



Report of the Adjudicator

Complaint number	#61500
Cited WASPA members	CFM Content For Mobile Africa (Pty) Ltd (2090)
Notifiable WASPA members	Not applicable.
Source of the complaint	WASPA Compliance Department
Complaint short description	No Pricing information Misleading Advertisement
Date complaint lodged	2025-08-05
Date of alleged breach	2025-07-13 and 2025-06-11
Applicable version of the Code	17.14
Clauses of the Code cited	5.5; 8.8; 12.1 read with 8.9
Related complaints considered	Not applicable.
Fines imposed	A fine of R10 000.00 is imposed on the Member for the breach of clause 12.1 of the Code. The fine is suspended for a period of six (6) months, on condition that the Member is not found to have committed the same breach of the Code during this period.
Other sanctions	The Member's services in question are to be suspended until the Member provides WASPA with proof that the services are now

	<p>compliant with the Code and include the relevant pricing information.</p> <p>The Member is directed to identify and refund all consumers who were adversely affected by the non-compliant advertisements, and to provide WASPA with written confirmation of the refunds issued within 7 (seven) working days of this ruling.</p>
Is this report notable?	Not notable.
Summary of notability	Not applicable.

Initial complaint

Annexure A:

1. On or about 2025-07-13, whilst monitoring, testing services, and conducting compliance checks of test results, the WASPA Compliance Department (the Complainant) identified a service on the Vodacom Network which did not comply with the requirements as set out in the WASPA Code of Conduct (the Code).
2. The Complainant identified a banner advertisement with the following information: “ESV LIVE Streaming 24/7. No ads...”.
3. The Complainant’s tester (the Tester) clicked on the banner advertisement and was directed to the Vodacom Confirmation Page for a subscription service called “ESV Live” charged at R10.00 per day.
4. The Complainant’s Tester then stopped the test due to Code breaches in the ESV Live subscription process.
5. In summary, the banner advertisement, which acts as the call-to-action by opening the Vodacom Confirmation Page, did not display any pricing information.

Annexure B:

6. On or about 2025-06-11, the Tester accessed the Google Play Store application and selected the pre-installed ‘Video ULT Player – Downloader’ application, where the Tester then clicked on ‘Open’ with the intention of accessing and using the downloaded application.

7. The Tester was, however, directed to a page displaying an advertisement containing the following information: “ESV Live THE BEST ESPORT VIDEO...”.
 8. The Tester clicked on the advertisement and was directed to the Vodacom Confirmation Page for a subscription service called ‘*ESV Live*’, which was charged at R10.00 per day. Furthermore, pricing details were not provided immediately adjacent to the call-to-action button.
 9. The Tester then elected to stop the test at that point, as there had been breaches of the Code during the subscription acquisition flow for the ‘*ESV Live*’ subscription service.
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Member’s response

Annexure A

10. The Member acknowledged that the banner advertisement in question was in breach of clauses 12.1 read with clause 8.9 of the Code.
11. The Member stated that the omission of the information was attributable to the manner in which Google Ads combined texts, banners, and logos when displaying a native advertisement on the Google Display Ads platform. In certain instances, the combination of text and logo resulted in the absence of price information, as the logo image did not contain such information and, owing to a combination error, it was associated with a headline or description that likewise lacked the required text. This, in turn, led to non-compliance with the clauses referred to above.
12. The Member further stated that its remedial measure to prevent a recurrence was to ensure that price information was included within each logo and banner (as it had already been in all instances), thereby guaranteeing that any combination generated by Google Ads would display the relevant price information, even in the unlikely event that only the logo and description were shown.

Annexure B

13. The Member believed that there was no breach of clauses 5.5 and 8.8 of the Code and that there had been no misleading marketing flow.
14. The Member stated that what the Tester believed to be a redirect to a different page was, in fact, the ULT Player app opening with an ESV banner displayed at the top of the app. When the Tester clicked “Open” next to the pre-installed “Video ULT Player-Downloader”, the app opened. The Member noted that “open” was not an advertisement within Google Play.

