Report of the Appeals Panel

Complaint number	#62093
Cited WASPA members	Forest Interactive SDN BHD (Membership no. 2101)
Notifiable WASPA members	Not applicable.
Appeal lodged by	Forest Interactive FZ LLC
Type of appeal	Written appeal
Scope of appeal	[X] Review of the adjudicator's decision [X] Review of the sanctions imposed by the adjudicator.
Applicable version of the Code	v17.14
Clauses considered by the panel	4.2; 4.11; 5.4; 5.5; 8.9; 12.1; 15.8B; 15.9; 15.10; 23A.5; 24.61 and 24.63
Related complaints considered	#58648, #61079, #62005 and #62085
Amended sanctions	The fines for the breach of clauses 12.1 read with 8.9, 15.8B, 15.9, 15.10 and 23A.5 are consolidated into a single fine of R20,000.00. The findings of breach of clauses 4.2 and 5.5 (and the fines imposed for those breaches) are set aside.

	The finding of breach of clause 4.11, and the fine of R10,000.00 imposed for that breach, are maintained. The total fine is therefore reduced from R70,000.00 to R30,000.00. The three-month suspension period is set aside. The service may be reactivated once WASPA is satisfied, on written confirmation and supporting evidence, that adequate fraud-prevention measures are in place. The directive to the networks remains in force until WASPA approves reactivation. The Member to provide WASPA with written confirmation and supporting evidence that (a) all consumers acquired through the non-compliant acquisition flow have been unsubscribed; and (b) all subscription fees collected from those consumers have been refunded within 10 days of this report.
Appeal fee	50% of the appeal fee to be refunded to the Member.
Is this report notable?	n/a
Summary of notability	n/a

Initial complaint

1. On 17 March 2026, the WASPA Compliance Department ("Complainant") lodged a formal complaint against the Member. The complaint arose after the Complainant had conducted three separate compliance tests on the MTN network on 11 and 12 March 2026.

2. In the first test, conducted on 11 March 2026, the tester downloaded a "Now Junk Cleaner" application from the Google Play Store and granted the notification permission requested by the application. Shortly afterwards, the tester received a welcome message confirming subscription to the Member's "Binge Sports" service at R7.00 per day.

3. In the second test, also on 11 March 2026, the tester downloaded a "AI Phone Clean" application from the Google Play Store, granted notification access, selected a language

and tapped “Start”. Shortly afterwards, the tester received a welcome message confirming subscription to the Member’s same service at R7.00 per day.

4. In the third test, conducted on 12 March 2026, the tester downloaded a “Junk Cleaner Pro” application from the Google Play Store and granted notification access. The application initiated a scan, after which the tester received a welcome message confirming subscription to the same service again at R7.00 per day.

5. In each test the tester did not view or interact with any promotional material, landing page, pricing information or confirmation step for the Member’s service, and had not agreed to subscribe to it.

6. The Complainant alleged that the Member’s service was activated by an auto-subscription mechanism that bypassed the acquisition flow required by the WASPA Code of Conduct (the “Code”) and by the MTN network. The Complainant cited breach by the Member of 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.

7. In its substantive response to the complaint, the Member did not deny the conduct complained of. It stated that it had identified the advertising partner responsible for the non-compliant campaigns and had blocked all traffic from that source, as well as suspending all advertising and traffic acquisition for the service on 16 March 2026, the day before the complaint was lodged.

8. The Member established that a total of 191 activations had occurred through the MOBV campaign between 4 and 16 March 2026, and had instructed its aggregator, DigitaLabs, to unsubscribe and refund all affected users.

9. The Member stated that its normal subscription flows were compliant with the Code and the network’s requirements, and that it had measures in place to monitor compliance by its partners across its services. It characterised this incident as isolated and linked to a specific partner that had ignored the Member’s specific instructions and had run non-compliant campaigns.

