



Report of the Adjudicator

Complaint number	#61474
Cited WASPA Members	Smart Mobile Tech Membership no: 2024
Notifiable WASPA Members	N/A
Source of the complaint	WASPA Compliance Department
Complaint short description	Non-compliant pricing information Non-compliant access to terms and conditions
Date complaint lodged	2025-07-29
Date of alleged breach	2025-06-10 and 2025-06-13
Applicable version of the Code	17.12
Clauses of the Code cited	5.1, 5.4, 5.5, 5.6A, 8.8, 15.17 and 15.18
Related complaints considered	Not applicable.
Fines imposed	The Member is fined R10 000.00 for the breach of clauses 5.1, 5.4, 5.5, 5.6A and 8.8 of the Code.
Other sanctions	N/A
Is this report notable?	Not notable
Summary of notability	N/A

Initial complaint

1. Whilst monitoring, testing services and conducting compliance checks of test results, the WASPA Compliance Department (“the Complainant”) identified a service which they believed did not comply with the requirements as set out in the WASPA Code of Conduct (“the Code”).
2. An outline of the test results are set out in Annexures A to D below.

ANNEXURE A – CELL C TEST:

3. On or about 13 June 2025 at 13:12 a tester conducted a manual test on the Cell C network.
4. The tester:
 - 4.1. Switched on the video recorder to show the date, time, and network.
 - 4.2. Checked the airtime balance: **Airtime: R91.79.**
 - 4.3. Checked that there were no active subscriptions: **There are no active subscriptions services on this number.**
5. The tester accessed the Google Play Store app and searched for the ‘Moviemanía2’ app. The tester selected the desired option and installed the app. Once installed, the tester clicked on ‘Open’ with the intention of accessing and using the downloaded application.
6. However, the tester was directed to the landing page for a totally unrelated subscription service called ‘MyUze’ charged at R5.00 per day.
7. The tester clicked on the terms and conditions link and briefly reviewed the content thereof. The tester closed the page and returned to the Google Play Store app. The tester clicked on the ‘Open’ button next to the recently installed ‘Moviemanía2’ app, with the intention of accessing the application. Again, the tester was directed to the landing page for the unrelated subscription service.
8. The tester clicked on the ‘Join’ call-to-action button on the landing page and was directed to the Cell C confirmation page for the ‘MyUze’ subscription service charged at R5.00 per day.

9. The tester clicked on the 'YES' button. The tester was directed to a page confirming that the subscription had been activated and that the tester would be directed to the service shortly. After waiting for some time, the tester was not directed to the service and exited the page.
10. The tester:
 - 10.1. Checked the airtime balance: **R89.07**
 - 10.2. Checked the active subscriptions: **Mobibox Myuze**

Note: R2.72 had been deducted.
11. The tester accessed the message inbox to determine if the required Welcome Message had been received, as well as information about how to access the subscription service. No message was received, and no information was provided on how to access the service.
12. The tester scrolled until they found the installed 'Moviemania2' app and clicked on the app with the intention of accessing the application. The tester was not directed to the actual application as expected, but again to the landing page for the unrelated 'MyUze' subscription service charged at R 5.00 per day. The tester clicked on the 'Join' button and was directed to a page informing the tester that they were already subscribed to the service.
13. The tester clicked on the 'this' link with the purpose of being directed to the subscription service but was directed to an error page.
14. The tester paused the video at 13:16 and resumed the test again at 13:42.
15. The tester accessed the message inbox to determine if the required Welcome Message had been received, as well as information about how to access the subscription service. No message was received, and no information was provided on how to access the service.
16. The tester:
 - 16.1. Checked the airtime balance: **R88.21**
 - 16.2. Checked the active subscriptions: **Mobibox Myuze**

Note: R0.89 had been deducted.

17. With no information on how to access the service which the tester subscribed to, the tester used the Cell C USSD self-help portal to unsubscribe from the service. The tester received an unsubscribe confirmation message.
18. The tester confirmed that the subscription had been terminated and ended the test.
19. The relevant screenshots for all of the above were provided.
20. In summary it was submitted that:
 - 20.1. The tester downloaded an application called 'Moviemanias2' from the Google Play Store with the intention of using same. However, on each occasion that the tester tried to access the downloaded app, the tester was directed to the landing page for a totally unrelated subscription service.
 - 20.2. It would appear that there was no real/actual application and that it was in fact just being used as a misleading front, alternatively embedded to link to the landing page of the subscription service. The tester was misled to believe that they were downloading a movie app, when in fact there was no movie app, and it initiated the subscription acquisition flow for the 'MyUze' service.
 - 20.3. No 'Welcome Message' was received.
 - 20.4. No information was provided on how to access the service after subscribing to same.
21. It was submitted that the following provisions of the Code had been breached:
 - 21.1. Clauses 5.5 and 8.8 (Misleading marketing flow).
 - 21.2. Clauses 5.1, 5.4 and 5.6A (Access to service).
 - 21.3. Clauses 15.17, and 15.18 (No Welcome Message).

