



Report of the Adjudicator

Complaint number	#62574
Cited WASPA members	Mobistar Limited (Mobistar) Membership no: 1882
Notifiable WASPA members	n/a
Source of the complaint	WASPA Compliance Department
Complaint short description	Subscription service charged for but not accessible. Customer redirected to a second subscription service after confirming the first.
Date complaint lodged	2026-08-19
Date of alleged breach	2026-07-24
Applicable version of the Code	v17.14
Clauses of the Code cited	5.1; 5.4; 5.6A; 15.9A
Related complaints considered	n/a
Fines imposed	Member fined the following amounts: R5 000 for breach of clause 5.1; R5 000 for breach of clause 5.6A; and R5 000 for breach of clause 15.9A.

Other sanctions	Refund of customers who subscribed to JockerMedia on the MTN network between 24 July 2026 and 14 August 2026, with a report to WASPA. JockerMedia subscription flow not to be reactivated until WASPA has been given written confirmation that the subscription flow and access to the service has been corrected.
Is this report notable?	No
Summary of notability	n/a

Initial complaint

1. Whilst monitoring and testing services for compliance with the WASPA Code of Conduct (“Code”), the WASPA Compliance Department (“Complainant”) identified a service which it alleges does not comply with the Code’s requirements, and it lodged this complaint against the Member on 19 August 2026.
2. The Complainant’s tester conducted a manual test on the MTN network on 24 July 2026 and provided an outline of the test results, together with screenshots and a screen recording of the entire test. Before starting the test, the tester confirmed that the test device had an airtime balance of R48.56 and no active subscription services.
3. The tester was taken to a landing page for a subscription service called JockerMedia, charged at R7.00 per day, which the terms and conditions describe as offering subscribers access to content such as applications, images, videos and wallpapers. The tester subscribed through the MTN network hosted confirmation pages for “JockerMedia from Mobistar” and was shown a page confirming that the subscription was successful.
4. When the tester clicked “Continue”, they were not taken to the JockerMedia service. Instead, they were redirected to a landing page for a different subscription service called “Social Play (Daily Entertainment Pass)”, which was also charged at R7.00 per day. Another “Subscribe” button was displayed on this landing page.
5. The tester then received a welcome message for JockerMedia containing a “Visit now” link. An amount of R7.00 was also deducted from their airtime balance. The tester clicked on the link provided in the welcome message but it again did not lead to the JockerMedia

service and directed the tester to the Social Play landing page. The tester then clicked “Subscribe” on that page, confirmed on the MTN confirmation page for “SocialPlay from Mobistar”, and was subscribed to Social Play. A further R7.00 was deducted from their airtime balance.

6. A new welcome message was received with a link. The tester clicked on the link and was able to access Social Play. The tester then made further attempts to access the JockerMedia link, but each time they were directed to the Social Play landing page.
7. After unsubscribing from Social Play, the tester tried the JockerMedia link once more. This time they were first redirected to the Social Play landing page, then immediately redirected to another page that displayed the words “FRAUD DETECTED”, and finally to the Google home page.
8. The tester then unsubscribed from the JockerMedia service.
9. The Complainant alleges that the Member has breached the provisions of clauses 5.1, 5.4, 5.6A and 15.9A of the Code, and asks that the Member be required to bring the service into compliance.

Member’s response

10. The Member responded to the complaint on 27 August 2026. The Member did not dispute the test or its results, and apologised that the tested customer journey did not meet the expected compliance standard.
11. The Member stated that, after the first complaint relating to the service was brought to its attention, it identified the publisher responsible for the non-compliant flow and stopped it immediately. The Member stated further that it was reviewing the flow and its processes against the clauses cited, and that it would not allow the flow or the publisher to continue until any necessary corrections had been made.
12. The Member provided screenshots of the correct subscription flow for the JockerMedia service and of a successful access path to content published on the jockermedia.com website. It also included a screenshot of an email, dated 14 August 2026, with the sender and recipient details redacted, which stated that “all traffic and promotion related to the non-compliant material has been stopped and disabled”. The Member appears to be relying on this screenshot as evidence that the publisher was suspended.