Adjudicator’s findings

10. The adjudication was published on 15 May 2026. The adjudicator found the Member in breach of clauses 4.2; 4.11; 5.5; 12.1 read with 8.9; 15.8B; 15.9; 15.10; and 23A.5 of the Code.

11. The adjudicator found that the Member did not deny that the conduct complained of was non-compliant and had acknowledged the breaches in its submissions. The Complainant's evidence that consumers were auto-subscribed without the required consent or confirmation steps was accepted as fact.

12. The adjudicator held that the auto-subscription of consumers without consent constituted direct breaches of clauses 5.5, 15.8B, 15.9, 15.10, 12.1 and 23A.5, because 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 before subscription. In the absence of any call-to-action triggering a confirmation step, clause 12.1 read with clause 8.9 was also breached.

13. The adjudicator held further that the Member's failure to detect or prevent the auto-subscription activity constituted non-compliance with clauses 4.11 and 4.2, in that 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.

14. The adjudicator did not deal separately with the knowledge element required for clause 5.5 and instead considered and applied that clause too based on the non-compliant auto-subscription flow.

15. The adjudicator declined to find a breach of clause 5.4, following the appeal panel's decision in #61079, on the basis that clause 5.4 is a general provision that should not be applied where a more specific clause already addresses the conduct, as that would impose a double penalty.

16. The adjudicator imposed the following sanctions:

    16.1 a fine of R10,000.00 for each of the seven breaches found (clauses 4.2; 4.11; 5.5; 12.1 read with 8.9; 15.8B; 15.9; and 15.10 together with 23A.5), resulting in a total fine of R70,000.00;

    16.2 a three-month bar on all networks processing subscription requests emanating from the Member's service, running from the date of publication of the adjudication report;

    16.3 immediate unsubscription of all affected subscribers;

16.4 immediate suspension of the service with reactivation permitted only after the expiry of the three-month period and only once WASPA was satisfied that the identified breaches had been fully remedied and written confirmation was provided of the fraud-prevention and compliance measures implemented by the Member;

16.5 reimbursement of all subscription fees to affected consumers; and

16.6 written confirmation and supporting evidence of all unsubscriptions effected, within ten days of publication of the adjudication.

17. In arriving at the sanctions imposed, the adjudicator treated the Member's constructive engagement, its co-operation with the investigation, the remedial steps taken, and its clean record (this being the first formal complaint adjudicated against the Member) as mitigating factors.

18. The adjudicator treated the seriousness of the unauthorised auto-subscription, which undermines informed consumer consent, as an aggravating factor.

Appeal submissions

Member's submissions

19. The Member gave notice of its intention to appeal on 25 May 2026 and delivered its written appeal submission on 3 June 2026. The submission was only formally acknowledged by the Secretariat on 22 July 2026, due to an administrative oversight.

20. The Complainant's response was provided to the Member on 30 July 2026, and on 3 August 2026 the Member confirmed that it stood by its appeal submission as its final response.

21. The appeal submission was filed in the name of Forest Interactive FZ LLC, a UAE-registered entity, which describes itself as the commercial operator of the service under a contract with the aggregator, DigitaLabs FZ LLC. This is relevant to who is responsible under the Code for non-compliance with its provisions, which will be dealt with below.

22. The Member accepted the adjudicator's findings of non-compliance with the Code and its appeal is directed at the sanctions imposed only. The Member asks for the following:

22.1 a reduction of the fine imposed;

22.2 a reduction of the three-month suspension;

22.3 confirmation of the entity to which the sanctions attach; and

22.4 a refund of the appeal fee.

23. The Member’s principal submissions in support of its appeal can be summarized as follows:

23.1 The non-compliant traffic originated from MOBV, a third-party advertising partner acting outside its authorised scope. The campaign terms communicated to MOBV in writing in December 2025 expressly prohibited misleading, incentivised, in-app and auto-subscription traffic, and the partner was reminded of the compliance requirements on 27 January 2026.

