.