



## REPORT OF THE ADJUDICATOR

<b>WASPA Member</b>	Mobimex
<b>Service Provider (SP)</b>	Opera Telecom
<b>Service Type</b>	Subscription service
<b>Source of Complaints</b>	WASPA Media Monitor
<b>Complaint Number</b>	8148
<b>Date lodged</b>	23 November 2009
<b>Code of Conduct version</b>	8.0

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### Complaint

This complaint was lodged by the WASPA Media Monitor after she had investigated – pursuant to receipt of a number of complaints - a subscription service provided by Mobimex which offered 'free' content and allegedly employed an automatic subscription method. A document setting out the testing procedure employed is annexed to this Adjudication.

It is important to note that the complaint is closely linked to two other complaints received on 24 and 25 November 2009 respectively. [Complaint 8167](#) is a competitor complaint relating to the same service as that investigated by the Monitor in this complaint. [Complaint 8180](#) is a complaint relating to unsolicited adult SMSs lodged by the Monitor pursuant to receipt by WASPA of letter of complaint from the South African Film & Publications Board.

Both Mobimex and Opera Telecom, which acted as the aggregator in respect of the service, were notified of the complaint on 24 November 2009. A formal SP Notice was sent to Opera Telecom ("the SP"), informing it of the complaint, and WASPA received confirmation on the same day that the SP had suspended billing for the service complained about.

Mobimex responded on 25 November as follows:

"After a review of the complaint report we found out that our service has been accessed in a wrong way. Therefore the WAP site behavior witnessed by the complainant is not relevant to the actual service being marketed and offered to our end users. We are

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gathering all the information in details and it will be delivered to WASPA within the required time frame.”

The WASPA Secretariat notified Mobimex on 27 November of the convening of a WASPA Emergency Panel to hear the matter together with a further complaint received (#8180). Mobimex filed the following response on the same date:

“”#8148

The investigation on our end shows that a marketing message was sent to the mobile number +278327403xx on 20-Nov-2009. This marketing message includes a link to our WAP service, which is especially encoded for that number +278327403xx. Till date we don't have complaints from it, neither direct nor from WASPA.

“On 23-Nov-2009 adjudicator using mobile number 277158477xx decided to test our service by using the dedicated link sent to +278327403xx. The system could not properly decode the improper request, because it is coming from a different mobile number and presented a completely different page, which is actually not marketed at all. All the subsequent steps taken by the adjudicator are completely out of order since he is working on a WAP site, which is not in use.

If we were advised that a service evaluation is to be performed, then we would provide the adjudicator with the proper link for testing from his mobile or provide the generic service link. We have prepared the proper link to be used from number 277158477xx, and can be sent via SMS to the adjudicator for test purposes. The generic URL to the service advertised to 278327403xx is <http://5ja.in/?dst=652517> . The URL has to be used from a mobile phone, otherwise the service will not be available.

Please, note that temporarily this service has been suspended for all existing members and not marketed from our side until the case is resolved.”

The WASPA Emergency Panel considered the matter on 3 December 2009, and made the following ruling, which was sent to Mobimex on the same date:

“Complaints 8148/8180: Mobimex

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Both complaint 8148 and 8180 relate to services offered by Mobimex (the SP) and were lodged by the WASPA Media Monitor. Complaint 8148 deals with subscription and content services, while the thrust of complaint 8180 is the unsolicited marketing of adult content services to minors.

After reviewing the information provided in complaint 8148, the emergency panel concluded that there were clear breaches of clauses 6.2.3, 6.5.1, 8.1.3, 11.1.1, 11.1.2, 11.1.5, 11.1.8 and 11.5.1 of the WASPA Code of Conduct and prima facie evidence of breaches of clauses 3.3.1, 4.1.1 and 4.1.2. In addition there is a clear breach of clause 11.2.1 of the Advertising Rules.

After reviewing the letter provided by the Film and Publications Board as part of complaint 8180, and the SP's response thereto, the panel agreed with the SP that there is a lack of sufficiently detailed evidence to support a claim of unsolicited communications in this specific instance.