23.2 The Member had no visibility of, or access to, the in-app subscription triggering mechanism deployed by MOBV until the non-compliance was identified.

23.3 The non-compliance was then remedied before the adjudication was issued. Advertising was suspended on 16 March 2026, MOBV was blocked and permanently terminated, and all 191 affected users were unsubscribed and refunded through DigitaLabs and Worldplay by 25 March 2026.

23.4 The fine is disproportionate in that the aggregate fine of R70,000.00 is approximately 4.3 times the total revenue of R16,191.28 generated by the service over its entire operational period. The 191 affected users represent approximately 7.2% of the 2,662 total active users for the service.

23.5 This is the first formal complaint made against the Member. It also co-operated fully throughout the complaint process, and there has been no further harm caused to consumers.

24. On the question of which entity is responsible for meeting the sanctions imposed by the adjudicator, the appellant submits that WASPA membership no. 2101 is held by Forest Interactive Sdn Bhd, whereas the service was commercially operated by Forest Interactive FZ LLC, which is a separate legal entity. It states further that the aggregator, DigitaLabs, advised it in writing on 7 April 2025 that the service could operate under DigitaLabs’ own WASPA membership, and that it never requested or acknowledged registration of the service under the membership of Forest Interactive Sdn Bhd.

Complainant's submissions

25. The Complainant requests that the appeal be dismissed and the adjudication upheld in full.

26. The Complainant's principal submissions can be summarised as follows:

    26.1 The Code imposes strict obligations on members to ensure compliance across all acquisition channels, and liability attaches regardless of intent or third-party involvement.

    26.2 The Member's remedial steps were commendable but reactive, and the written partner notification of December 2025 did not prevent the breach, demonstrating the insufficiency of the Member's controls.

    26.3 The appeal provides no clause-anchored evidence of compliance at the time of testing.

    26.4 On the question of the correct entity who is responsible for meeting the sanctions imposed, at no point during the complaint process did the Member indicate that the service was not operated by Forest Interactive Sdn Bhd or ask for the complaint to be redirected. Liability under the Code attaches to the member account under which the service was onboarded.

    26.5 The fines imposed are proportionate to the seriousness of the breaches.

Deliberations and findings

27. The Member does not appeal the adjudicator's findings on the merits and the appeal is only directed at the sanctions imposed by the adjudicator.

28. The party who submitted the appeal also raised a further question about which entity is responsible for meeting those sanctions. Before dealing with the merits of the appeal, it is important that the panel first deal with this issue.

Correct respondent (and appellant)

29. The appeal was submitted by Forest Interactive FZ LLC, which is a separate legal entity to Forest Interactive Sdn Bhd, who is registered as a member of WASPA under membership

number 2101. Forest Interactive FZ LLC is not separately registered as a WASPA member.

30. The case made is that Forest Interactive FZ LLC was the entity who operated the service in question, under a contract with DigitaLabs FZ LLC. The appellant alleges that DigitaLabs had advised it that the service would operate under DigitaLabs' own WASPA membership.

31. The panel accepts that the correspondence annexed to the appeal submissions supports the appellant's account of what it was told by DigitaLabs. However, the question is whether that displaces the attribution of liability under the Code. In our view, it does not, for the following reasons:

    31.1 The Code operates against members. The complaints process, the jurisdiction of adjudicators and appeal panels, and the sanctions imposed all run against the WASPA member in whose name and under whose membership number the service is onboarded with WASPA.

    31.2 The service in question was onboarded and operated under membership no. 2101, which is held by Forest Interactive Sdn Bhd. The complaint was correctly lodged against this member.

    31.3 In each of the responses to the initial complaint, which were lodged on 18 March 2026, 26 March 2026, and 8 April 2026, the respondent engaged with the merits of the complaint and at no point suggested that the complaint had been directed at the wrong party. This was first raised as an issue on 21 May 2026, after the matter had already been adjudicated.

