WASPA
WIRELESS APPLICATION SERVICE PROVIDERS' ASSOCIATION

Report of the Adjudicator

Complaint number	**#62570**
Cited WASPA members	**Digital Virgo ZA (Pty) Ltd** **Membership no: 2044**
Source of the complaint	**WASPA Compliance Department**
Complaint short description	**Non compliance of the WASPA Code of Conduct; specifically Targeting subscription services to children**
Date complaint lodged	**2026-08-21**
Date of alleged breach	**2026-08-16, 2026-08-14**
Applicable version of the Code	**17.14**
Clauses of the Code cited	**5.4;** **22.4 read with 22.1**
Related complaints considered	**60824**
Fines imposed	• **Digital Virgo ZA (Pty) Ltd. A fine of R 5 000 for the breach of Clause 5.4, and** • **A fine of R 25 000 for the breach of Clause 22.4 read with 22.1** • **As there are two instances, the fines are imposed per instance, with a total of R 60 000.**
Other sanctions	**n/a**

Is this report notable?	**Not notable**
Summary of notability	**n/a**

1. Overview

1.1. Whilst monitoring, testing services and conducting compliance checks of test results, the WASPA Compliance Department identified a service which does not comply with the requirements as set out in the WASPA Code of Conduct (Code).
1.2. The Member was notified by WASPA via electronic mail on 2026-08-21 advising that a formal complaint, number 62570, has been logged and drawing their attention to a timely response.
1.3. The Member responded on 2026-08-24 acknowledging the breaches and advising their chosen remedy, and reasoning for the occurrence of the breach.
1.4. The Complainant was advised of the response by the Member, but did not log a response in the required time period.
1.5. The Formal Complaint proceeded to adjudication.

2. First WASPA communication - the formal complaint

2.1. WASPA contacted the Member on 21 August 2026, via electronic mail, to advise that complaint #62570 had been filed by WASPA. The Member was advised that WASPA had reviewed the complaint and determined that the formal complaints process should be followed. The Member was advised of the following:

2.1.1. A response time of ten [10] days, and the opportunity to provide relevant information
2.1.2. The opportunity to include any mitigating factors to the adjudicator
2.1.3. The opportunity to include any relevant logs, should the complaint involve interaction with a customer
2.1.4. The opportunity to request an extension of time
2.1.5. An advisement that the response would be provided to the Complainant, who would be given the opportunity to respond. Such response would in turn be provided to the Member, for further response. The complaint and all associated correspondence would then be provided to an adjudicator for review.

2.1.6. The advisement that should the ten working days pass without any response from the Member, that the complaint would be assigned to an independent adjudicator for review without any further submission.
2.1.7. The opportunity to contact WASPA to advise if the complaint was not correctly directed to the Member.
2.1.8. A note that the provision of fraudulent or incorrect information in the response would be a breach of the Code.

2.2. WASPA provided contact details for the response in the communication.
2.3. WASPA further attached the Formal Complaint, laying out the issue and the proofs thereof; separated into two Annexures.

2.4. **Annexure A**:
2.4.1. The communication advised that on or about the 16th August 2026, a test had been conducted on the Vodacom network. A tester had engaged with a Website titled **Baby Phone Mini Mobile Fun – Fun World Games**. Further details identifying the Service as well as screenshots were provided to the Member.
2.4.2. The tester provided the following Service description "*Baby Phone - Mini Mobile Fun is a children's game that will provide hours of fun for your kids. Through a sort of interactive smartphone, children can access different sections and take part in loads of playful activities*." The full description was advised to be found at : https://baby-phone-mini-mobile-fun.en.uptodown.com/android
2.4.3. The communication further unpacked the process of clicking on a Google banner advertisement promoting 'Unlimited Gaming R7/day' displayed at the bottom of the app page.
2.4.4. The Tester advised that this action directed them to the Vodacom Network Hosted Confirmation Page offering a subscription service called 'PlayEasy' charged at R7.00 per day.
2.4.5. Screenshots were provided of this process.
2.4.6. The Tested halted their work at this point, advising the reason as '*there were breaches of the Code during the subscription acquisition flow for the 'PlayEasy' subscription service*'.
2.4.7. The communication further advised : '*In summary, the tester was engaging with a website that was designed for use by children,and when engaging with the content was directed to an advertisement for a subscription service*'.

2.5. Annexure B:
2.5.1. The communication advised that on or about the 14th August 2026, a test had been conducted on the Vodacom network.
2.5.2. A tester had engaged with a mobile application found at the following URL: https://meta2kids.com/g/4kz-clicker-hero

2.5.3. Screenshots were provided to the Member.

2.5.4. The communication advises : '*We include screenshots of the website providing an overview of the content and target audience of the platform. As can clearly be seen, the content is designed for children and the website would be used by a child when engaging with the content'*.

