WASPA
WIRELESS APPLICATION SERVICE PROVIDERS' ASSOCIATION

Report of the Adjudicator

Complaint number	**#62083**
Cited WASPA members	**SVMobi Membership no: 1841**
Notifiable WASPA members	**N/A**
Source of the complaint	**WASPA Compliance Department**
Complaint short description	**Misleading advertising** **Misleading subscription** **Fraudulent / unauthorised subscription** **Non-compliant pricing and acquisition flow**
Date complaint lodged	**2026-03-13**
Date of alleged breach	**2026-03-12**
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; 23A.5**
Related complaints considered	**#62005**
Fines imposed	**The member breached clause 4.11.** **No fines imposed.**

Other sanctions	1. **The member is ordered to identify, unsubscribe and refund all customers subscribed to Game Bar and Glam Bar through the impugned flow, from the date of the test to the date of publication of this adjudication, if not already done so.** 2. **The member is ordered to terminate Game Bar and Glam Bar from the date of publication of this adjudication, and not reactivate them thereafter unless and until it has corrected the breach of clause 4.11 and implemented effective fraud-prevention controls.**
Is this report notable?	**Not Notable**
Summary of notability	**N/A**

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1. Initial complaint

1.1 This complaint was lodged by the WASPA Compliance Department ("the complainant") on 13 March 2026. The member was notified the same day through the emergency process, which was later withdrawn by the complainant after the member paused South African traffic and subscription activations, whereafter the matter proceeded as a formal complaint as per the normal process.

1.2 The complaint is based on a manual compliance test conducted by a complainant tester ("the tester") on 12 March 2026 at around 10:00am on the MTN network, using a Samsung Galaxy A05 device. Before testing, the tester confirmed the airtime balance, confirmed that no active subscriptions were present, and cleared the browsing history.

1.3 The tester then opened the "Now Junk Cleaner" application from the Google Play Store, granted notification access, proceeded through the application flow, granted file access permissions, and clicked "Clean Now (2.24 GB)".

1.4 Shortly thereafter, the tester received a welcome message stating that the tester had subscribed to a subscription service called "Gamebar" at R7.00 per day. The tester followed the link in the message and was taken to the Gamebar homepage.

1.5 Shortly thereafter, the tester received a further welcome message stating that the tester had subscribed to another subscription service called "Glambar" at R7.00 per day. The tester again followed the link and was taken to the Glambar homepage.

1.6 The tester then used the MTN USSD self-help portal to unsubscribe from the services and received unsubscribe confirmations.

1.7 The essence of the complaint is that the tester was auto-subscribed to two subscription services, each at R7.00 per day, without any engagement with promotional material, without a landing page, without visible pricing adjacent to a call-to-action, and without any required confirmation step. The complainant further contends that the member's fraud prevention and mitigation mechanisms were absent or insufficient.

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2. Member's response

2.1 The member's principal response is that the complained-of circumstances were not authorised by it and, on its version, appear instead to have arisen from unauthorised third-party testing, probing, or traffic activity.

2.2 More specifically, the member states that, upon receipt of the complaint, it conducted what it describes as a detailed internal investigation to identify the possible source and surrounding circumstances of the impugned subscriptions. According to the member, that investigation revealed a source pattern which it says was consistent with an earlier concern raised in relation to a Cell C service, as well as with the more recent MTN complaint. The member appears to suggest that the pattern pointed to activity associated with the same or a similar publisher environment, albeit through a different advertising network partner.

2.3 The member further states that its investigation confirmed that the relevant product and campaign had not been shared with any partners for promotion, distribution, or traffic generation during the period in question. Put differently, the member's position is that no authorised commercial campaign was active, and no affiliate or distribution partner had been permitted by it to run traffic to the relevant service during the relevant time. On that basis, the member contends that the subscriptions complained of did not arise from an approved or intentionally deployed acquisition campaign, but rather from external, unauthorised activity directed at a publicly reachable service flow.

