Report of the Adjudicator

Complaint number	**#62093**
Cited WASPA members	**Forest interactive (2101)**
Notifiable WASPA members	**N/A**
Source of the complaint	**WASPA Compliance Department**
Complaint short description	**Auto-subscription of subscription services**
Date complaint lodged	**2026-03-17**
Date of alleged breach	**2026-03-11**
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 and #61079**
Fines imposed	**R10 000.00 for the breach of clause 4.2 of the Code;** **R10 000.00 for the breach of clause 4.11 of the Code;**

	R10 000.00 for the breach of clause 5.5 of the Code; **R10 000.00 for the breach of clause 12.1 read with clause 8.9 of the Code;** **R10 000.00 for the breach of clause 15.8B of the Code;** **R10 000.00 for the breach of clause 15.9 of the Code; and** **R10 000.00 for the breach of clause 15.10 and 23A.5 of the Code.**
Other sanctions	**1. WASPA must inform all networks, including MTN, not to process any subscription requests emanating from the Member's service for a period of three (3) months from the date of publication of this Adjudication.** **2. All current subscribers to the Member's service as a result of the auto-subscription must be unsubscribed with immediate effect.** **3. The Member's service must be terminated with immediate effect and may only be reactivated after the expiry of the three (3) month period, and only once the Member has demonstrated to the satisfaction of the WASPA that the identified breaches of the Code have been fully remedied.** **4. Prior to any reactivation of the Member's service, the Member is directed to provide WASPA with written confirmation of the fraud-prevention and compliance measures implemented to prevent future unauthorised auto-subscriptions.** **5. The Member is directed to reimburse all auto-subscription fees charged to consumers who were subscribed to its service as a result of the non-compliant acquisition flow, from November 2025 until the date of suspension of the Member's service. Based on the information provided by the Member, this includes the reimbursement of subscription fees paid by 191 affected users.** **6. The Member is directed to provide WASPA, within ten (10) days of publication of this Adjudication, with written confirmation and supporting evidence of all unsubscriptions already effected, as well as confirmation of any outstanding**

	unsubscriptions still to be implemented in compliance with this ruling.
Is this report notable?	**Not notable.**
Summary of notability	**Not applicable.**

Initial complaint

Annexure A

1. Whilst monitoring, testing services, and conducting compliance checks of test results, the WASPA Compliance Department ("the Complainant") identified a service on the MTN network which did not comply with the requirements as set out in the WASPA Code of Conduct ("the Code").

2. On or about 2026-03-11, the Complainant's tester ("the Tester") accessed the Google Play Store and downloaded and installed the application titled "Now Junk Cleaner". Upon accessing the application, the Tester was prompted with a notification access page, requesting permission to enable notifications. The Tester clicked on the "Allow" button. Shortly after installation, the Tester received a Welcome Message.

3. The Welcome Message confirmed that the Tester had been subscribed to the "Binge Sports" subscription service, billed at R7.00 per day ("the Member's service"). The Member's service was subsequently activated through an auto-subscription mechanism. It was alleged that the Tester did not engage with any promotional material, a landing page, or a network-hosted confirmation page relating to the Member's service. Instead, the Tester was automatically subscribed to the Member's service without their explicit consent or knowledge.

4. As a result, it was alleged that the normal subscription acquisition flow required by both the Code and the MTN network was bypassed.

Annexure B

5. On or about 2026-03-11, a further compliance assessment of the Member's service was conducted on the MTN network.

   The Tester accessed the Google Play Store and elected to download and install the application titled "AI Phone Clean". The application was successfully installed on the Tester's mobile device. The Tester selected the option 'English-en' on the Language Selector page and then proceeded to click on the 'Start' button. Thereafter, the Tester received a Welcome

Message confirming that they had been auto-subscribed to the Member's service, billed at R7.00 per day. As a result, it was alleged that the normal subscription acquisition flow required by both the Code and the MTN network was bypassed.