    31.4 Whatever commercial arrangement was or was not agreed between Forest Interactive Sdn Bhd, Forest Interactive FZ LLC, and DigitaLabs, and specifically who would operate the service and under whose membership the service would be onboarded with WASPA, are all private contractual matters to be resolved between those parties.

32. The sanctions imposed by the adjudicator are therefore against the registered Member, namely Forest Interactive Sdn Bhd.

33. Nothing prevents the two Forest Interactive entities and DigitaLabs from settling the allocation of the resulting liability among themselves, or from pursuing any indemnity or other relief they may be entitled to under their own commercial arrangements.

Findings on alleged breach of the Code

34. The panel's function in an appeal is set out in clauses 24.61 and 24.63 of the Code. Under clause 24.61, the panel must consider the evidence put before the adjudicator, the adjudicator's decision, and any further information from the parties. Under clause 24.63, the panel decides, on the basis of that evidence and further information, whether a breach of the Code has in fact been made out. Where it has, the panel must then review the sanctions imposed and either maintain them or substitute them for such other sanctions as it considers appropriate.

35. The panel's function under those clauses is not confined to the matters expressly appealed. Even where an appellant only appeals the sanctions imposed and not the adjudicator's decision on the merits, the panel must still consider the matter afresh and must satisfy itself that each finding of breach (on which the adjudicator's sanctions rest) is soundly made.

Findings and sanction for alleged breach of clause 4.2

36. Clause 4.2 requires members to conduct themselves in a fair and professional manner in their dealings with the public, customers, other service providers and WASPA. It is a general provision similar in character to clause 5.4 of the Code.

37. The adjudicator's finding that the Member fell short of the standard of conduct set out in clause 4.2 is not supported by the evidence. The Member responded to the complaint within a day of it being delivered and has co-operated fully with WASPA throughout the complaint process. The Member had already suspended all advertising for the service, it had identified and terminated the offending third party, and had procured that all affected subscribers were unsubscribed and refunded - all before the complaint was adjudicated.

38. To the extent that the subscription acquisition flow was not compliant, that conduct is fully addressed by the findings made by the adjudicator on the other specific clauses dealt with below. Applying clause 4.2 to the same conduct would amount to the imposition of a double penalty against the Member, which is not fair to members and should not be the practice.

39. Even if clause 4.2 could be applied independently of the other, more specific clauses that address the non-compliant acquisition flow, the record does not support a finding that the Member's conduct in its dealings with the affected consumers, or with WASPA, fell below the professional standard that this clause requires.

40. The adjudicator's finding and sanction in respect of the alleged breach of clause 4.2 are accordingly set aside.

Findings and sanction for alleged breach of clause 4.11

41. Clause 4.11 requires a member to take reasonable steps to prevent its systems from being used fraudulently, and it requires compliance with WASPA's published best practices for fraud prevention. The Member's conduct here falls short on both elements.

42. In appeal #62085, the panel set aside a finding of breach of clause 4.11 on facts that were in some respects similar to the present matter. Two features of that matter were decisive. The technical vulnerability was identified in the confirmation page for the service hosted by the mobile network operator, and not in the member's own systems. The member in that case also had a recognised technical anti-fraud solution (Evina's DCBprotect) in place.

43. In the present matter, and on the Member's own version, the only measure it had taken prior to the non-compliance being detected was that it had issued a written instruction to its advertising partners in December 2025, repeated in January 2026, prohibiting non-compliant campaigns and traffic. However, the Member had not deployed any technical fraud prevention measures prior to the incidents reported. The Member also conceded in its final submission to the adjudicator that fraud monitoring tools were still "*to be enabled on our side*". In the appeal submission, it was also admitted by the Member that it had no visibility of, or access to, the in-app subscription triggering mechanism used by MOBV.