2.4 The member says that, as a precautionary measure, it immediately blocked all incoming traffic to its South African services, instructed partners and affiliates not to run any traffic toward such services, and completely blocked subscription activations across South African operators. It says the service remained technically accessible only to support existing subscribers and for occasional operator-initiated testing or technical checks.

2.5 In relation to the cited clauses, the member maintains that its ordinary service design includes compliant landing pages, display of pricing and service information, and mandatory confirmation steps integrated with operator-controlled consent mechanisms. The member therefore submits that the incident arose from unauthorised third-party activity or exploitation

of the service flow, rather than any deliberate deployment by it of a non-compliant subscription process or intentional breach of the WASPA Code of Conduct (“the Code”).

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3. Complainant’s further response

3.1 The complainant submits that the member has effectively acknowledged the breaches, but seeks to attribute them to third-party publishers. The complainant points out that the Code (at clauses 3.5, 3.6 and 3.7) places a positive obligation on members to ensure that non-member clients, suppliers, affiliates and sub-contractors market services consistently with the Code, and that the member remains liable for resulting breaches, subject only to mitigation where reasonable preventative steps are demonstrated.

3.2 The complainant further submits that the safeguards relied upon by the member appear reactive rather than preventative, because the blocking of traffic, halting of activations, and instructions to affiliates only occurred after the breaches had already taken place.

3.3 The complainant accordingly argues that the service was non-compliant at the time of testing and that the member should be held liable for the breaches observed.

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4. Member’s further response

There was no further response from the member.

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5. Sections of the Code considered

5.1 As the conduct complained of took place on or about 12 March 2026, version 17.14 of the Code applies.

5.2 It is alleged that the member infringed clauses 4.2, 4.11, 5.4, 5.5, 12.1 read with 8.9, 15.8B, 15.9, 15.10 and 23A.5 of the Code. The clauses read as follows:

> ***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.

23A.5. *Subscription services must have a landing page prior to the confirmation step. An advert for a subscription service may not send a customer directly to a confirmation page but must link the customer to a landing page for the service. A landing page:*

(a) must clearly show the pricing information for the service;
(b) must contain a link to, or the URL of, the Ts&Cs for the service;
(c) must use only “subscribe” or “join” as the call-to-action, and may include additional words following “subscribe” or “join” which are not considered to be “intervening text” for the purpose of displaying pricing information;
(d) must not mislead by presenting examples of content not available as part of the service;
(e) must state the name of the service; and
(f) must include a description that makes the nature of the service clear to the customer.

This clause does not apply to adverts delivered via MTN's platform, managed by MTN or to advertising/services approved by MTN for use on Google, Meta or TikTok advertising platforms.

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6. Decision

6.1 Before considering the specific clauses cited in the complaint, it is necessary to consider clauses 3.5, 3.6 and 3.7 of the Code. These clauses are relevant because the member’s

response is, in substance, that the conduct complained of may have arisen through unauthorised third-party publisher or advertising-network activity rather than through any authorised campaign run directly by the member.

6.2 Clause 3.5 requires members to ensure that any client, supplier, affiliate or sub-contractor who is not a WASPA member, but who provides or markets services covered by the Code, is aware of the Code's requirements. Clause 3.6 requires members to ensure that such third parties provide and market those services consistently with the Code. Clause 3.7 then provides that a member is liable for breaches of the Code resulting from services offered or marketed by a non-member client, supplier, affiliate or sub-contractor, although reasonable steps taken by the member may be considered as mitigation when determining liability or sanction.

6.3 These clauses do not mean that every third-party act automatically creates liability for a member in every possible circumstance. In particular, where the evidence indicates that the impugned subscription journey may have resulted from unauthorised third-party activity directed at a publicly reachable service flow, it is necessary to distinguish between breaches caused by the member, its affiliates or sub-contractors, and breaches caused by the third party itself. The question therefore remains not only whether the service, as tested, complied with the Code, but also whether the non-compliant customer journey was attributable to the member or instead to the unauthorised third party, and separately whether the member nevertheless failed to take reasonable steps to prevent its systems from being used fraudulently

6.4 Having reviewed the complaint and responses from the complainant and member, I have reached the conclusions set out below wherein I deal with the relevant clauses of the code, in order.