Annexure C

6. On or about 2026-03-11, a further compliance assessment of the Member's service was conducted on the MTN network.

7. The Tester accessed the Google Play Store and elected to download and install the application titled "Junk Cleaner Pro". The application was successfully installed on the Tester's mobile device. The downloaded application initiated a scan. Thereafter, the Tester received a Welcome Message confirming that they had been auto-subscribed to the Member's service, billed at R7.00 per day. As a result, it was alleged that the normal subscription acquisition flow required by both the Code and the MTN network was bypassed.

Member's response

8. Following receipt of the initial notification, the Member immediately initiated an internal investigation in co-ordination with its partners and suspended all advertising and traffic acquisition activities related to the Member's service.

9. The Member confirmed that the specific advertising partner associated with the traffic, MOBV, was placed under review, and all traffic from this source was blocked.

10. During the course of the investigation, the Member stated it had identified a total of 191 activations that occurred between 2026-03-04 and 2026-03-16. As part of its remediation efforts, the Member confirmed that it initiated the identification and isolation of all impacted subscriptions. Affected users were unsubscribed and refunded, where applicable, via the Member's partners Digitalabs and Worldplay.

11. The Member's preliminary findings indicated that the activity may have originated from non-compliant third-party traffic, potentially linked to unauthorised or misleading user flows. The Member further indicated that the responsible traffic source would be permanently terminated upon confirmation of a breach and that additional compliance checks and stricter controls were implemented across all acquisition channels.

12. In providing service context, the Member stated that the total revenue generated from the Member's service between November 2025 and March 2026 amounted to ZAR 16 191.28, with a total of 2 662 active users, of which 191 users were acquired through the campaign run via MOBV.

13. The Member confirmed that all campaigns were paused pending completion of the investigation and stated that, going forward, campaigns would only be run via Google sources.

14. While the Member acknowledged that the issue appeared to have stemmed from external traffic sources, it confirmed its responsibility to ensure that all partners and campaigns strictly adhered to compliance requirements.

15. The Member confirmed that it was fully co-operating with its aggregator and undertook to continue providing updates as the investigation progressed. The Member also confirmed its willingness to provide any additional information or documentation required.

Complainant's response

16. The Complainant stated that the Code places a positive obligation on members to ensure proactive compliance, including oversight of affiliates, partners, and traffic sources. Accordingly, post-incident remedial actions do not absolve liability for non-compliant conduct identified during testing.

17. The Complainant alleged that the Member had not provided sufficient detail regarding fraud-prevention mechanisms in place to prevent unauthorised auto-subscriptions or misleading acquisition flows, and that no evidence had been furnished demonstrating effective preventative safeguards.

18. The Complainant confirmed that, in terms of the Code, members remain accountable for compliance irrespective of third-party involvement, and that while remedial actions were acknowledged, the service was non-compliant at the time of testing.

Member's further response

19. The Member acknowledged the Complainant's concerns regarding proactive fraud-prevention controls and confirmed that compliant subscription acquisition flows, traffic monitoring, and partner due-diligence measures were in place across its services.

20. The Member further confirmed that, following the incident, additional controls were implemented, including enhanced monitoring and stricter traffic-source validation.

21. While acknowledging its responsibility under the Code, the Member submitted that the incident was isolated, linked to a specific traffic source that had since been terminated, with all related activity suspended and remediation underway.

Sections of the Code considered

22. The following clauses of the Code are considered herein:

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.

Decision

Clauses 4.2; 4.11; 5.5; 12.1 read with 8.9; 15.8B; 15.9; 15.10; and 23A.5

23. The Member does not deny that the conduct complained of is non-compliant with the Code and has acknowledged the breaches of the Code in its submissions. The Complainant has provided evidence demonstrating that consumers were auto-subscribed to the service without the required consent or confirmation steps, and that the prescribed subscription acquisition flow was bypassed on the MTN network. These findings are not disputed by the Member and are hereby accepted as fact.

24. The confirmed auto-subscription of consumers without consent constitutes direct breaches of clauses 5.5, 15.8B, 15.9, 15.10, 12.1, and 23A.5 of the Code. Consumers were subscribed and billed without completing any confirmation step, without being presented with pricing information, and without being directed to a compliant landing page prior to subscription.