2.5.5. The communication further unpacked the process of clicking on a Google banner advertisement promoting 'Playeasy Subway Surfers' displayed at the top of the page.

2.5.6. The Tester advised that this action directed them to the Vodacom Network Hosted Confirmation Page offering a subscription service called 'PlayEasy' charged at R7.00 per day.

2.5.7. Screenshots were provided of this process.

2.5.8. The Tester halted their work at this point, advising the reason as '*there were breaches of the Code during the subscription acquisition flow for the 'PlayEasy' subscription service*'.

2.5.9. The communication further advised : '*In summary, the tester was engaging with an application that was designed for use by children, where an advertisement was placed for a subscription servic*e.

2.6. **Conclusion**:

2.6.1. The communication advises the Member to '*ensure that the promotional material used to market their subscription services does not intentionally target children*'.

2.6.2. The communication further advises the Member to '*take the necessary precautions to ensure that the promotional material is placed on platforms which are not designed for use by children*'.

2.6.3. The communication advised the Member that certain provisions of the Code had been breached, and quotes the provisions:

2.6.3.1. Clause 5.4. Members must have honest and fair dealings with their customers.

2.6.3.2. Clause 22.1. A "child" refers to a natural person under 18 years of age.

• Read with clause 22.4

2.6.3.3. Clause 22.4. Subscription services must not be intentionally targeted at children.

2.6.4. The Member was admonished to take immediate remedial action to ensure that the service complies with the requirements as set out in the WASPA Code of Conduct.

2.7. Further proofs were attached as Annexures A and B, supporting the written summaries of Annexure A and b respectively.

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3. The Member's Response

The Member responded on 24 August 2026 with the following:

3.1. The Member advised: '*Immediate remedial actions have been taken to ensure that the service complies with the requirements by excluding these 2 placements*'.

3.2. The Member inserted two screenshots, not identified by url, showing 'placement exclusion lists' and referencing the urls for Babyphone and Meta2kids. These are interpreted to be screenshots of the Google Ad Manager, showing that these Services are hereby excluded from advertising practices.

3.3. The Member further advised: '*We ensure that we do not intentionally target children and we took all the precautions to ensure that promotional material is not displayed on them by excluding all the placement categories related to children. However, some placements are not well categorized by google. As a results some ads could be displayed on them*'.

3.4. They further advise that : '*Please note that, based on the screenshot from Uptodown in the complaint, I couldn't find the exact same app on the Play Store or in our placement report*'.

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4. Sections of the Code considered

4.1. Clause 5.4.

Members must have honest and fair dealings with their customers.

4.2. Clause 22.1.

A "**child**" refers to a natural person under 18 years of age.

4.3. Clause 22.4.

Subscription services must not be intentionally targeted at children.

4.4. Clause 24.34:

'If the adjudicator determines that there has been a breach of the Code, then the adjudicator must determine appropriate sanctions. In determining any appropriate sanctions, the adjudicator must take into consideration:

4.4.1. *any previous successful complaints made against the respondent in the past three years;*

4.4.2. *any previous successful complaints of a similar nature;*

4.4.3. *the nature and severity of the breach;*
4.4.4. *the loss suffered by the complainant;*
4.4.5. *any efforts made by the respondent to resolve the matter; and*
4.4.6. *any other factors that the adjudicator considers material.*

4.5. Clause 24.43

Sanctions that may be imposed on a member found to be in breach of the Code of Conduct include one or more of the following:

4.5.1. a requirement for the member to remedy the breach (including ordering a refund);
4.5.2. a formal reprimand;
4.5.3. an appropriate fine on the member, to be collected by WASPA;
4.5.4. suspension of the member from WASPA for a defined period;
4.5.5. expulsion of the member from WASPA;
4.5.6. a requirement for the member to disclose the identity of any client found to be acting in breach of this Code of Conduct;
4.5.7. a requirement for the member to suspend or terminate the services of any client that provides a service in contravention of this Code of Conduct;
4.5.8. a requirement to withhold a specified amount or portion of money payable by the member to the client.