ANNEXURE B – VODACOM TEST:

22. On or about 13 June 2025 at 11:26 a tester conducted a manual test on the Vodacom network.
23. The tester:
 - 23.1. Switched on the video recorder to show the date, time, and network.
 - 23.2. Checked the airtime balance: **Airtime: R97.03.**
 - 23.3. Checked that there were no active subscriptions: **You are currently not subscribed to any services.**
 - 23.4. Cleared the browsing history.
24. The tester accessed the Google Play Store app and selected the 'Moviemania2' app to install. The tester installed the app. Once installed, the tester clicked on 'Open' with the intention of accessing and using the downloaded application.
25. The tester was however directed to the landing page for a totally unrelated subscription service called 'MyUze' charged at R 5.00 per day.
26. The tester clicked on the terms and conditions link and briefly reviewed the content thereof. The tester closed the page and returned to the Google Play Store app. The tester clicked on the 'Open' button next to the recently installed 'Moviemania2' app, with the intention of accessing the application. Again, the tester was directed to the landing page for the unrelated subscription service.
27. The tester clicked on the 'Join' call-to-action button on the landing page and was directed to the Vodacom USSD confirmation page for the 'MyUze' subscription service charged at R 5.00 per day.
28. The tester typed in option 1 – Subscribe, confirming the subscription.
29. The tester accessed the message inbox to determine if the required Welcome Message had been received, as well as information about how to access the subscription service. A Welcome Message was received; however no information was provided on how to access the service.
30. The tester:
 - 30.1. Checked the airtime balance: **R97.03**
 - 30.2. Checked the active subscriptions: **MyUze**

31. The tester accessed the Welcome Message and clicked on the link in the message. The tester was redirected to a blank page which kept buffering and then received an error message.
32. The tester exited the page and scrolled to the downloaded 'MovieMania2' app. The tester was directed to a blank page.
33. The tester accessed the Welcome Message and clicked on the link in the message. The tester was redirected to a blank page which kept buffering.
34. With no information on how to access the service which the tester subscribed to, the tester used the Vodacom USSD self-help portal to unsubscribe from the service. The tester received an unsubscribe confirmation message.
35. The tester confirmed that the subscription had been terminated and ended the test.
36. The relevant screenshots for all of the above were provided.
37. In summary it was submitted that:
 - 37.1. The tester downloaded an application called 'Moviemanias2' from the Google Play Store with the intention of using same, however on each occasion that the tester tried to access the downloaded app, the tester was directed to the landing page for a totally unrelated subscription service.
 - 37.2. It would appear that there was no real/actual application and that it was in fact just being used as a misleading front, alternatively embedded to link to the landing page of the subscription service. The tester was misled to believe that they were downloading a movie app, when in fact there was no movie app, and it initiated the subscription acquisition flow for the 'MyUze' service.
 - 37.3. No information was provided on how to access the service after subscribing to same.
38. It was submitted that the following provisions of the Code had been breached:
 - 38.1. Clauses 5.5 and 8.8 (Misleading marketing flow).
 - 38.2. Clauses 5.1, 5.4 and 5.6A (Access to service).

ANNEXURE C – MTN TEST:

