



Report of the Adjudicator

Complaint number	#62084
Cited WASPA members	M L Image Perfect Concepts Pvt Ltd Membership no: 2079
Notifiable WASPA members	n/a
Source of the complaint	WASPA Compliance Department
Complaint short description	Auto-subscription of subscription services
Date complaint lodged	13 March 2026
Date of alleged breach	13 March 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; 23A.5,
Related complaints considered	62005, 62083. 62094
Fines imposed	1.1. The Member is hereby fined the amount of: 1.1.1. R6 000 for the breach of clause 4.2, 1.1.2. R6 000 for the breach of clause 4.11, 1.1.3. R6 000 for the breach of clause 5.4, 1.1.4. R6 000 for the breach of clause 5.5, 1.1.5. R6 000 for the breach of clause 12.1 (read with clause 8.9),

	1.1.6. R6 000 for the breach of clause 15.9 and 1.1.7. R6 000 for the breach of clause 15.10. 1.1.8. R6 000 for the breach of clause 23A.5 TOTAL FINE: R48 000.00
Other sanctions	• The WASPA Secretariat is hereby instructed to inform all Networks not to process any subscription requests emanating from the “Super Gamez” subscription service for a period of three months. • All current subscribers to the Super Gamez subscription service must be unsubscribed. • The Super Gamez 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. • The Member must reimburse all subscription fees paid by customers from 01 August 2025 to the date of publication of this Adjudication. A report of the refunds provided to consumers must be provided to the WASPA Secretariat.
Is this report notable?	Yes
Summary of notability	Where action / inaction may have been caused by a third party, a WASPA Member has a positive duty to allege this, failing which a WASPA Adjudicator is entitled to assume any actions / inaction taken with regard to the Member’s subscription service were caused by the Member.

Initial complaint

Test #1

1. The WASPA Compliance Department encountered an application on the 12th March 2026 referred to as “Now Junk Cleaner”. After installation the tester was prompted to continue to “Let’s Clean” which the tester duly clicked on and allowed the app permission to do so.
2. Once the scan was complete the user was asked to “Clean now” which the tester clicked on and that resulted in the user receiving a welcome message notifying the tester that the tester had been subscribed to a subscription service called “Super Gamez” at R7.00 per day.
3. The tester then successfully unsubscribed from the subscription service.

Test #2

4. The WASPA Compliance Department encountered an application on the 11th March 2026 referred to as “AI Phone Clean”. The tester clicked on the English option and then on “Start” and thereafter received a Welcome Message notifying the tester that the tester had been subscribed to “Super Gamez” at a cost of R7.00 per day.
5. The tester then successfully unsubscribed from the subscription service.
6. The tester then alleged that both apps auto-subscribed the user without the required protections in terms of the WASPA Code of Conduct, which breached the following clauses of the WASPA Code of Conduct: 4.2; 4.11; 5.4; 5.5; 12.1 read with 8.9; 15.8B; 15.9; 15.10.
7. The matter was then referred to an emergency panel hearing.

Emergency Panel Report

8. The WASPA Emergency Panel duly met on the 16th March 2026 and released a report. The “Decision” and “Remedy” section read as follows:

“Decision

4. The evidence demonstrates that the tester was automatically subscribed to the Member’s subscription services immediately after downloading and interacting with the mobile

applications “Now Junk Cleaner” and “AI Phone Clean”. In both cases, the auto-subscriptions were triggered without the tester encountering any promotional material, pricing disclosures, landing page, call-to-action, or confirmation step. It is apparent that the tester became aware of the subscriptions only upon receiving the Welcome Message confirming billing at R7.00 per day for each service. These facts are clearly set out in the test logs and timestamps provided in the complaint file. Accordingly, the Emergency Panel finds *prima facie* breaches of sections 5.4, 12.1, 15.8B, and 15.9 of the Code.

5. The auto-subscription mechanism identified presents a significant risk of harm to consumers. Given the severity of the breaches, their systemic nature, and the Member’s failure to respond to the emergency notice within the permitted timeframe, the Emergency Panel concludes that urgent remedial action is required.

Remedy

6. The Member is ordered to immediately suspend and disable the unauthorised auto-subscription flows identified in this complaint, including subscription to any of its services that are associated with, connected to, or capable of facilitating similar auto-subscriptions in contravention of the Code.

7. Section 23A.5 of the Code is referred to the Adjudicator for consideration and any future findings that may be required under that section.”

Member’s response

9. The Member responded on the 17th March 2026, indicating that:

“The marketing was paused prior to receipt of the email and we have taken action against the source of the fraudulent traffic.

We will take a deep dive into this matter and make sure that this will not happen again in the future.”

WASPA Secretariat Reminder

10. On the 07th April 2026 the WASPA Secretariat reminded the Member that it had 10 days to respond to the complaint and the Member had not replied and as a result the matter would be referred to formal adjudication.
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Member's response

11. The Member responded on the 08 April 2026 and indicated that the staff of the Member had been on holiday and "somehow missed the email". The remainder of the message reads:
- "As mentioned earlier, we stopped all promotional activities upon receiving your first notice. We also informed our sources about this matter and asked them to analyze it further and requested their feedback.*
- We promoted the campaign using our best sources, and although they used their own tool to detect fraud, the incident still occurred. They are currently analyzing it.*
- Please, we request you to provide an extension to sort this out. So this will not be repeated."*
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Member's further response

12. The Member responded again the 20 April 2026 and wrote:
- "Based on mitigating evidence that there was a fraud solutions in place and as soon as we became aware of the situation we took remedial steps, as was highlighted by the analysis. There were 2 anti-fraud solutions in place, together with what mitigating steps we took. All highlighted affected subscribers are unsubscribed, as well as blocking the traffic source responsible without compensation. We have proper marketing approval processes in place and we were acting in accordance with the seriousness of the issue that occurred."*
13. That was the final communication from the Member in this complaint.
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Complainant's further response