Complainant's further submissions

13. The Complainant noted the suspension of the publisher, but submitted that the Code places a positive obligation on members to ensure compliance proactively. The tester was subscribed, charged and unable to access JockerMedia, which is a breach of the Code irrespective of any later remedial action.
14. The Complainant clarified that WASPA had raised no complaint about these issues before conducting the test, and submitted that action taken against a publisher may be a mitigating factor, but the Member remains responsible for ensuring that any supplier or affiliate markets its services in a manner consistent with the Code.

Member's further submissions

15. The Member accepted that WASPA had raised no prior complaint and explained that its reference to a "first complaint" was to an internal complaint. It accepted that responsibility for compliance remains with the Member and cannot be transferred to a publisher. It stated that it was not relying on the publisher as a defence and accepted that later remedial action does not retrospectively cure the non-compliance identified during the test.
16. The Member asked that the following be taken into account as mitigating factors:
 - 16.1 that the publisher had been suspended and the flow taken out of operation before the formal complaint was received on 21 August 2026;
 - 16.2 that corrective measures had been initiated;
 - 16.3 that it had cooperated throughout;
 - 16.4 the time that elapsed between the test and the formal complaint; and
 - 16.5 that there was no intention to mislead customers, or to charge for a service while preventing access to it, or to induce additional subscriptions.

Sections of the Code considered

17. Clauses 5.1, 5.4, 5.6A and 15.9A of the Code were cited in the formal complaint and considered. They read as follows:

5.1. Members must not offer or promise or charge for services that they are unable to provide.

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

5.6A. Members must ensure that customers have ready access to information on how to access and use services.

15.9A. Once a customer confirms a subscription to a specific service on a confirmation page, the customer must be provided with information about that service before information about any other services is presented. The customer must not be provided with information about other services in such a way that is likely to mislead the customer into subscribing to additional services.

18. Clauses 3.6 and 3.7 of the Code, which deal with a member's responsibility for services provided or marketed by third parties who are not WASPA members, were also considered.

19. No other relevant clauses were assigned by WASPA.

Decision

20. The Member has not disputed the Complainant's account of the test or its findings, and has acknowledged that the tested customer journey did not comply with the requirements of the Code. I have reviewed the outline of the test, the screenshots and the screen recording, which are consistent with one another, and I accept the Complainant's account.

21. The facts on which my findings rest are the following:

21.1 after confirming the JockerMedia subscription and clicking "Continue", the tester was redirected to the landing page for Social Play, a second paid subscription service, and not to JockerMedia or to any information about it;

- 21.2 the only information given to the tester on how to access JockerMedia was the “Visit now” link in the welcome message, and each time the tester used that link it led to the Social Play landing page;
 - 21.3 after the tester subscribed to Social Play, the Social Play page displayed an advert inviting the tester to “add JockerMedia to your plan now and enjoy exclusive Content!”, with an “ADD NOW” button and the words “Subscription R7/day”, although the tester was already subscribed to and had been charged for JockerMedia;
 - 21.4 the tester was charged R7.00 for JockerMedia and R7.00 for Social Play, and never gained access to any JockerMedia content; and
 - 21.5 Social Play is also the Member’s service (its MTN confirmation page reads “SocialPlay from Mobistar” and the terms and conditions for this service identify it as the provider).
- 22. The Member’s screenshots showing successful access to content for JockerMedia are undated and were taken on a different device. They show that a working pathway exists, but not the position as at 24 July 2026.
 - 23. I accept that the email of 14 August 2026 records that traffic to the service was stopped before the Member received the formal complaint, but otherwise give it limited weight, as it does not identify the parties or the material concerned.
 - 24. The Member attributes the non-compliance to a publisher. But it has not explained how a publisher came to control where the link in the welcome message led, or why a paying JockerMedia customer was redirected to the Social Play subscription page, both of which form part of the delivery of the service after subscription rather than its promotion.
 - 25. In any event, the Member has correctly accepted that it is responsible for the conduct of any third party that provides or markets its services, and in terms of clause 3.7 of the Code, it is liable for any breach resulting from those services.
 - 26. With regard to the specific clauses of the Code that the Complainant alleges have been breached, and after carefully reviewing the complaint and supporting evidence, I have made the following findings.

