



Report of the Adjudicator

Complaint number	#60726
Cited WASPA members	Media Core Group Membership no: 1972
Notifiable WASPA members (notified of complaint but not respondents)	Akinga (Aggregator) Membership no: 1944
Source of the complaint	WASPA
Complaint short description	Unsubscribe Request <ul style="list-style-type: none"> - Insufficient procedure and response to customer complaints. - Insufficient or no provision of relevant customer records to WASPA, related to a complaint. - Insufficient provision and/or no provision of relevant customer logs and marketing material, when requested to do so.
Date complaint lodged	2024-09-17
Date of alleged breach	September 2024
Applicable version of the Code	17.9
Clauses of the Code cited	5.14, 7.5, 24.24

Related complaints considered	
Fines imposed	<p>The member breached clauses 5.14, 7.5 and 24.24</p> <p>Accordingly, the member is fined:</p> <ul style="list-style-type: none"> - R5000 for the breach of clause 5.14 - R5000 for the breach of clause 7.5 - R5000 for the breach of clause 24.24 <p>all payable within 7 (seven) days of receipt of this adjudication</p>
Other sanctions	<p>The member is ordered to refund the customer the entirety of the amount they have spent on the subscription(s) and provide proof of this. The member is also ordered to provide proof that the customer has been unsubscribed. This is to be provided to the complainant within 7 (seven) days of receiving notification of this report.</p>
Is this report notable?	Not Notable
Summary of notability	N/A

1. Initial complaint

1.1 This complaint was initially logged by the WASPA Secretariat (“the complainant”) on 17 September 2024 in the form of the escalation of 1 unsubscribe request where there was failure to respond from the member and/or failure to provide relevant logs and information as requested. The complaint was sent to the member on 18 September 2024 and the aggregator concerned was also notified on the same day. On 19 September 2024 the complainant responded with a request for assistance in understanding procedure and how to respond to the matter. The complainant then responded the same day directing the member to WASPA’s document library as well as providing them with various flow charts and advisories. No further response was received from the member within the required timeframes and the complaint has thus proceeded to adjudication.

- 1.2 As mentioned, the complaint came in the form of the escalation of an unsubscribe request from a customer that the complainant believes they failed to adequately respond to and they also didn't supply the relevant information requested by the complainant. It appears as though this matter was initially handled through the informal complaints process but has now been escalated due to the informal complaints process not yielding results.
- 1.3 In summation, the escalation attached as part of the complaint indicated 1 customer requested to be unsubscribed and refunded for a subscription that they never subscribed to. It appears that the member indicated that the services were unsubscribed, sent a confirmation sms and offered a full refund but never further contacted the customer despite further complaints regarding lack of refund and unsubscription.
- 1.4 Based on the cited clauses alleged to have been breached in this matter, it can be assumed that, in the informal complaint process, the member had been asked for various information to be provided to WASPA that it did not, in fact provide, resulting in the escalation of this matter to the formal adjudication stage.
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2. Member's response

- 2.1 Following receipt of the formal complaint from the complainant on 18 September 2024, the member only responded with a request for assistance in understanding procedure and how to respond to the matter. The complainant then responded the same day directing the member to WASPA's document library as well as providing them with various flow charts and advisories. The member never responded again thereafter in providing a rebuttal to the complaint.
- 2.2 At no point in their response did they deny nor provide argument against themselves breaching any of the clauses referred to in this complaint.
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3. Complainant's response

N/A

4. Member's further response

N/A

5. Sections of the Code considered

5.1 As the complaint was lodged on 17 September 2024, version 17.9 of the WASPA Code of Conduct applies to this complaint.

5.2 It is alleged that the member has infringed clauses **5.14**, **7.5** and **24.24** of the Code of Conduct (“the Code”). The clauses read as follows:

***5.14.** Members must have a procedure allowing customers to lodge complaints regarding the services provided. Members must acknowledge receipt of complaints expeditiously, and must respond to any complaints within a reasonable period of time.*

***7.5.** Members must provide WASPA with any customer records relating to any service which is the subject of a complaint, including, but not limited to:*

(a) where that information is available, a record of the marketing link that the customer followed prior to joining a service;

(b) all communications sent by or to a customer in the process of joining a service;

(c) all required reminder messages sent to a customer;

(d) a detailed transaction history indicating all charges levied and the service or content item applicable for each charge; and

(e) any record of successful or unsuccessful service termination requests

***24.24.** Where a complaint involves any interaction with a consumer, when requested to do so, a respondent must provide clear copies of all relevant logs of that interaction and all relevant marketing material.*

6. Decision

6.1 Having reviewed the complaint and responses from the complainant and member, I have reached the conclusions set out below wherein I deal with the relevant clauses of the Code in order.

Clause 5.14

6.3 It seems that the member did provide an initial response to the customer’s unsubscribe request and offered a full refund but, thereafter, never responded to any of the customer’s further complaints about not actually being unsubscribed or provided with the refund. It is, thus, clear the member didn’t acknowledge receipt of the latter complaints expeditiously, within a reasonable period of time or, indeed, at all. This shows that there is an insufficient procedure in place for customers to lodge complaints.

6.4 Accordingly, I find a breach of this clause.

Clause 7.5

6.5 Based on the member's lack of response where they don't deny any of the allegations levelled against them in this formal complaint, it can only be gleaned that the member did not provide the complainant with the relevant customer records relating to this clause.

6.6 Accordingly, I find a breach of this clause.

Clause 24.24

6.7 Based on the member's lack of response where they don't deny any of the allegations levelled against them in this formal complaint, it can only be gleaned that the member did not provide the complainant with the relevant logs and marketing material provided for in this clause.

6.8 Accordingly I find that the member has breached clause 24.24

7. Sanctions

7.1. Before I consider the sanctions, it is necessary to consider the prior conduct of the member in the form of any prior contraventions of the code and any mitigating or aggravating circumstances.

7.2. There are no previous formal adjudications lodged or adjudicated upon against the member so this must be considered mitigating in nature.

7.3 There are no clear aggravating factors to consider.

7.4 As such, I feel, on the whole, that there are various mitigating factors that need to be taken into account when issuing sanctions in this case.

7.5 I find that the Member breached clauses 5.14, 7.5 and 24.24

7.6 I would have fined the member R10000 for breaching clause 5.14 but, due to the mitigating factors I, accordingly, only fine the member R5000 for this breach. The member is accordingly fined R5000 for the breach of clause 5.14, R5000 for the breach of clause 7.5 and R5000 for the breach of clause 24.24, all payable within 7 (seven) days of receipt of this adjudication.

7.7 Furthermore, the member is ordered to refund the customer the entirety of the amount they have spent on the subscription(s) and provide proof of this. The member is also ordered to provide proof that the customer has been unsubscribed. This is to be provided to the complainant within 7 (seven) days of receiving notification of this report.

8. Matters referred back to WASPA