44. Clause 4.11 requires *reasonable* steps to be taken by members. This does not mean that all malicious or unlawful activity can be expected to be prevented. But a mere instruction to a partner, with no monitoring, no detection measures, and no visibility into the acquisition flows that the partner deploys, does not meet that standard of care expected in clause 4.11.

45. A member also does not escape responsibility for a breach of clause 4.11 merely because the offending conduct originated with a third party. The key issue is whether the Member had deployed fraud-prevention measures appropriate to the acquisition channel used, which it had not. The vulnerability in this case was in the Member's own system.

46. The adjudicator's finding of a breach of clause 4.11, and the fine of R10,000.00 imposed for that breach, are accordingly maintained.

Findings and sanction for alleged breach of clause 5.5

47. Clause 5.5 prohibits a member from "knowingly" disseminating information that is false or deceptive, or likely to mislead. A finding under clause 5.5 requires evidence that the member was aware of the false or misleading character of the information at the time it was disseminated.

48. The facts before this panel do not support a finding that the Member acted knowingly for the purposes of clause 5.5. The misleading in-app content, which triggered the auto-subscription, was published by MOBV and not by the Member. The Member had, in fact, specifically prohibited this in its instructions to its advertising partners, including MOBV.

49. The record does not otherwise show that the Member disseminated misleading information or that, if it did, it did so knowingly.

50. The adjudicator's finding and sanction for the alleged breach of clause 5.5 are accordingly set aside.

The sanctions for the breach of clauses 12.1 read with 8.9; 15.8B; 15.9; and 15.10 together with 23A.5

51. Having considered the evidence before it, the panel agrees with the adjudicator's findings that the Member breached clauses 12.1 read with 8.9; 15.8B; 15.9; and 15.10 together with 23A.5. The Member acknowledged these breaches of the Code, based on the non-compliant acquisition flow and auto-subscription of consumers to the service.

52. The adjudicator imposed a fine of R10,000.00 for each breach upheld. However, all of these breaches arose from the same instance of non-compliance, an automatic subscription mechanism and a non-compliant subscription acquisition flow.

53. Previous appeal panels have held that the breach of overlapping clauses of the Code should not each attract a separate sanction where the underlying conduct giving rise to the breach is the same. In appeal #62085, this panel consolidated the fines imposed for the breach of the same clauses, which arose from a similar non-compliant acquisition flow, into a single fine.

54. The adjudicator in this complaint recognised the principle when declining to uphold the complaint in respect of clause 5.4. The adjudicator also only imposed one set of fines

notwithstanding that the Complainant's evidence comprised three separate test events. However, the same principle was not carried through in the reasoning on the appropriate sanctions for the breach of clauses 12.1 read with 8.9; 15.8B; 15.9; and 15.10 together with 23A.5.

55. Based on all three tests conducted, the same non-compliant acquisition flow was deployed through the advertising campaigns run by a single traffic partner, even though different applications were used to trigger the flow. There was no other non-compliance identified.

56. The panel therefore finds that the fines imposed for the breach of clauses 12.1 read with 8.9; 15.8B; 15.9; and 15.10 together with 23A.5 should be consolidated into a single fine. The size of that fine is based on the aggravating and mitigating factors found to be relevant, which are dealt with below.

Aggravating factors considered

57. The panel agrees with the adjudicator that the non-compliance was serious. Unauthorised auto-subscription undermines informed consumer consent and exposes consumers to recurring charges without their knowledge or approval.

58. The absence of fraud prevention measures would also be viewed as an aggravating factor. However, this has already been sanctioned separately for the breach of clause 4.11 and is not weighed again as an aggravating factor when determining the size of the consolidated fine for the further breaches upheld.

Mitigating factors considered

59. The Member suspended the service before the complaint was delivered, thereby materially limiting the potential harm to consumers.

60. The offending partner was identified and permanently blocked, and all campaigns relating to the service were paused.

61. All 191 affected users were unsubscribed and, on the Member's version, all subscription fees were refunded to them by 25 March 2026. This still needs to be confirmed by WASPA (see Amendment of Sanctions section below).