Alleged breach of clause 5.1

27. In determining whether there has been a breach of clause 5.1, two questions need to be answered: first, what service was offered or promised by the Member, and second, whether the Member was able to provide that service.
28. The service offered was JockerMedia, a content subscription service charged at R7.00 per day. After being billed for this service, the tester was unable to access the service at any point despite multiple attempts.
29. The Member has not provided sufficient evidence to prove that the service was accessible on 24 July 2026 via the link provided in the welcome message or otherwise.
30. I am satisfied that the Member charged for a service that it was unable to provide at the time, which is in breach of clause 5.1 of the Code. The complaint is accordingly upheld in this regard.

Alleged breach of clause 5.4

31. Clause 5.4 requires members to have honest and fair dealings with their customers. It sets a general standard for how members are to deal with their customers, and reflects the aim stated in clause 1.2 of the Code that members operate according to ethical and reasonable business practices. The clause contains two requirements, honesty and fairness, and a member that fails either of them is in breach of the clause.
32. Whether the Member dealt honestly with the customer, in this case the Complainant's tester, depends largely on what the Member knew and intended. The Member denies any intention to mislead its customers, and the evidence does not show that the Member knew that its service could not be accessed properly when the test was conducted. I therefore make no finding that the Member dealt dishonestly with its customers.
33. Whether a dealing is fair is judged objectively by how the member treats the customer, and does not depend on the member's knowledge or intention. The assessment is made from the point of view of an ordinary customer, and a member should assume a low level of technical knowledge on the part of that customer.
34. Judged on that basis, the Member did not deal fairly with the customer in this instance. The tester had subscribed and paid for the JockerMedia service. Every attempt to reach the service, whether by clicking "Continue" after confirming the subscription or by using the only access link provided in the welcome message, took the tester to the subscription

page for a second paid service offered by the Member. An ordinary customer trying to reach content that they have already paid for could reasonably believe that clicking "Subscribe" on that page was the way to do so, which is what the tester did. The tester was then charged for a second service. After that, the tester was invited to "add" JockerMedia, a service that they already held and were already paying for.

35. This conduct goes beyond the failure to provide the service, which is addressed under clause 5.1. The unfairness lies in the fact that the customer's attempts to use a paid service were turned into an opportunity to sell them another one. A separate finding under clause 5.4 is therefore warranted.
36. I am satisfied that there has been a breach of clause 5.4 of the Code for which the Member is responsible, and the complaint is accordingly upheld in this regard.
37. As this breach arises from or relates to the same issue and customer journey, the breach of clause 5.1 and the breach of clause 5.4 are dealt with together for the purpose of sanctions.

Alleged breach of clause 5.6A

38. Clause 5.6A requires a member to ensure that a customer is able to find the service and, once found, knows how to use it. This obligation is separate from the obligation in clause 5.1, i.e. ability to provide the service.
39. The only access information provided to the tester was the link in the welcome message, which led to Social Play. Neither the landing page, the terms and conditions, the confirmation pages nor the welcome message told the customer of any other way to reach the content, such as the website address and login process shown in the Member's own screenshots. The customer was left with no means of finding out how to reach the service they had paid for. Where a member relies on a single link to give access to its service, it must ensure that the link works.
40. I am satisfied that there has been a breach of clause 5.6A of the Code for which the Member is responsible, and the complaint is accordingly upheld in this regard.

Alleged breach of clause 15.9A

41. Clause 15.9A contains two requirements. Once a customer confirms a subscription, the customer must be given information about that service before information about any other

service is presented; and information about other services must not be presented in a way that is likely to mislead the customer into subscribing to additional services.

42. The purpose of the clause is to oblige members to direct customers to the service they have just subscribed to.
43. In this complaint, the first requirement was not met. The page presented immediately after the MTN confirmation page was the landing page for Social Play, and no information about JockerMedia was presented in the Member's flow at all.
44. The second requirement was also not met. The Social Play landing page was not presented as an advert that the customer could recognise and dismiss. It was presented as the next step in the journey, at the point where the customer would expect to arrive at the service just purchased, but instead they were presented with a prominent "Subscribe" button and the same price.
45. A customer who assumed that this was the way to reach the content already paid for would subscribe to a second service, which is what happened during the test.
46. The "ADD NOW" advert for JockerMedia, displayed after the Social Play subscription, repeats the pattern of advertising another service after the customer has confirmed a subscription.
47. I am satisfied that there has been a breach of clause 15.9A of the Code for which the Member is responsible, and the complaint is accordingly upheld in this regard.