14. In response the WASPA Compliance Department drafting a brief letter which notes:

- 14.1. The Member did not name the anti-fraud solutions,
 - 14.2. The Member did not provide proof that they were operational,
 - 14.3. No evidence has been provided to indicate that the systems would. / should have been able to prevent auto-subscription.
15. The Complainant did note that the Member alleges that the service was stopped and the source was blocked “without compensation”.
16. The Complainant ends with a request that the Member be held liable for the non-compliant service.
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Clauses of the Code considered

3.7. A member is liable for any breaches of this Code of Conduct resulting from services offered or marketed by a client, supplier, affiliate or sub-contractor if that party is not also a member of WASPA. If the member can demonstrate that they have taken reasonable steps to ensure that that party provides and markets services in a manner consistent with the requirements of this Code of Conduct, this must be considered as a mitigating factor when determining the extent of the member's liability for any breaches.

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.

Decision

17. This Complaint comes on the heels of Complaints 62005, and 62083, 62094.
18. Adjudication 62083 also referred to the “Now Junk Cleaner” application which then resolved to a “Glambar” subscription service. The Adjudicator found, on the evidence, that the auto-subscription service was initiated not by the Member, but by a malicious third party. As a result, the Adjudicator found that only clause 4.11 – a failure to take reasonable steps to prevent the networks and systems from being used fraudulently – was breached by the Member and ordered that the Member identify, unsubscribe and refund all customers and terminate the subscription service until the fraud prevention mechanisms are in place.
19. Complaint 62094 took a similar approach by finding that the Member had contravened clause 4.11 and similarly ordered a refund of the customers, the cancelling of the subscription service and a small fine of R2000 for non-compliance with clause 4.11.
20. In contrast, Complaint 62005 had a completely different approach to the matter. In that case the Member had provided no evidence that the breach of the WASPA Code of Conduct had occurred as a result of a malicious third party and as a result the Adjudicator found that the Member had breached the following clauses: 4.2; 4.11; 5.4; 5.5; 12.1 read with 8.9; 15.8B; 15.9; 15.10 and ordered a fine of R10 000 per clause (R70 000 fine in total) as well as a refund of all subscribers and the termination of the subscription service.
21. While each of the above matters had an extremely similar complaint – auto-subscription without even the pretence of complying with the WASPA Code of Conduct – the results for the Members were substantially different in terms of not only the number of clauses that were found to have been breached, but also the sanction that was imposed. This begs the question as to what the differences were between the complaints?
22. The fundamental question on which these matter turns is whether the actions which resulted in breach of the WASPA Code of Conduct was caused by the Member or a malicious third party? More important, there is a natural presumption that any subscription to the subscription services of the Member followed the contractual flow-through process that the Member designed. Put differently, absent any evidence to the contrary, the Member is

required to at least allege that the subscriptions were caused by a malicious third party and did not follow the contractual flow-through process that the Member designed.

23. In contrast to matter 62094, where the Member was laudably proactive, the behaviour of the Member in the current matter is far closer to the behaviour of the Member in complaint 62005, in that:

23.1. The Member did not react to the Emergency Panel notice,

23.2. It provided terse and completely insufficient responses to the clear breaches of the WASPA Code of Conduct, and

23.3. It did not deny the contraventions of the WASPA Code of Conduct.

24. This matter further raises the question as to whether an adjudicator is entitled to assume facts based on the recent events within the industry and/or based on recent adjudications. In my view an adjudicator is not entitled to assume facts in the matter. Put differently, when there is clear prima facie evidence of the breaches of the WASPA Code of Conduct – which were incidentally confirmed by the Emergency Panel – there exists a positive duty on the Member to allege that the subscriptions by customers did not follow a process that was designed by the Member and were the actions of a malicious third party. Moreover, if that were to be the case then the Member would have a further positive duty to place the adjudicator in a position where the fraud detection and prevention mechanisms put into place by the Member were supported by evidence. The Member has failed in both aspects.

25. 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 and clause 23A.5 (which was subsequently added by the Emergency Panel).

Sanction

AGGRAVATION

26. 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 to provide a formal response to what are clearly very serious allegations. 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

27. The Member has never been sanctioned by WASPA.

SANCTION

28. The Member is hereby sanctioned as follows:

- 28.1. The WASPA Secretariat is hereby instructed to inform all Networks not to process any subscription requests emanating from the “Super Gamez” subscription service for a period of three months.
- 28.2. All current subscribers to the Super Gamez subscription service must be unsubscribed.
- 28.3. The Super Gamez 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.
- 28.4. The Member is ordered to unsubscribe and refund all customers subscribed to Super Gamez through the impugned flow, from the date of the test to the date of publication of this adjudication.
- 28.5. The Member is hereby fined the amount of:
 - 28.5.1. R6 000 for the breach of clause 4.2,
 - 28.5.2. R6 000 for the breach of clause 4.11,
 - 28.5.3. R6 000 for the breach of clause 5.4,
 - 28.5.4. R6 000 for the breach of clause 5.5,
 - 28.5.5. R6 000 for the breach of clause 12.1 (read with clause 8.9),
 - 28.5.6. R6 000 for the breach of clause 15.9 and
 - 28.5.7. R6 000 for the breach of clause 15.10.
 - 28.5.8. R6 000 for the breach of clause 23A.5

TOTAL FINE: R48 000.00

Matters referred back to WASPA

29. None.

Appeal

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