39. On or about 10 June 2025 at 15:00 a tester conducted a manual test on the MTN network.

40. The tester:
- 40.1. Switched on the video recorder to show the date, time, and network.
 - 40.2. Checked the airtime balance: **Airtime: R136.01.**
 - 40.3. Checked if there were any active subscriptions: **Disney+ Mobile 1 Month on Us**
41. The tester accessed the Google Play Store app and selected the 'Moviemania2' app to install. Once installed, the tester clicked on 'Open' with the intention of using the downloaded application.
42. The tester was however directed to the landing page for a totally unrelated subscription service called 'MyUze' charged at R 5.00 per day.
43. The tester clicked on the terms and conditions link and briefly reviewed the content thereof. The tester returned to the landing page and clicked on the 'Join' call-to-action button on the landing page and was directed to the MTN confirmation page for the MyUze subscription service charged at R 5.00 per day.
44. The tester clicked on the 'Confirm' button and was directed to a page confirming that the subscription had been activated.
45. The tester:
- 45.1. Checked the airtime balance: **R131.01**
 - 45.2. Checked the active subscriptions: **MyUze / 2. Disney+ Mobile 1 Month on Us**
- Note: R5.00 had been deducted.**
46. The tester accessed the message inbox and confirmed that the required Welcome Message had been received.
47. The tester clicked on the link provided in the Welcome Message to access the service. The tester was directed to the page confirming that the subscription had been activated and clicked on the 'Get Premium' link. The tester was directed to a page advising that an SMS would be received shortly after. The tester visited the message inbox, but no new message had been received and then paused the test at this point.
48. The tester resumed the test at 15:13. The tester accessed the message inbox and clicked on the new message received. The tester clicked on the link to access the service and was directed to the 'MyUze' subscription service homepage. The tester reviewed and accessed some of the content provided.

49. The tester:
- 49.1. Checked the airtime balance: **R131.01**
 - 49.2. Checked the active subscriptions: **1. MyUze / 2. Disney+ Mobile 1 Month on Us**
50. The tester used the MTN USSD self-help portal to unsubscribe from the service. The tester received an unsubscribe confirmation message.
51. The tester confirmed that the subscription had been terminated and ended the test.
52. The relevant screenshots for all of the above were provided.
53. In summary it was submitted that:
- 53.1. The tester downloaded an application called 'Moviemanias2' from the Google Play Store with the intention of using same, however on each occasion that the tester tried to access the downloaded app, the tester was directed to the landing page for a totally unrelated subscription service.
 - 53.2. It would appear that there was no real/actual application and that it was in fact just being used as a misleading front, alternatively embedded to link to the landing page of the subscription service. The tester was misled to believe that they were downloading a movie app, when in fact there was no movie app, and it initiated the subscription acquisition flow for the 'MyUze' service.
54. It was submitted that the following provisions of the Code had been breached:
- 54.1. Clauses 5.5 and 8.8 (Misleading marketing flow).

ANNEXURE D – MTN TEST:

55. On or about 10 June 2025 at 14:10 a tester conducted a manual test on the MTN network.
56. The tester:
- 56.1. Switched on the video recorder.
 - 56.2. Checked the airtime balance: **Airtime: R146.01.**
 - 56.3. Checked if there were any active subscriptions: **Disney+ Mobile 1 Month on Us**
 - 56.4. Confirmed the date, time, and network.

57. The tester clicked on the 'Fleexx Stream' app which had previously been downloaded and installed on the device, with the intention of accessing and using the downloaded app.
58. The tester was however directed to the landing page for a totally unrelated subscription service called 'MyUze' charged at R 5.00 per day.
59. The tester clicked on the terms and conditions link and briefly reviewed the content thereof. The tester returned to the landing page and entered their MSISDN in the space provided and clicked on the 'CONTINUE' call-to-action button on the landing page. The tester was directed to the USSD confirmation page and selected option 1 – Yes to confirm the subscription to the 'MyUze' subscription service charged at R 5.00 per day.
60. The tester received a pop-up message to confirm that the subscription had been activated. The tester briefly paused the test and resumed the video at 14:16.
61. The tester:
 - 61.1. Checked the airtime balance: **R141.01**
Note: R5.00 had been deducted.
62. The tester accessed the message inbox and confirmed that the required Welcome Message had been received.
63. The tester clicked on the link provided in the Welcome Message to access the service. The tester was directed to the homepage of the 'MyUze' subscription service and scrolled for a while. The tester selected the 'Chilling Tales' option under the fiction category with the intention of listening to the content.
64. The tester was directed to the catalogue and selected one of the episodes.
65. The tester was directed to the selected episode. The page buffered for a while and then a pop- up notification appeared prompting the tester to subscribe to 'MyUse Play Pro' in order to access the content.
66. The tester selected the 'I'll try this later, take me back' option and returned to the episode. The tester clicked on the 'Play' icon and the pop-up notification appeared again.
67. The tester returned to the home page and selected the 'Cooper Vortex' podcast, with the intention of listening to same. The tester was directed to the episode catalogue, which all appeared to fall under the 'MyUse Play Pro' subscription offering.

