



Report of the Adjudicator

Complaint number	#60727
Cited WASPA members	Mobixone (1964)
Notifiable WASPA members	Akinga Vertical Service Provider (Pty) Ltd (1944)
Source of the complaint	WASPA
Complaint short description	Unsubscribe request
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	Not applicable.
Fines imposed	<p>The member is fined as follows:</p> <p>R5,000.00 for the breach of clause 5.14 of the Code, payable to WASPA within 7 days of receipt of this adjudication.</p> <p>R5,000.00 for the breach of clause 7.5 of the Code and R5,000.00 for the breach of clause 24.24 of the Code, suspended for 6 months on condition that no further breaches of these clauses occur within this period.</p>

Other sanctions	<p>All subscribed numbers in the complaint must be immediately unsubscribed from the member's service and refunded in full.</p> <p>If the member is unable to identify the specific services subscribed to, all services linked to these numbers must be unsubscribed, and a full refund issued. The refund should cover the period from the initial subscription up to the date of the most recent billing.</p> <p>Proof of the service unsubscription and full refund to be provided to WASPA within 7 days of receipt of this adjudication report.</p>
Is this report notable?	Not notable.
Summary of notability	Not applicable.

Initial complaint

1. A formal complaint was lodged against the member for failing to respond to several unsubscribe requests submitted by the complainant on behalf of several different customers.
2. The aggregator of the member was also informed of this formal complaint.

Member's response

3. The member responded as follows:
 - 3.1. The initial review of the complaint revealed that most queries originated from Telkom customers with MSISDNs or landlines linked to Wi-Fi routers.
 - 3.2. The aggregator, appointed as the master aggregator for Telkom, managed value-added services for Telkom customers under Telkom Plus. It invited various content service providers to connect their content services to Telkom Plus and contracted a Service Delivery Platform (SDP) solution provider to handle customer experience, subscription management, and billing.
 - 3.3. In April 2024, the aggregator migrated all content services from the previous SDP to a new one, completing this transition by June 2024. Although initially considered successful, backend configuration issues by the new SDP allowed certain Telkom MSISDN types to access content they previously could not, leading to a spike in customer complaints through ICASA and WASPA. The aggregator began reconciling billing logs with Telkom and the new SDP following the migration.

- 3.4. The member, connected as a gateway to Telkom Plus through the aggregator, received unsubscribe queries and sought subscription details on the previous SDP. However, after the migration, it lacked access to a similar lookup tool and relied on the aggregator to provide details for unsubscribe queries.
 - 3.5. The aggregator assured the member that WASPA was aware of the ongoing post-migration issues, including billing log reconciliation.
 - 3.6. The aggregator, as the managing party with access to logs, should have handled unsubscribe query records.
 - 3.7. On 2024-09-18, the aggregator informed the member of delays in providing logs to WASPA. Recently, some confirmation of refunds was received from the aggregator, though full logs for unsubscribe requests remain outstanding
 4. The member also found it unusual that WASPA escalated these queries while others had not been escalated previously. The member had requested additional information from WASPA to understand the escalation but received only previously accessible documents.
 5. Regarding escalation, the member indicated that it had not received notice of any informal complaints before the formal complaint referenced.
 6. The member contended that its responses to customer complaints had been transparent, timely, and compliant with clause 5.14. Additionally, the member asserted that, prior to the notice of formal complaint, these issues had been handled as unsubscribe queries rather than formal complaints, meaning no breach of clauses 7.5 or 24.24 could have occurred.
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Complainant's response

7. The complainant responded by asking for clarification on the specific information required. They inquired whether a PDF print of each escalated unsubscribe query was needed, or just the history showing all reminders sent, or only the member's responses.
 8. The complainant highlighted that the member's responses were included in the original complaint's attachments, detailing the member's actions: unsubscribe confirmation, SMS not sent to the customer, no refund request initiated, and no proof of subscription provided.
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Member's further response

9. The member requested access to all communications related to each case included in the escalation and asked for all communications regarding the informal matter becoming a formal matter, as the member had no record of receiving it.
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Sections of the Code considered

10. The following clauses of the WASPA Code of Conduct ("the Code") are considered, and 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".

Decision

11. There is no evidence that the member acknowledged receipt of the unsubscribe requests or complaints expeditiously or responded to the complaints until they were escalated and made formal. Due to the member's lack of response, the unsubscribe requests were escalated to a formal complaint.
12. As per clause 24.15. of the Code, WASPA has the discretion to make use of either the informal, formal or emergency complaint procedure, as appropriate, to process any complaints received. In addition, clause 24.18 of the Code states that "...WASPA will determine if the complaint should be closed or escalated to the formal complaint procedure".

13. In the unsubscribe complaints, the complainant outlined specific actions that the member was required to take. The member was asked to provide an unsubscribe confirmation, send an SMS to the customer, initiate a refund request, and submit proof of subscription. The member failed to take all of these actions as required.
 14. Furthermore, the member had access to the WASPA portal (“the portal”) as well as the WASPA library, which contained several advisories, including one that provided instructions on how to use the portal. The Code places an obligation on members to ensure that their systems and procedures are properly managed and up to date to receive complaints and reminders from WASPA and access this information on the portal. Therefore, the member cannot escape liability by stating that they did not receive the complaints and the reminders, as they were accessible on the portal, and the member is found in breach of clause 5.14 of the Code.
 15. While the member did take steps to address the complaint after it was escalated, their initial non-compliance, as well as the incomplete provision of customer records, did not adhere to the procedural requirements expected of them. The member also did not provide full details of customer records relating to the service, which is the subject of the complaint, before the complaint was escalated, and therefore the member is found in breach of clause 7.5 of the Code.
 16. The complaint also involved interactions with consumers, and the member was required to provide clear copies of all relevant logs of these interactions, along with any associated marketing material. However, while the member did eventually provide a log in response to the formal complaint, it was both submitted too late and deemed insufficient. The log lacked a complete record of customer interactions and did not include all relevant marketing material. As a result, the member is found in breach of clause 24.24 of the Code.
 17. It is noteworthy that the aggregator, who acts as the gateway for the member, could not provide the member with the relevant information it needed to efficiently respond to the complaint after it had been escalated.
 18. The member offered to provide refunds and unsubscribe customers on their own accord, and there have been no previous formal adjudications against the member, which are considered as mitigating factors.
 19. In conclusion, the complaint is upheld.
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Sanctions

20. The member is fined as follows:

- 20.1. R5,000.00 for the breach of clause 5.14 of the Code, payable to WASPA within 7 days of receipt of this adjudication.
- 20.2. R5,000.00 for the breach of clause 7.5 of the Code, suspended for 6 months on condition that no further breach of this clause occurs within this period.
- 20.3. R5,000.00 for the breach of clause 24.24 of the Code, suspended for 6 months on condition that no further breach of this clause occurs within this period.

21. All subscribed numbers in the complaint must be immediately unsubscribed from the member's service and refunded in full.

22. If the member is unable to identify the specific services subscribed to, all services linked to these numbers must be unsubscribed, and a full refund issued. The refund should cover the period from the initial subscription up to the date of the most recent billing.

23. Proof of the service unsubscription and full refund to be provided to WASPA within 7 days of receipt of this adjudication report.

Matters referred back to WASPA

24. The matter is referred back to WASPA to further investigate the aggregator's role in the complaint, and to use its discretion to lodge a separate complaint against the aggregator if necessary