Sanctions

48. When determining the appropriate sanctions, the factors listed in clause 24.34 of the Code must be taken into consideration, namely previous successful complaints against the Member, the nature and severity of the breach, the loss suffered, and any efforts made by the Member to resolve the matter.
49. In terms of clause 3.7, any reasonable steps that the Member demonstrates it took to ensure that a third party marketed its services in compliance with the Code must also be considered as a mitigating factor.
50. No previous complaints have been lodged or upheld against the Member. The Member responded promptly, apologised, did not contest the facts and accepted responsibility

rather than seeking to shift it to the publisher. Its evidence shows that traffic to the service was stopped on 14 August 2026, before it received the formal complaint. I am also satisfied that the Member has made an effort to resolve the matter. These are all taken into account as mitigating factors.

51. However, where a customer is charged for a service that they did not receive and are, instead, directed to a second paid subscription service, this must be treated as a serious breach of the Code. This type of breach goes against the core consumer protection that the Code aims to provide and poses a potential risk of harm to customers.
52. The service was live on the MTN network and, on the Member's own evidence, remained in operation until at least 14 August 2026. The tester was billed for and lost R14.00. Taken in isolation, this loss may be regarded as minor, but the loss to other customers is unknown at this stage since it has not been established how many other customers subscribed through this particular subscription flow. The Member did not provide the logs requested in the formal complaint notice and has not indicated whether other customers were affected or not.
53. These are all taken into account as aggravating factors.
54. The Member also did not identify the publisher or explain the cause of the failure. It has also not demonstrated what steps it took to ensure that the publisher marketed its services in a manner consistent with the Code. I am therefore not satisfied that the mitigation contemplated by clause 3.7 applies.
55. In light of all of these factors, the following fines are imposed on the Member:
 - 55.1 R5 000 for the breach of clause 5.1 of the Code;
 - 55.2 R5 000 for the breach of clause 5.6A of the Code; and
 - 55.3 R5 000 for the breach of clause 15.9A of the Code.
56. For the breach of clause 5.4, I am satisfied that the sanctions for the breach of the other clauses in the Code are sufficient and that the Member should not be sanctioned separately for a breach that is essentially related to the same sanctioned conduct.
57. The fines imposed are payable by the Member to WASPA within 5 (five) working days of receipt of WASPA's invoice, in accordance with clause 24.41 of the Code.
58. In addition, the Member is ordered to:

- 58.1 within 10 (ten) working days of receiving this report, provide WASPA with a report stating the number of customers who subscribed to JockerMedia on the MTN network between 24 July 2026 and 14 August 2026 (both dates inclusive), and the total charges billed to them; or alternatively, sufficient evidence that no other customers were subscribed during this period on the MTN network;
- 58.2 refund, in full, every customer who subscribed to the JockerMedia subscription service on the MTN network between 24 July 2026 and 14 August 2026 (both dates inclusive), and provide sufficient evidence of the refunds paid; and
- 58.3 not reactivate the JockerMedia subscription flow that was the subject of this complaint until it has confirmed to WASPA in writing that:
 - 58.3.1 once a customer confirms the subscription, the customer is taken directly to the JockerMedia service;
 - 58.3.2 information on how to use the service is provided to subscribers upon subscription;
 - 58.3.3 the link in the welcome message is working and directs the subscriber to the JockerMedia service; and
 - 58.3.4 no information about any other service is presented to the customer before they have been able to access the subscription service they have subscribed to and have been billed for.
- 59. The Member must provide WASPA with written confirmation of compliance with the sanctions set out in paragraphs 55 to 58 above within 10 (ten) working days of receiving this report, as required by clause 24.41 of the Code.
- 60. In terms of clause 24.37 of the Code, the Member may appeal this decision within 10 (ten) working days of the release of this report.