68. The tester scrolled on the home page to try and find an option which did not fall under the 'MyUze Play Pro' subscription offering but was unable to find any content.
69. The tester accessed the message inbox and saw that a new message had been received. The tester clicked on the link in the message with the intention of accessing the 'MyUze' service which the tester had subscribed to and for which monies had already been deducted. The tester was directed to the home page and scrolled for a while. The tester selected the 'Cooper Vortex' podcast and was directed to the episode catalogue. The tester was able to access the content this time round.
70. The tester:
- 70.1. Checked the airtime balance: **R141.01**
- 70.2. Checked the active subscriptions: **1. MyUze / 2. Disney+ Mobile 1 Month on Us**
71. The tester used the MTN USSD self-help portal to unsubscribe from the service. The tester received an unsubscribe confirmation message.
72. The tester confirmed that the subscription had been terminated and ended the test.
73. The relevant screenshots for all of the above were provided.
74. In summary it was submitted that:
- 74.1. The tester clicked on the downloaded and pre-installed application called 'Fleexx Stream' with the intention of using same, however when the tester tried to access the downloaded app, the tester was directed to the landing page for a totally unrelated subscription service.
- 74.2. It would appear that there was no real/actual application and that it was in fact just being used as a misleading front, alternatively embedded to link to the landing page of the subscription service. The tester was misled to believe that they were downloading an app, when in fact there was no app, and it initiated the subscription acquisition flow for the 'MyUze' service.
- 74.3. The link in the Welcome Message directed the tester to the home page, but the tester was unable to access the content as the content was locked behind the 'MyUze Play Pro' subscription. It was unclear to the tester whether the subscription they had subscribed to and for which money was deducted, was in fact this subscription, or whether an 'upgrade' was required to access the content. The

correct access link was only sent to the tester via SMS 12 (twelve) minutes after the subscription was activated.

75. It was submitted that the following provisions of the Code had been breached:
- 75.1. Clauses 5.5 and 8.8 (Misleading marketing flow).
 - 75.2. Clauses 5.4 and 5.6A (Access to service).
76. In conclusion, the Complainant submitted that the Member's services were in breach of the Code at the times of testing and that the Member should be held accountable for the non-compliant services.
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Member's response

77. The Member did not provide an own response to the complaint but relied on submissions provided by their aggregator, Worldplay.
78. The full response by Worldplay reads as follows:

"We sincerely apologise for the inconvenience caused regarding the attempted Myuze subscriptions on the Vodacom and Cell C networks.

Firstly, Myuze should never have been made available on Vodacom, and this was an oversight on Worldplay's part. We have now completely blocked access on Vodacom to prevent any further issues.

Please note that no billing occurred for this subscription, indicated by OBS Amount 0.00 although a subscription did take place, delivery status "OK".

Regarding Cell C, while we acknowledge the subscription flow may have been confusing, we wish to clarify that the user was never actually subscribed. This explains why no Welcome Message was received and why the process appeared disrupted. After a thorough review of our logs, we found no record of a completed subscription (If you did indeed subscribe, Cell C never notified us of this). Additionally, no billing was posted for this user on Cell C as there was no active subscription. Although a DOI (Double Opt-In) request was initiated, the subscription was never confirmed according to our logs. The deductions referred to in the complaint are unrelated to our client's service.

Please note the OBS (Billing) Amount is 0.00, DOI request confirmed, and delivery status: Not subscribed.

We would also like to clarify that, while we cannot comment on the marketing concerns raised in this complaint, we can confirm that no billing occurred, and therefore no financial harm was caused.

It is important to emphasize that no users were billed on either network in relation to these numbers. While the user experience was understandably frustrating, we regret the process was not smoother and are actively working to improve it, the unexpected traffic and subsequent issues arose from an internal oversight at Worldplay, which should have been detected during testing.

We deeply regret any frustration or inconvenience caused and appreciate your understanding as we implement corrective measures to prevent recurrence.

Thank you for your attention. We extend our apologies to both WASPA and Smart Mobile Technologies for the oversight in areas under our management.”

Complainant’s response

79. The Complainant submitted that they had reviewed the original complaint as well as the submission made by Worldplay in their capacity as the aggregator to the Member in this matter.

Annexure B – Vodacom Test:

80. The Complainant submitted that they had taken note of Worldplay’s submission that the service should not have been available on the Vodacom network and that corrective action had subsequently been taken to block future access.
81. However, the Complainant submitted that, at the time of testing, the tester was able access the subscription acquisition flow for the service, which included the Vodacom NIUSSD confirmation page referencing the service, a Welcome Message confirming the subscription and the service being listed as active on the Vodacom USSD self-help portal. The impression was created that the tester subscribed to an active and available service, which they were unable to access.
82. The Complainant submitted that although no billing occurred, a service was offered that could not be provided.
83. The Complainant noted the remedial and corrective action taken by Worldplay in response to the complaint.

