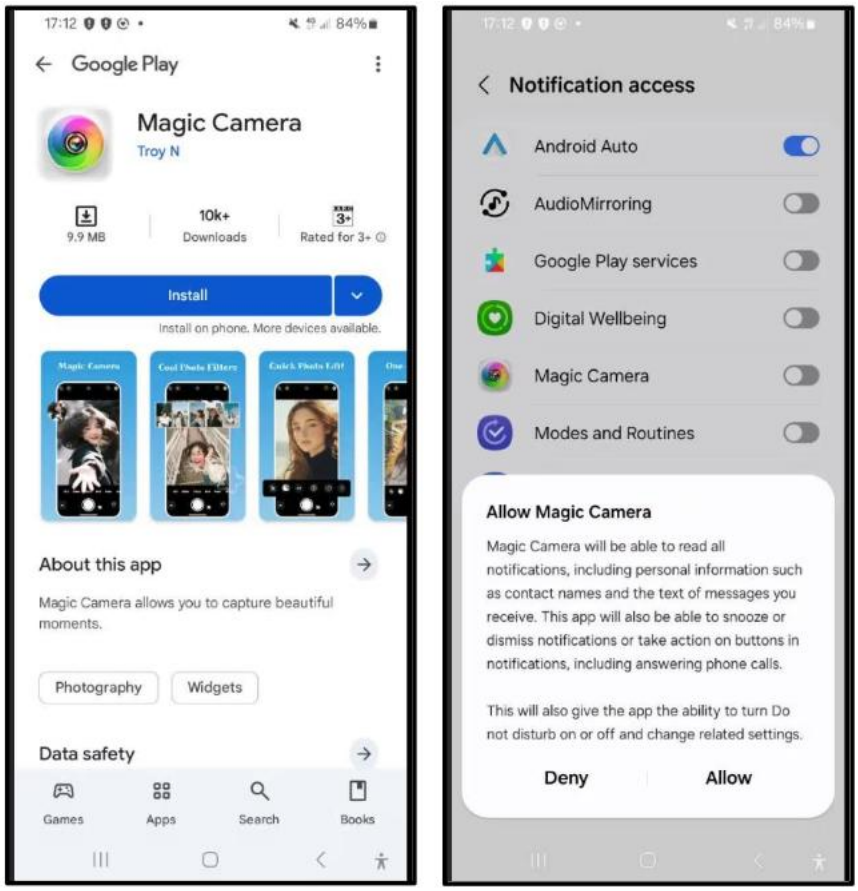
Report of the Adjudicator

Complaint number	**#62005**
Cited WASPA members	**SVMobi / Sanvir Mobitech Ventures Private Limited** **Membership no: 1841**
Notifiable WASPA members	**n/a**
Source of the complaint	**WASPA Compliance Department**
Complaint short description	**Auto-subscription of subscription services**
Date complaint lodged	**19 February 2026**
Date of alleged breach	**9th February 2026**
Applicable version of the Code	**17.14**
Clauses of the Code cited	**4.2; 4.11; 5.4; 5.5; 12.1 read with 8.9; 15.8B; 15.9; 15.10;**
Related complaints considered	**n/a**
Fines imposed	**R10 000 for the breach off clause 4.2,** **R10 000 for the breach off clause 4.11,** **R10 000 for the breach off clause 5.4,** **R10 000 for the breach off clause 5.5,** **R10 000 for the breach off clause 12.1 (read with clause 8.9),** **R10 000 for the breach off clause 15.9 and** **R10 000 for the breach off clause 15.10.**

Other sanctions	**1. The WASPA Secretariat is hereby instructed to inform all Networks (not just Cell C) not to process any subscription requests emanating from the Glambar and Gamebar service for a period of three months.** **2. All current subscribers to the Gamebar and the Glambar subscription service must be unsubscribed.** **3. The Glambar and Gamebar service itself as provided by the Member must be terminated and may only be reactivated in three months once the Member has corrected the breaches of the WASPA Code of Conduct.** **4. The Member must reimburse all subscription fees paid by customers from 01 August 2025 to the date of publication of this Adjudication. Based on the income statement provided by the Member, this amounts to R115 190.00 for Gamebar subscription service and R93 553 for the Glambar subscription service.**
Is this report notable?	**No**
Summary of notability	**n/a**

Initial complaint

1. The WASPA Compliance Department (the "Complainant") provided a formal complaint of an event on the 9th February 2026 on the Cell C network where the Member's service called "Magic Camera" was installed on the tester's cell phone.
2. After the installation of the "Magic Camera" application (see screenshot below) the tester received a Welcome Message informing the tester that they had been subscribed to a subscription service called "Gamebar" at R7.00 per day.