Clause 4.2

6.5 Clause 4.2 requires members to conduct themselves professionally in dealings with the public, customers, other service providers and WASPA.

6.6 I do not consider it appropriate to find a separate breach of clause 4.2 merely because other, more specific clauses of the Code have been breached. Clause 4.2 is a broad standard of professional conduct and should not be used to duplicate liability where the conduct complained of is more precisely addressed elsewhere in the Code.

6.7 In this matter, the member's service flow was non-compliant and resulted in serious consumer-facing harm. However, the member responded promptly once notified, blocked South African traffic and subscription activations, instructed partners not to run traffic, and engaged with WASPA's process.

6.8 On that basis, while the underlying subscription flow was defective and non-compliant, I do not find that the member's conduct separately amounts to unprofessional conduct for purposes of clause 4.2.

6.9 Accordingly, I do not find a breach of clause 4.2.

Clause 4.11

6.10 Clause 4.11 requires members to take reasonable steps to prevent their networks and systems from being used fraudulently and to comply with WASPA's published best practices for fraud prevention.

6.11 I accept that the impugned customer journey was not shown by the evidence to have been part of an authorised campaign intentionally deployed by the member. On the member's version, which was not materially contradicted by any technical evidence from the complainant, the incident arose through unauthorised third-party activity directed at a publicly reachable service flow.

6.12 That does not, however, end the enquiry. Clause 4.11 remains distinct. Even where the impugned subscription journey is not attributable to the member's intended service design, the question under clause 4.11 is whether the member took reasonable steps to prevent its systems and service chain from being used fraudulently.

6.13 In this matter, the incident and test show that, at the relevant time, the member's systems or service flow were still capable of being used to generate unauthorised subscriptions to Gamebar and Glambar without a customer-facing confirmation process. While the member acted promptly once notified and implemented blocking measures thereafter, I am not satisfied that the steps taken were reasonable and sufficiently effective to prevent the service from being used fraudulently in the circumstances that actually arose.

6.14 Accordingly, I find a breach of clause 4.11.

Clause 5.4

6.15 Clause 5.4 requires members to have honest and fair dealings with their customers.

6.16 The customer-facing journey experienced by the tester was plainly not fair. However, on the reasoning set out above, I am not satisfied that this journey was the product of conduct by the member, its affiliates or sub-contractors, as opposed to unauthorised third-party interference with the service flow.

6.17 In those circumstances, while the service as tested clearly operated in a manner inconsistent with clause 5.4, I do not find that this breach is attributable to the member for purposes of liability under this clause.

6.18 Accordingly, I do not find a breach of clause 5.4.

Clause 5.5

6.19 Clause 5.5 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.

6.20 The customer-facing journey was clearly deceptive by omission. However, for the reasons already set out, I am not satisfied that the deceptive journey was knowingly disseminated by the member, or that it was attributable to the member rather than to unauthorised third-party interference.

6.21 In those circumstances, the conduct complained of does not justify a finding of breach by the member under clause 5.5.

6.22 Accordingly, I do not find a breach of clause 5.5.

Clause 12.1 read with 8.9

6.23 Clause 12.1 requires pricing information to be displayed for premium-rated services and, where there is a call-to-action, for that pricing information to be clearly and prominently displayed adjacent to the call-to-action. Clause 8.9 defines a call-to-action as the component of an advert which triggers the confirmation step for a transaction or service.

6.24 The tester was not shown visible pricing information for Gamebar or Glambar adjacent to any call-to-action before the subscriptions occurred. However, on the evidence before me, I am not satisfied that this non-compliant journey was the product of the member's designed or intended service flow, as opposed to unauthorised third-party interference.

