



Report of the Adjudicator

Complaint number	#61250
Cited WASPA members	HyveMobile Membership (1518)
Notifiable WASPA members	None.
Source of the complaint	WASPA Compliance Department
Complaint short description	Pricing information Inaccessible service
Date complaint lodged	2025-04-24
Date of alleged breach	2025-03-15
Applicable version of the Code	17.12
Clauses of the Code cited	5.1; 5.4; 5.6A; 12.1; 12.2
Related complaints considered	Not applicable.
Fines imposed	The complaint is upheld. The member is fined R15 000.00 for breach of clauses 5.1, 5.4, and 5.6A of the Code; and R15 000.00 for breach of clauses 12.1 and 12.2 of the Code.
Other sanctions	

	All consumers subscribed to the member's service between the dates of 2025-03-15 and 2025-05-05 must be unsubscribed and refunded. The member must provide WASPA with a report detailing the total number of subscribers during the affected period and evidence of the refunds issued to those consumers identified as affected.
Is this report notable?	Not notable.
Summary of notability	Not applicable.

Initial complaint

1. Whilst monitoring, testing services and conducting compliance checks of test results, the member identified two respective services which do not comply with the requirements as set out in the WASPA Code of Conduct ("the Code").

ANNEXURE A:

2. On or about 2025-03-15, a WASPA tester used a test device to conduct a manual test on the MTN network.
3. The tester entered the following URL into Google Chrome: <http://osxdaily.com/2023/07/15/how-download-play-fortnite-mac/>, which directed them to the corresponding website. While browsing the site, the tester clicked on a banner advertisement displayed at the bottom of the page. The advertisement included the following text: "Most watched TikTok videos Selection of the best videos on your mobile phone Weird & Wacky Open...".
4. Upon clicking the advertisement, the tester was directed to a landing page for the "Weird & Wacky Videos" subscription service, charged at R35.00 per week. The tester selected the 'Terms and Conditions' link and reviewed its content. Thereafter, the tester returned to the landing page and clicked the green 'SUBSCRIBE' button, which redirected them to a confirmation page. On that page, the tester proceeded by clicking the green 'Confirm' button.
5. The tester was then directed to a subscription confirmation page and clicked the green 'Continue' button. This action redirected the tester to another page, where they clicked the yellow 'Start Exploring' button, which in turn directed them to the subscription service homepage.
6. From the homepage, the tester clicked on the 'Playtime Antics' video with the intention of viewing it. However, the tester was redirected to a login page. The tester navigated back to the homepage and selected the 'Sibling Rivalry' video, again with the intention of viewing it, but was once more redirected to a login page.
7. The tester then checked their device's message inbox and confirmed receipt of a welcome message from the service.

8. The tester verified that an amount of R35.00 had been deducted and confirmed that the subscription to the service had been successfully activated.
9. The tester reopened the welcome message and clicked the provided link to access the service. This redirected the tester to the subscription service homepage. Upon attempting to access the 'Sibling Rivalry' video again, the tester was directed to a login page.
10. With no additional information available on how to access the paid service, the tester utilised the MTN USSD self-help portal to unsubscribe. The tester subsequently received an unsubscribe confirmation message.
11. The tester confirmed that the subscription had been successfully terminated and concluded the test.
12. Therefore, the member complained that:
 - 12.1. The pricing information on both the landing and confirmation pages lacked clarity and prominence.
 - 12.2. The selected font colour (dark grey) against a dark blue background rendered the pricing details difficult to read and easy to overlook.
 - 12.3. Additionally, the bold white text above the pricing information, combined with the colourful call-to-action buttons below, served to further obscure the pricing.
 - 12.4. Although the tester was able to subscribe to the service and the subscription fee was successfully deducted, the tester was unable to access the content.
 - 12.5. Despite using the link in the welcome message and attempting to log in using their MSISDN in two different formats, the tester received a notification that the number was not subscribed to the service.
 - 12.6. No further guidance was provided on how to access the service, and the tester remained unable to access any content. As a result, the tester was forced to unsubscribe via the MTN USSD self-help portal.
13. Therefore, the member breached 5.1, 5.4, 5.6A, 12.1, and 12.2 of the Code.

ANNEXURE B:

14. On or about 2025-03-15, a WASPA tester used a test device to conduct a manual test on the MTN network.
15. The tester entered the following URL into Google Chrome: <http://whatsgroupjoin.com/category/androidwindowssoftware/>, which directed them to the corresponding website. While browsing the site, the tester clicked on a banner advertisement at the bottom of the page displaying the following text: "Whatsapp Content New content for your Whatsapp Whatstrending Open...".