25. In the absence of any call-to-action triggering a confirmation step, clause 12.1 read with clause 8.9 is also breached. The failure to detect or prevent the auto-subscription activity further constitutes non-compliance with clauses 4.11 and 4.2, as the Member did not take reasonable steps to prevent the misuse of its systems and did not conduct its operations in a manner consistent with the consumer-protection standards required by the Code.

Clause 5.4

26. In WASPA Appeal Panel decision #61079, the Appeal Panel confirmed that clause 5.4 is a generalist provision that should only be applied where a member’s conduct breaches the Code and no other specific clause adequately addresses that conduct. The panel specifically held: “Moreover, when the Member's conduct is addressed by a clause other than clause 5.4, adjudicators should avoid finding that the Member also breached clause 5.4, as such a finding would amount to the imposition of a double penalty for the same conduct. Therefore, clause 5.4 cannot be used as a “catch-all” clause in these circumstances and is inapplicable.

Conclusion

27. In conclusion, the Member is in breach of the following clauses of the Code: 4.2; 4.11; 5.5; 12.1 read with 8.9; 15.8B; 15.9; 15.10; and 23A.5.

Sanctions

Mitigating Factors

28. Throughout the complaint process, the Member engaged constructively with the Complainant and co-operated fully with the investigation, providing responses and information within a reasonable timeframe. Furthermore, upon awareness of the alleged non-compliance, steps were taken to review the matter internally, engage relevant partners, and implement corrective measures where necessary, reflecting an appreciation of the Member's obligations under the Code. It is further noted that this matter constituted the first formal complaint referred for adjudication against the Member, and that the Member had no prior record of adverse findings under the Code. Together, these factors are considered mitigating in nature and are taken into account when determining the appropriate sanction.

Aggravating Factors

29. Notwithstanding the mitigating factors identified, it is noted that the non-compliance involves the unauthorised auto-subscription of consumers, which is regarded as a serious contravention of the Code. Auto-subscription practices undermine informed consumer consent and expose consumers to recurring charges without their knowledge or approval. Such conduct strikes at the core objectives of the Code, particularly those relating to transparency, consumer protection, and fair acquisition practices, and is therefore treated as an aggravating factor for the purposes of sanction.

30. The Member is hereby sanctioned as follows:

30.1. WASPA must inform all networks, including MTN, not to process any subscription requests emanating from the Member's service for a period of three (3) months from the date of publication of this Adjudication.

30.2. All current subscribers to the Member's service as a result of the auto-subscription must be unsubscribed with immediate effect.

30.3. The Member's service must be terminated with immediate effect and may only be reactivated after the expiry of the three (3) month period, and only once the Member has demonstrated to the satisfaction of the WASPA that the identified breaches of the Code have been fully remedied.

30.4. Prior to any reactivation of the Member's service, the Member is directed to provide WASPA with written confirmation of the fraud-prevention and compliance measures implemented to prevent future unauthorised auto-subscriptions.

30.5. The Member is directed to reimburse all auto-subscription fees charged to consumers who were subscribed to its service as a result of the non-compliant acquisition flow, from November 2025 until the date of suspension of the Member's service. Based on the information provided by the Member, this includes the reimbursement of subscription fees paid by 191 affected users.

30.6. The Member has submitted that affected users have already been unsubscribed. Notwithstanding this submission, the Member is directed to provide WASPA, within ten (10) days of publication of this Adjudication, with written confirmation and supporting evidence of all unsubscriptions already effected, as well as confirmation of any outstanding unsubscriptions still to be implemented in compliance with this ruling.

31. Furthermore, the following fines are imposed on the Member:

31.1. R10 000.00 for the breach of clause 4.2 of the Code;

31.2. R10 000.00 for the breach of clause 4.11 of the Code;

31.3. R10 000.00 for the breach of clause 5.5 of the Code;

31.4. R10 000.00 for the breach of clause 12.1 read with clause 8.9 of the Code;

31.5. R10 000.00 for the breach of clause 15.8B of the Code;

31.6. R10 000.00 for the breach of clause 15.9 of the Code; and

31.7. R10 000.00 for the breach of clause 15.10 and 23A.5 of the Code.

Matters referred back to WASPA

32. Not applicable.