3. The tester did not:
   3.1. Receive any pricing information,
   3.2. Receive or see any promotional material,
   3.3. See any landing page,
   3.4. See any Network (Cell C) hosted confirmation page,
   3.5. Have an opportunity to consent.
4. In short, the tester was auto-subscribed to the Gamebar subscription service with none of the required steps preceding a subscription service as required by the WASPA Code of Conduct.
5. The tester then repeated the test with an identical result for a “Glambar” service.
6. As a result of this report, the WASPA Secretariat then initiated Emergency Procedure due to the high likelihood of immanent harm to the public.

Member's response

7. The Member then provided three brief responses, namely:
   7.1. On the 20th February 2026 the Member indicated it would investigate the matter, but it noted that Cell C was not allowing any subscriptions for that Member for the past 6 months.
   7.2. On the 23rd February 2026, the Member provided a fuller reply where the Member indicated:
      7.2.1. "*We have conducted an internal investigation into the matter and confirm that all traffic related to Cell C has been paused for the past six months due to low chargeability. During this period, the product was not shared with any partners for promotion or traffic generation.*
      7.2.2. Notwithstanding the above, as an additional precautionary measure, we have issued a formal communication to all our partners instructing them to immediately cease any form of activity related to the Cell C service. A screenshot of the same is attached below for your reference.
      7.2.3. We would like to reiterate that we do not encourage or support any form of fraudulent activity and remain fully committed to complying with all guidelines, regulations, and principles prescribed by the Wireless Application Service Providers' Association (WASPA).
      7.2.4. In addition to the above, we have now completely blocked all subscription activations of any kind for the Cell C operator. The service had previously remained accessible solely to facilitate operator-initiated testing and sanity checks conducted by their customer care and technical teams, and not for any commercial activity or subscriber acquisition."
   7.3. The Member then (24th February 2026) also provided the total revenue for the last 6 months from Cell C which came from "renewals" "& no new activation revenues". The initial attachment sent on the 23rd February 2026 was sent in error and was replaced with the income table set out below:

	Gamebar		Glambar	
Month	Total Amount	% Change	Total Amount	% Change
Aug'25	20,630	-19.07	17,514	-17.2
Sept'25	16,697	27.72	14,502	13.28
Oct'25	21,326	-3.76	16,428	1.1
Nov'25	20,525	-5.22	16,608	-6.09
Dec'25	19,453	-14.87	15,596	-17.26
Jan'26	16,559	-19.45	12,905	-18.82

WASPA response

8. As a result of the Member's response, the WASPA secretariat then informed the Member on the 25th February 2026 that the Emergency Panel hearing had been terminated and the complaint has now been assigned to the normal formal complaint process.
9. The Member was also informed that it had 10 working days to provide a response to the complaint.

Member's response

10. What followed on the 26th February 2026 was somewhat surreal in that the WASPA Secretariat kept indicating that a formal response was required and the Member kept asking what additional information it needed to provide to "close the complaint". Eventually - after three successive reminders - the Member provided a more substantive reply to address each of the clauses of the Code of Conduct which was alleged by the Complainant to have been breached. As the response is fairly brief, the majority of the response is reproduced hereunder:

    "4.1 – Prior to the launch of every campaign, we conduct a formal compliance and functionality check to ensure the service operates as intended and fully adheres to the regulations laid down by WASPA.