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5. Decision

5.1. There are two instances put forward in which it is suggested that the Member has breached the code, which are substantively similar. The fact that one Service concerned a Website and the other a Mobile application is not relevant.
5.2. The Member responded in summary to the WASPA communication, treating the breaches as similar, and did not take the opportunity to separate the facts of the instances or point out any dissimilarities.
5.3. The instances are therefore treated as similar.
5.4. The Member did not dispute the facts presented, thereby acknowledging that these Services do belong to the Member and that the Complaint is correctly directed to the Member.
5.5. The Member acknowledged the breach in the communication returned to WASPA, as well as acknowledging their awareness of the WASPA Code provisions in their statement on 21 August 2026: '*We ensure that we do not intentionally target children and we took all the precautions to ensure that promotional material is not displayed on them by excluding all the placement categories related to children. However, some placements are not well categorized by google. As a results some ads could be displayed on them*'.
5.6. In this statement, the Member is confirming:

5.6.1. That the named Services do target children, and
5.6.2. their awareness that the WASPA code expressly prohibits the targeting of subscription services to children
5.6.3. That the Complaint has arisen from their incorrect placement of subscription service advertising, within a child-targeted Service - the effort made to assign this error to Google is not persuasive in this instance. It is the Members responsibility to maintain its own advertising practices correctly.

5.7. The facts provide us with evidence that:
5.7.1. The named Services do indeed target children.
5.7.2. Subscription services were advertised within their Services pages, with the effect that they reached and would have been viewed by children using those Services.
5.7.3. This is a deceptive practice, and can be considered not to be honest and fair dealings with customers;
5.7.4. and specifically would mislead a child engaging with these pages.

5.8. Thus a breach has occurred of sections 5.4; 22.1 and 22.4 [read together] for each of the Services.

5.9. The complaint is therefore upheld in both instances.

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6. Sanctions

6.1. As per Code clause 24.34, the following have been taken into account in consideration of the appropriate sanction:
6.1.1. any previous successful complaints made against the respondent in the past three years;
6.1.2. any previous successful complaints of a similar nature;
6.1.3. the nature and severity of the breach;
6.1.4. the loss suffered by the complainant;
6.1.5. any efforts made by the respondent to resolve the matter; and
6.1.6. any other factors that the adjudicator considers material.

6.2. Mitigating Factors - efforts made for resolution
6.2.1. The Member did indeed respond quickly, within three days in fact ,and make a concerted effort to ‘immediately’ rectify the situation. The Member was informed and aware of the content of the Code.
6.2.2. However, it must be noted in this section, that the actions taken seem to be actions that could have been taken in advance of the situational occurrence. We know that the Member was aware of the Google ‘issue’, via the previous complaint. It is reasonable to consider that the action taken in this instance, could have been taken prior to the advertising materials going live, to ensure that the public was protected and the WASPA Code respected.

6.3. Aggravating Factors - previous complaints

6.3.1. It must be considered that there exists a previous adjudicated breach by the Member, dated 2024-10-03. The complaint and response by the Member are substantively similar. The short description reads : Misleading advertising, Advertising targeting children. As the Complaint proceeds under the same clauses of the Code, we can conclude that this is a repeat breach. This is greatly concerning as this breach concerns honest dealings with the public, and further, dealings with children. The previous fines imposed are noted for advisement in the current instances.

6.3.2. There are also two instances of the breach within this Complaint, for two separate Services, which inflates the concern in these instances.

6.3.3. It is our considered responsibility to take the highest level of care when dealing with children, to ensure that their vulnerabilities are not exploited.

6.3.4. It is not unreasonable to expect that the Member could have predicted this outcome - they had a previous complaint, they were well acquainted with the workings of the Google Ad Manager, and they were already aware of the remedy eventually imposed. The remedy was added to Google Ad Manager with an instant result, there was no preparatory action required and little effort. Thus, it does not seem that they had taken the highest level of care to ensure that no subscription services were advertised to children, and by extension, to ensure fair and honest dealings with the customer.

6.3.5. The Code advises that the following may be included in the Sanctions at clause 24.43.

6.3.6. a requirement for the member to remedy the breach (including ordering a refund)

6.3.7. a formal reprimand;

6.3.8. an appropriate fine on the member, to be collected by WASPA;

6.3.9. suspension of the member from WASPA for a defined period;

6.3.10. expulsion of the member from WASPA;

6.3.11. a requirement for the member to disclose the identity of any client found to be acting in breach of this Code of Conduct;

6.3.12. a requirement for the member to suspend or terminate the services of any client that provides a service in contravention of this Code of Conduct;

6.3.13. a requirement to withhold a specified amount or portion of money payable by the member to the client.

6.4. Thus, the following sanctions are imposed:

6.4.1. A fine of R 5 000 for the breach of Clause 5.4

6.4.2. A fine of R 25 000 for the breach of Clause 22.4 read with 22.1

6.4.3. As there are two instances, the fines are imposed per instance.

Matters referred back to WASPA

None