15. The Member further stated that, since June 2025, the Member had been in discussions with Google to find a workable solution. In addition, the Member stated that it had improved its internal banner review process to ensure that non-compliant banners were prevented from entering the marketplace.
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Complainant's response

16. The Complainant responded that the Member's explanation provided concerning the misleading flow, after further investigation and review, was correct. The Complainant apologised for this oversight and formally withdrew the complaint relating to the breaches of clauses 5.5 and clause 8.8 of the Code.
17. The Complainant further stated that they had taken note of the submissions relating to the functioning of Google responsive advertisements. However, they emphasised that, in accordance with clauses 3.5 to 3.7 of the Code, the Member remained responsible for the actions of its suppliers. The Complainant stated that if it was not technically feasible to display the pricing information as required, then the Member could utilise a landing page to ensure that consumers were properly informed of all required information.
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Sections of the Code considered

18. The following sections of the Code are considered hereunder:
- 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.
- 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.
- 8.9. A "call-to-action" is any link, input box, short-code, or any other component of an advert which triggers the confirmation step for a transaction or a service. In the case where a mobile network operator provides a two-stage confirmation process for the service, the first page of this confirmation process may be considered to be the call-to-action.
- 12.1. For any web page, pricing information must be displayed for premium-rated services or when a mobile network operator prescribes specific advice of charge requirements. For these services, where there is a call-to-action, pricing information must be clearly and prominently displayed adjacent to the call-to-action."
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Decision

19. Based on the Member's own admission, there has been a breach of clause 12.1 read with clause 8.9 of the Code in both Annexures A and B. For clarity, clause 12.1 provides that, for any web page, pricing information must be displayed for premium-rated services or when a mobile network operator prescribes specific advice of charge requirements. Furthermore, where there is a call-to-action, pricing information must be clearly and prominently displayed adjacent to the call-to-action. In this instance, the Member's banner advertisements contained clear call-to-actions but failed to display any pricing information adjacent to them. The absence of this information deprived consumers of the ability to understand the financial implications of engaging with the service. Therefore, this omission contravened the requirements of clause 12.1. The Member sought to rely on the technical limitations of Google's responsive advertisement platform as an explanation for the omission. However, it is reiterated that such an explanation does not absolve the Member of liability. The Code places the responsibility squarely on Members, as per clauses 3.5 to 3.7 of the Code, to ensure that advertising under their name complies fully with its provisions, irrespective of the actions or limitations of third-party suppliers. In conclusion, the Member is found in breach of clause 12.1, read with clause 8.9 of the Code.
 20. Clause 5.5 of the Code provides that Members must not knowingly disseminate information that is false or deceptive, or that is likely to mislead by inaccuracy, ambiguity, exaggeration, or omission. Clause 8.8 requires that the content promoted in advertising must be the same content that is provided to the customer as part of the advertised service, and that advertising must not mislead consumers into believing it is for an entirely different service or different content.
 21. Following further investigation, the Complainant acknowledged that the advertisement in question had been placed at the top of the application's homepage, rather than constituting a redirect to different content or service. On this basis, the Complainant formally withdrew the allegations of breach under clauses 5.5 and 8.8 of the Code.
 22. Accordingly, the Member is not found in breach of clauses 5.5 and 8.8 of the Code.
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Sanctions

23. It is noted that there were no previous complaints recorded against the Member. In addition, the Member acknowledged the breaches of the Code and demonstrated a commitment to rectification. These factors were regarded as mitigating circumstances in the consideration of sanction.
24. In light of the above, a fine of R10 000.00 is imposed on the Member for the breach of clause 12.1, read with clause 8.9 of the Code. The fine is suspended for a period of six (6) months, on condition that the Member is not found to have committed another breach of this clause during this period.

25. The Member's services in question are to be suspended until the Member provides WASPA with proof that the services are now compliant with the Code and include pricing information.
 26. In addition, the Member is directed to identify and refund all consumers who were adversely affected by the non-compliant advertisements, and to provide WASPA with written confirmation of the refunds issued within 7 (seven) working days of this ruling.
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