6.25 Accordingly, I do not find a breach of clause 12.1 read with clause 8.9.

Clause 15.8B

6.26 Clause 15.8B provides that a customer must not be subscribed to any subscription or notification service without completing a confirmation step.

6.27 The tester was subscribed to Gamebar and Glambar without completing a confirmation step. However, for the reasons already given, I am not satisfied that this occurred because of the member's intended service flow, rather than because of unauthorised third-party interference with the service.

6.28 Accordingly, I do not find a breach of clause 15.8B.

Clause 15.9

6.29 Clause 15.9 requires an explicit response from the customer and prohibits the confirmation step from being performed in an automated manner where the process is hidden from the customer.

6.30 The tester did not knowingly or explicitly respond to any Gamebar or Glambar confirmation step, and the subscription events appear to have occurred automatically or in a hidden manner. However, I am not satisfied that this hidden automated journey was attributable to the member rather than to unauthorised third-party interference.

6.31 Accordingly, I do not find a breach of clause 15.9.

Clause 15.10

6.32 Clause 15.10 requires an additional specific confirmation step before billing for all subscription services initiated via a web page.

6.33 There is no evidence before me that the tester was presented with any such additional confirmation step before being billed or subscribed. However, for the reasons already set out, I am not satisfied that this failure was attributable to the member's designed or intended service flow rather than to unauthorised third-party interference.

6.34 Accordingly, I do not find a breach of clause 15.10.

Clause 23A.5

6.34 Clause 23A.5 requires subscription services to have a landing page before the confirmation step and prescribes the content of that landing page.

6.35 The tester was not shown a compliant landing page before subscription. However, the same attribution difficulty arises here. On the evidence before me, I am not satisfied that the absence of a compliant landing page in the tester's journey was attributable to the member's intended or approved service flow, rather than to unauthorised third-party interference.

6.36 Accordingly, I do not find a breach of clause 23A.5.

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7. Sanctions

7.1 Before determining sanction, it is necessary to consider the seriousness of the infringement, the potential and actual consumer harm, the member's response once notified, and the need for deterrence.

7.2 The aggravating factors are

7.2.1 that the infringement of the Code in practical effect was serious. The customer-facing journey resulted in unauthorised subscriptions without pricing disclosure, consent, or confirmation, and conduct of that kind poses an obvious and serious threat to consumers and to confidence in the WASP industry generally; and

7.2.2 the member has one previous upheld complaint involving clause 4.11, which is directly relevant because clause 4.11 is again central to this matter.

7.3 The mitigating factors are:

7.3.1 the member responded promptly after notification of the complaint;

7.3.2 the member blocked South African traffic and subscription activations;

7.3.3 the member instructed partners and affiliates not to run traffic to the relevant services;

7.3.4 the emergency process was withdrawn after the remedial steps taken by the member;

7.3.5 there is no evidence before me that the member continued the impugned flow after notification;

7.3.6 the member's engagement in this matter was more responsive and constructive than would ordinarily justify the highest level of sanction; and

7.3.7 another related complaint (namely adjudication #62005) has already been adjudicated upon, against the member, on substantially the same facts (albeit over a slightly different time period). While each matter must be determined on its own facts, this is a relevant mitigating circumstance when considering whether a further monetary penalty is necessary in this matter.

7.4 I find that the member breached clause 4.11 only.

7.5 Taking the above into account, and in particular the substantial mitigating circumstances, I impose no monetary penalty owing to WASPA.

7.7 The member is, however, ordered to identify, unsubscribe and refund all customers subscribed to Gamebar and Glambar through the impugned flow, from the date of the test to the date of publication of this adjudication.

7.8 The member is also ordered to terminate Game Bar and Glam Bar from the date of publication of this adjudication, and not to reactivate them thereafter unless and until it has corrected the breach of clause 4.11 and implemented effective fraud-prevention controls.

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8. Matters referred back to WASPA

N/a