16. The tester was redirected to a landing page for the “Whats Trending” subscription service, charged at R35.00 per week. The tester clicked on the ‘Terms and Conditions’ link and reviewed its content.
17. The tester returned to the landing page and clicked on the green ‘Subscribe’ button, which led to a confirmation page. The tester clicked the green ‘Confirm’ button, which redirected them to a subscription confirmation page. From there, the tester clicked the green ‘Continue’ button, followed by the grey ‘Start Exploring’ button, which led to the subscription service homepage.
18. On the homepage, the tester clicked on the ‘Rugby World Cup’ icon with the intention of accessing the content but was redirected to a login page. The tester entered their MSISDN in the space provided and clicked the ‘CONTINUE’ button.
19. A notification appeared stating: “WANT TO SUBSCRIBE? You are not yet subscribed to this service. If you'd like to join, click ‘Join Now’ below...”.
20. The tester checked their device’s message inbox and confirmed receipt of a welcome message from the service.
21. The tester verified that an amount of R35.00 had been deducted and confirmed that the subscription to the service had been successfully activated.
22. The tester reopened the welcome message and clicked the provided link to access the service. This redirected the tester to the subscription service homepage. Upon attempting to access the ‘Sibling Rivalry’ video again, the tester was directed to a login page.
23. With no additional information available on how to access the paid service, the tester utilised the MTN USSD self-help portal to unsubscribe. The tester subsequently received an unsubscribe confirmation message.
24. The tester confirmed that the subscription had been successfully terminated and concluded the test.
25. Therefore, the member complained that:
26. Upon attempting to access content via the homepage, the tester was redirected to a login page and, after entering their MSISDN, received a message indicating that they were not subscribed.
27. No further information or instructions were provided to assist the tester in accessing the service.
28. As a result, despite being billed, the tester was unable to access the content associated with the subscription.
29. Therefore, the member breached 5.1, 5.4, and 5.6A of the Code.

Member's response

Pricing information

30. Concerning the clarity and prominence of pricing information on the "Weird and Wacky" landing page in Annexure A, the member stated that it had since taken immediate action to remedy the landing page by adjusting the font to a lighter colour to ensure improved clarity and legibility against the background. The member attached a test link as evidence of this correction and apologised for the oversight.

Inaccessibility of service

31. Regarding the accessibility of the member's service, the member stated that their investigation into the matter found that a missing service ID on the services on 2025-03-05 inadvertently blocked access following successful subscriptions.
32. The "Weird and Wacky" service was found to be functioning normally during testing conducted on 2025-03-05. However, the "WhatsTrending" service was affected by the missing service ID.
33. The member confirmed that, following corrective action, both the "Weird and Wacky" and "WhatsTrending" services were now fully functional and accessible to subscribers.
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Sections of the Code considered

34. The following sections of the Code are considered herein:

Access to service (Annexure A and Annexure B):

- 5.1 Members must not offer or promise or charge for services that they are unable to provide.
- 5.4. Members must have honest and fair dealings with their customers.
- 5.6A. Members must ensure that customers have ready access to information on how to access and use services.

Pricing information (Annexure A):

- 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, provided that the mobile network operator does not prescribe any specific advice of charge requirements. For all other services, where there is a call-to-action, pricing information must be clearly and prominently displayed 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

35. With regard to Annexure A, it was accepted that the tester was able to subscribe to the “Weird and Wacky” service and that billing occurred successfully. However, the tester was unable to access any of the paid-for content despite multiple attempts, including using the link in the welcome message and attempting to log in using different MSISDN formats. The member failed to provide accessible and functional service content upon successful subscription. Furthermore, no guidance was provided on how the tester could resolve this issue or gain access to the service. Furthermore, the member admitted that a missing service ID on the services on 2025-03-05 inadvertently blocked access following successful subscriptions.
 36. In respect of Annexure B, similar facts arose. The tester successfully subscribed to the “WhatsTrending” service and was billed, yet was unable to access any content and was incorrectly informed that they were not subscribed. Again, no further instructions were provided to assist the subscriber in resolving the issue.
 37. In both instances, the lack of service accessibility following successful subscription and billing constituted a breach of clause 5.1 (members must not charge for services they are unable to provide), clause 5.4 (members must have honest and fair dealings with customers), and clause 5.6A (members must ensure customers have ready access to information on how to use the services).
 38. In relation to Annexure A only, the dark grey font on a dark blue background, combined with the placement of other prominent text and design elements, rendered the pricing details difficult to read and easy to overlook. This contravened the requirements for clear, legible, and prominent pricing information. Accordingly, the member is found to be in breach of clause 12.1 (pricing must be clearly and prominently displayed adjacent to the call-to-action), and clause 12.2 (pricing information must not be obscured and must be legible without close examination).
 39. Although the member acknowledged the issues and provided evidence of remedial steps taken, including the correction of the pricing layout and restoration of service access, the breaches occurred at the time of testing and were therefore a breach of the Code. These factors are however mitigating in the circumstances.
 40. The member is thus found to have breached clauses 5.1, 5.4, 5.6A, 12.1, and 12.2 of the Code.
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Sanctions

41. These are serious breaches as they go to the heart of consumer protection, charging for a service that is not accessible constitutes a fundamental failure to deliver what was promised,

while the lack of clear, legible, and prominent pricing information misleads consumers and prevents informed decision-making.

42. Therefore, the member is fined R15 000.00 for breach of clauses 5.1, 5.4, and 5.6A of the Code; and
 43. R15 000.00 for breach of clauses 12.1 and 12.2 of the Code.
 44. Both fines are payable to WASPA on publication of this Adjudication Report.
 45. All consumers subscribed to the member's service between the dates of 2025-03-15 and 2025-05-05 must be unsubscribed and refunded. The member must provide WASPA with a report detailing the total number of subscribers during the affected period and evidence of the refunds issued to those consumers identified as affected.
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