Annexure A – Cell C Test:

84. The Complainant submitted that they had taken note of Worldplay's submission that the subscription was never activated on their system.
85. However, the Complainant submitted that, at the time of testing, after the tester confirmed the subscription on the Cell C Confirmation Page, they were directed to a page stating: "Your subscription has been successfully completed...". The service was also listed as active on the Cell C self-help portal. The impression was created that the tester subscribed to an active and available service, which they were unable to access.
86. The Complainant noted the remedial and corrective action taken by Worldplay in response to the complaint.

General:

87. The Complainant submitted that the Member had not made any submissions of their own in regards to this complaint.
 88. The Complainant submitted that the misleading nature of the marketing of this subscription service is of concern and should be addressed and corrected by the Member.
 89. The Complainant respectfully submitted that the Member's service was in breach of the Code on the date of testing the service, and that their original complaint sufficiently set this out.
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Sections of the Code considered

90. The following sections of the Code were considered:
 - "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.*
 - 5.5. Members must not knowingly disseminate information that is false or deceptive, or that is likely to mislead by inaccuracy, ambiguity, exaggeration or omission.*
 - 5.6A. Members must ensure that customers have ready access to information on how to access and use services.*

- 8.8. *Content that is promoted in advertising must be the same content that is provided to the customer as part of the advertised service. Advertising must not mislead consumers into believing that it is for an entirely different service or for different content.*
- 15.17. *Once a customer has joined a subscription or notification service, an SMS message must immediately be sent to the customer confirming the initiation of the service. The message must be provided in one of two ways:*
- (i) The customer's mobile carrier may send the message.*
 - (ii) The member can send the "welcome message". The customer must not be charged for the welcome message.*
- 15.18. *The **welcome message** must be a single message and may not contain any line breaks or carriage returns. The welcome message must contain only the following additional information:*
- (a) (optionally) the word "welcome" at the beginning,*
 - (b) confirmation that the customer has subscribed to a service,*
 - (c) the name of the service,*
 - (d) the pricing information,*
 - (e) a customer support number or customer support instructions,*
 - (f) instructions for terminating the service, and*
 - (g) (optionally) a link to a WAP landing page or a web page describing the service."*
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Decision

91. As has been pointed out above the Member did not provide an own response to the complaint but relied on submissions provided by their aggregator, Worldplay.
92. The response from Worldplay only dealt with the Complainant's complaints contained in Annexure A (Cell C Test) and Annexure B (Vodacom Test).
93. As far as the Cell C test is concerned:
- 93.1. I will accept Worldplay's submission that the user was never actually subscribed and that this explained why no "Welcome Message" was received and I therefore find that the Member has not contravened clauses 15.17 and 15.18 of the Code.
- 93.2. However, I am satisfied that the Member has contravened clauses 5.1, 5.4, 5.5, 5.6A and 8.8 of the Code in this regard as submitted by the Complainant.

94. As far as the Vodacom Test is concerned:
- 94.1. I have taken note of Worldplay's submission that Myuze should never have been made available on Vodacom and that this was an oversight on their part and that they have completely blocked access on Vodacom to prevent any further issues.
- 94.2. However, I am satisfied that the Member has contravened clauses 5.1, 5.4, 5.5, 5.6A and 8.8 of the Code in this regard as submitted by the Complainant.
95. Neither the Member nor Worldplay provided any response to the Complainant's complaints contained in Annexure C (MTN Test) and Annexure D (MTN Test) and I therefore find that the Member contravened clauses 5.4, 5.5, 5.6A and 8.8 of the Code as submitted by the Complainant.
96. I am therefore satisfied that the Member contravened the Code as set out in paragraphs 93.2, 94.2 and 95 above and the complaint is accordingly upheld in this regard.
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Sanctions

97. In determining appropriate sanctions against the Member for its breach of the WASPA Code of Conduct, the following has been taken into consideration:
- 97.1. any previous successful complaints made against the Member in the past three years;
- 97.2. any previous successful complaints of a similar nature;
- 97.3. the nature and severity of the breach; and
- 97.4. any efforts made by the Member to resolve the matter.
98. Taking all factors into account the Member is fined R10 000.00 for the breach of clauses 5.1, 5.4, 5.5, 5.6A and 8.8 of the Code.
99. Consequently the Member is to pay an amount of R10 000 within the timeframe as set out in clause 24.41 of the Code.
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Matters referred back to WASPA

N/A
