



Report of the Adjudicator

Complaint number	#61485
Cited WASPA members	Viamedia Membership no: 0043
Notifiable WASPA members	n/a
Source of the complaint	WASPA Compliance Department
Complaint short description	Inability to access subscription service
Date complaint lodged	06 August 2025
Date of alleged breach	30th June 2025, 2nd July 2025
Applicable version of the Code	17.13
Clauses of the Code cited	5.1; 5.4; 5.5; 5.6A
Related complaints considered	n/a
Fines imposed	R2000 for a breach of clause 5.1. R2000 for a breach of clause 5.6A
Other sanctions	Refund of all customers who subscribed between 30th June 2025 and 11 August 2025.
Is this report notable?	No
Summary of notability	n/a

Initial complaint

1. The WASPA Compliance Department conducted two tests, the first being on the 30th June 2025 and the second being on the 2nd July 2025. In essence the WASPA compliance department was unable to access a subscription service at R5/day after having subscribed to the service and having R5.00 deducted on each occasion. The Member was then informed of the formal complaint on the 11th August 2025 and on the same day the Member provided its response.

Member's response

2. In its response the Member acknowledged the inability of subscribers to be able to access the subscription service which it attributed to an expired SSL Security Certificate on the DRACO / Galaxi environment.
3. The Member emphasised that there was no attempt to mislead consumers, nor was this an intentional non-provision of the service, but rather an oversight in the renewal of the SSL Certificate which was rectified on the same day.
4. The Member further indicated that it had now implemented an automated certificate expiry process to ensure that matter did not reoccur.

Complainant response

5. The WASPA Compliance Department duly responded to the Member by noting the resolution of the error but maintaining that the formal complaint should continue as the subscription service was unavailable.
 6. While the Member did reply to this correspondence, the Member's reply raised no new issues.
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Clauses of the Code 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.

Decision

7. It is common cause between the Member and the Complainant that the subscription service was unavailable and as such it is common cause that the Member was offering a service for which it charged but which it was unable to provide, in breach of clause 5.1.
8. Clause 5.4 is the more general clause within the WASPA Code of Conduct and requires Members to have fair and honest dealings with customers. As the conduct complained of is adequately addressed by clause 5.1 of the Code of Conduct, holding that the Member also breached clause 5.4 would amount to the imposition of a second breach of the Code of Conduct for the same actions and for this reason the Member is not found to have breached clause 5.4.
9. Clause 5.5 of the WASPA Code of Conduct requires that the Member have an element of intention when providing deceptive information. From the evidence provided it is clear that the Member was unaware that the SSL certificate had expired and so lacked the necessary intention required by clause 5.5. (“knowingly”). As a result, the Member is not found to have breached clause 5.5.
10. Clause 5.6A requires that Members provide ready access to information that is required to use the (subscription) service. In this case the customer was not only unable to use the service, but there was also no manner in which the customer could establish what should be done in order to remedy the situation. The Member appears to have overlooked that it could have provided a way to query the inability to access the service on the African Life

subscription service page (such as a “need help?” link) and still does not appear to believe that this type of redundancy is required. As the ability to provide such assistance to the customer is relatively easy to implement, the failure by the Member to implement such a measure is a breach of clause 5.6A.

Sanctions

11. Before the question of sanctions is considered it is necessary to consider the prior conduct of the Member in the form of any prior contraventions of the WASPA Code of Conduct and any mitigating or aggravating circumstances.

MITIGATION

12. The Member reacted very quickly to the fault once alerted to it and remedied the problem.
13. The Member does not appear to have intentionally caused the service to be non-functional.
14. Although the Member has had a number of complaints lodged against it, the most recent complaint (excluding the present complaint) was in 2016 and as such the Member’s record regarding complaints is good.

AGGRAVATION

15. The Member failed to implement a system to ensure that the SSL certificate renewal process was implemented and only did so after the fault was brought to its attention.

SANCTIONS

16. The Member is fined an amount of:
- 16.1. R2000 for the breach of clause 5.1, and
- 16.2. R2000 for the breach of clause 5.6A.

REFUNDS

17. The question of a refund of customers in the present matter is a much larger and more pertinent question than any fines levied. In the present case it is common cause that the SSL certificate was expired between 30th June 2025 and the 11th August 2025, which in turn meant that any customer who subscribed between those dates would have been able to access the service. It is obviously unjust for customers to be billed for a service they could

not access and as a result the Member is directed to refund all subscribers who subscribed to the subscription service between (and including) the 30th June 2025 to the 11th August 2025.

In terms of clause 24.37, the Member may appeal this decision within 10 days of the release of this adjudication.

Matters referred back to WASPA

None.