4.11 – We maintain internal monitoring controls and deploy fraud-prevention solutions, such as Evina, across South African operators to proactively prevent and detect any fraudulent activity.
5.4 – We follow a customer-first approach and ensure fair dealing at all stages, guaranteeing that every customer activated on the service receives exactly what was subscribed to, both before and after activation.
5.5 – Complete and accurate information is shared with customers prior to and following subscription, enabling informed decision-making and maintaining full transparency.
12.1 – All landing pages are operator-approved and contain comprehensive service details, including product description, product name, pricing, and auto-renewal terms, prior to any purchase by the customer.
15.8(B) – Customers are required to provide double confirmation, with all relevant service information clearly displayed during the second confirmation step.
15.9 – All key service information is prominently displayed on the landing page in clear, bold, and visible formatting, ensuring there is no hidden or misleading information prior to subscription.
15.10 – The consent page is hosted on the operator's platform and presents complete service details before billing takes place, eliminating any ambiguity at the point of purchase.
As stated in our previous communication, the service has not been actively pushed, and we have consistently ensured strict compliance with all regulatory requirements to deliver a transparent and customer-centric experience.

Complainant's response

11. The Complainant then provided a three-page response to the Member's reply, which can be summarised as follows:
    11.1. Despite the Member's assertion that new subscriptions were not possible and further that no new subscribers would be billed, the tester was billed in both the Glambar and the Gamebar services, which the Complainant submitted constituted serious consumer harm.

11.2. The Complainant further pointed out that while fraud detection tools such as Evina may be useful, the responsibility to comply with the WASPA Code of Conduct remains with the Member.

11.3. Any failure to comply with the WASPA Code of Conduct, once confirmed, cannot be displaced by subsequent actions.

11.4. The Complainant further pointed out that all the protections the Member claimed to have were not found in practice when the tester tested the Gamebar and Glambar services.

12. The Member made no further submissions.

Clauses of the Code considered

4.2. Members must at all times conduct themselves in a professional manner in their dealings with the public, customers, other service providers and WASPA.

4.11. Members must take reasonable steps to prevent their networks and systems from being used in a fraudulent manner, and must comply with WASPA's published best practices for fraud prevention.

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.

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.

15.8B. A customer must not be subscribed to any subscription or notification service without completing a confirmation step.

15.9. The confirmation step for any subscription service must require an explicit response from the customer of that service. The confirmation step may not be performed in an automated manner in such a way that the process is hidden from the customer.

15.10. For all subscription services initiated via a web page, there must be an additional specific confirmation step before the customer is billed. This confirmation step must be provided in one of three ways:

(i) The customer's mobile carrier may implement the confirmation step.

(ii) The member can provide the customer with a "confirmation page".

(iii) The member can send a "confirmation message" to the customer. The customer must not be charged for the confirmation message.

Decision

13. At the outset it is worth noting that there are glaring disputes of fact between the Complainant and the Member. The Member has made it very clear that it was not processing any new subscriptions from Cell C and that any income generated from the Cell C network was based on prior subscriptions (more than 6 months ago) while the Complainant submitted that not only was he/she auto-subscribed to the service, but an actual amount of R7.00 was deducted from the Complainant's airtime. These two versions are mutually destructive.
14. When pressed on this point by the Complainant, the Member did not persist with its denial that no new subscriptions were possible and that no funds from new consumers were being received. On the contrary it is clear that the Member was receiving funds from the Cell C network, notwithstanding it position that no new marketing and subscriptions were being accepted. In addition, it is worth noting that in the month of October 2025 subscriptions for

both services increased which belies the Member's contention that no new subscriptions were being processed.