62. The Complainant submitted that the Member's remedial steps were reactive and for that reason should not weigh in mitigation. However, as this panel held in appeal #62085, remediation is always reactive since the wrong has already occurred. Instead, what is

considered in mitigation of sanctions is whether the response from the member and remediation was timely, comprehensive and effective. On the evidence in this case, it was and there is no evidence of further consumer harm after the Member took the relevant steps referred to above once the non-compliance had been detected.

63. This was also the first formal complaint made against the Member. The Member has no prior record of any adverse findings made against it.

64. Regarding the appellant’s submission that the scale of the consumer harm was limited, the panel disagrees. It may be that the number of affected consumers represented a small percentage of the total active user base for the same service. But 191 affected consumers is still, in our view, a significant number of people who were affected.

65. The panel also gives limited weight, as a mitigating factor, to the total revenue of R16,191.28 generated by the service.

Amendment of sanctions

66. Weighing up all of these factors and exercising its discretion in terms of clause 24.63 of the Code, the panel amends the fines imposed by the adjudicator as follows:

    66.1 The fines of R10,000.00 each imposed for the breach of clauses 12.1 read with 8.9; 15.8B; 15.9; and 15.10 together with 23A.5 (R40,000.00 in total) are consolidated into a single fine of R20,000.00 for the non-compliant acquisition flow as a whole. The reduced fine remains proportionate to the seriousness of the non-compliance, while recognising that the breach arose from the conduct of one traffic partner and giving due weight to the Member’s timely response and its clean record.

    66.2 The R10,000.00 fines imposed for the breach of clauses 4.2 and 5.5 (R20,000.00 in total) are set aside, based on the panel's findings that no breach of either clause was made out.

67. The R10,000.00 fine imposed for the breach of clause 4.11 is appropriate, and is maintained.

68. The total fine payable by the Member is therefore reduced from R70,000.00 to R30,000.00.

69. Regarding the suspension sanction imposed by the adjudicator:

69.1 on the Member's evidence, which is not disputed, the service has not operated since 16 March 2026, when it was first suspended. On the date of this report that is roughly five months ago, which is materially longer than the three-month suspension period recommended by the adjudicator;

69.2 the panel is satisfied that the purpose for the three-month suspensive has been met and sees no reason why any further period of suspension should be imposed;

69.3 however, before the service can be reactivated the Member must still demonstrate to WASPA, in writing and with supporting evidence, that adequate fraud-prevention measures, aligned with WASPA's published best practices for fraud prevention, are now in place across all acquisition channels relevant to this service. The Member must identify the specific detection and monitoring tooling deployed, the affiliate and traffic-source onboarding and monitoring controls in place, and the visibility the Member has into partner-driven acquisition flows. Reactivation will be at WASPA's discretion on the basis of the information and evidence submitted by the Member in this regard.

70. For the sake of completeness, the directive to the networks not to process subscription requests emanating from the service remains in force until WASPA has approved the reactivation of the service. Once satisfied, WASPA can notify the networks accordingly.

71. Finally, although the Member's aggregator previously confirmed that all affected users had been unsubscribed and refunded their subscription fees, the adjudicator directed the Member to provide WASPA with a formal written report, with supporting evidence, that all affected consumers had been unsubscribed and refunded the subscription fees paid. To the extent it has not already done so, the Member must provide WASPA with this report and supporting evidence within ten days of the date of this report.

Appeal fee

72. The Member’s appeal has been partly successful. The aggregate fine has been reduced and, despite not being part of the appeal, the adjudicator’s findings of breach of clauses 4.2 and 5.5 have been set aside.

73. The other findings of breach and the other sanctions have, in substance, been maintained.

74. In these circumstances, 50% of the appeal fee is to be refunded to the Member and 50% is forfeited.

Date of report: **11 August 2026**