15. Bearing the evidence as set out above in mind, on the balance of probabilities it is held that the Complainant was subscribed to the subscription service without any of the required confirmatory steps as set out in the Code of Conduct and further that the Complainant was billed an amount of R7.00 per service. Moreover, the evidence suggests that this is not an isolated case, but that new subscriptions must at least have been processed in the month of October 2025.
16. This then leads to the inevitable – and uncontradicted – conclusion that this is an egregious case of auto-subscription by the Member.
17. Turning to the Member's defence on 26th February 2026, what is glaring about the submission is that it is no defence at all. The Member was called upon to set out why – in these two specific cases of the Glambar and Gamebar:
    17.1. The Member had not acted professionally? (clause 4.2);
    17.2. Insufficient steps had been taken to protect against fraud? (clause 4.11);
    17.3. The Member was not honest and fair when dealing with customers? (clause 5.4);
    17.4. The Member provided a service which was false or deceptive? (clause 5.5);
    17.5. There was no call to action which clearly provided pricing information? (clause 8.9 read with clause 12.1);
    17.6. There was no confirmation step for the subscription service? (clause 15.8B);
    17.7. There was no explicit response from the tester obtained before the subscription service was activated? (clause 15.9);
    17.8. There was no additional confirmation step before the customer was billed? (clause 15.10).
18. Instead of providing a defence to these claims, the Member replied with bald allegations about how they run their business which was directly contradicted by the evidence provided by the Complainant. Indeed, the Member provided no evidence at all to substantiate its defence as set out in its correspondence on the 26th February 2026.
19. The initial failure of the Member to understand that it was obliged to respond to the formal complaint and thereafter to provide a generic response to the allegations which did not address the facts of the specific complaints, but rather alleged – without evidence – a system of practices which would nominally comply with the WASPA Code of Conduct, shows a highly worrying misunderstanding of the Member's duties in terms of the WASPA Code of Conduct. Faced with damning evidence emanating from the Complainant the

Member simply responded with a defence that it met all its obligations in terms of the WASPA Code of Conduct when the facts of the Gamebar and Glambar tests directly contradict this. The Member provides no explanation for this contradiction.

20. As a result, the Member is hereby found to have breached clauses 4.2, 4.11, 5.4, 5.5, 12.1 (read with clause 8.9), 15.9 and 15.10.

Sanction

AGGRAVATION

21. Before considering the sanction, it is worthwhile to consider the Member's reaction to this matter. From the Member's correspondence it is clear that the Member had no idea of the gravity of the matter and needed to be pressed several times to provide a formal response to what are clearly very serious allegations. This *laissez-faire* attitude towards extremely serious breaches of the WASPA Code of Conduct is entirely at odds with the allegation by the Member that the Member follows a "customer-first" approach with "fair dealings" with the customer. Indeed, there is an argument that the actions of the Member amount to the criminal offence of fraud. Moreover, it is these types of actions that reflect extremely poorly not only on the Member, but on the WASP industry as a whole. It is no exaggeration to state this it is this type of action/inaction on the part of WASPA members which poses an existential threat to the entire WASP industry as a whole and could lead to government intervention to close down the industry itself. As a result, WASPA is obliged to take egregious cases of auto-subscription extremely seriously.

MITIGATION

22. The Member joined WASPA in 2018 and was last sanctioned in 2018 for a breach of clause 14.11 and fined R50 000.00. There has been no other breach of the Code of Conduct by the Member.
23. The Member instructed its partners to cease any activity with the services within a day of receiving the complaint.

SANCTION

24. The Member is hereby sanctioned as follows:

24.1. The WASPA Secretariat is hereby instructed to inform all Networks (not just Cell C) not to process any subscription requests emanating from the Glambar and Gamebar service for a period of three months.

24.2. All current subscribers to the Gamebar and the Glambar subscription service must be unsubscribed.

24.3. The Glambar and Gamebar service itself as provided by the Member must be terminated and may only be reactivated in three months once the Member has corrected the breaches of the WASPA Code of Conduct.

24.4. The Member must reimburse all subscription fees paid by customers from 01 August 2025 to the date of publication of this Adjudication. Based on the income statement provided by the Member, this amounts to R115 190.00 for Gambar subscription service and R93 553 for the Glambar subscription service.

24.5. The Member is hereby fined the amount of:

24.5.1. R10 000 for the breach off clause 4.2,

24.5.2. R10 000 for the breach off clause 4.11,

24.5.3. R10 000 for the breach off clause 5.4,

24.5.4. R10 000 for the breach off clause 5.5,

24.5.5. R10 000 for the breach off clause 12.1 (read with clause 8.9),

24.5.6. R10 000 for the breach off clause 15.9 and

24.5.7. R10 000 for the breach off clause 15.10.

TOTAL FINE: R70 000.00.

Matters referred back to WASPA

25. None.

Appeal

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