The panel found, however, that the contents of complaint 8180, when read together with 8148, provided an indication that the SP is in breach of section 8.1.3 of the Code. The two complaints give a clear indication of a problem with the SP's adult and/or adult content services.

The panel found that there were a number of fatal breaches of the WASPA Code of Conduct in respect of complaint 8148. These breaches fall into two main categories:

- (i) Irregularities with the SP's subscription service methodology
- (ii) Irregularities with the SP's adult and/or adult content services (which is amplified by the unsubstantiated allegations in complaint 8180, in respect of which no finding is made)

The emergency panel therefore orders that:

1. Mobimex must immediately suspend all subscription services offered in South Africa.
2. Mobimex must immediately suspend all adult and adult content services offered in South Africa.
3. WASPA members whose facilities are being used by Mobimex to provide any of the above services must ensure that those services are suspended.
4. A copy of this emergency panel notice must be circulated to all WASPA members.
5. Recognizing the number of consumer complaints lodged against Mobimex for these and other services, the emergency panel requests that any new complaints lodged with WASPA regarding services offered by Mobimex should be immediately referred to an emergency panel for review.

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6. The above orders apply pending the outcome of the formal complaint adjudication process for complaints 8148 and 8180.”

A further response was received from Mobimex on 7 December 2009, which read as follows:

“The investigation on our end shows that a marketing message was sent to mobile number +278327403xx on 20-Nov-2009. This marketing message includes a link to our WAP service, which is especially encoded for that number +278327403xx. Till date we don't have complaints from it, neither direct nor from WASPA.

On 23-Nov-2009 adjudicator using mobile number +277158477xx did test the service by using the dedicated link sent to +278327403xx. The system could not decode the improper request, because it is coming from a different mobile number. Therefore the system presented a completely different page, which is not being marketed at all. All the subsequent steps taken by the adjudicator are performed on a site that has never been marketed to end users, because it is not in use.

Note that the URL link in the marketing message is especially encoded for the mobile number who receives it and cannot be used from another number. This is done to ensure that only users who has requested or agreed to receive marketing communications will be able to properly use services being advertised.

If we were aware that a service evaluation is to be performed, then we would provide the adjudicator with the proper link for his mobile or provide the generic service link. The same service can be also accessed using the following link <http://5ja.in/?dst=652517> . The URL has to be used from a mobile phone, otherwise the service will not be available.

Please, note this service has been suspended according to WASPA recommendation and currently no billing messages will be sent to users.

Conclusion:

The emergency panel did review a complaint based on non-operational site and service, which was never marketed to any mobile number, incl. 278327403xx and 277158477xx. We are willing to support WASPA in any aspect regarding this complaint and therefore provide here the proper service URL to be considered: <http://5ja.in/?dst=652517>

Regarding also complaint 8180 and considering the fact the emergency panel agrees there are no evidences to support a claim of unsolicited communications, we would like to ask WASPA to lift the orders for suspending our subscription and adult services.

We remain open for service evaluation requests and will support WASPA and the SP in all their efforts to resolve the current complaints in prompt and fair manner.

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**Sections of the Code considered**

The various sections of the Code of Conduct and Advertising Rules considered are as listed in the Emergency Panel Report set out above and as reproduced in the Monitor's Testing Report annexed to this Adjudication.

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**Decision**

1. No finding is made against the SP in this matter.
2. The essence of the defence raised by the WASPA member is that its service was improperly tested in that the specific URL from which the service was to be accessed was linked to a specific MSISDN. Since the Monitor had used a different MSISDN in testing the service the service had not operated as it should and the findings of the Monitor should be discounted.
3. There are at least two problems with this argument.
  - 3.1. Screenshots submitted in respect of Complaint 8167 indicate that the service was operational even when tested with a "non-linked" MSISDN.
  - 3.2. The Monitor's testing procedure involved an initial visit to a WAP landing page based on the URL received (which was the URL sent to the complainant in Complaint 8167). The balance of the testing procedure flows from SMSing FREEVIDS to 31975. It is of course open to anyone to do this and there is no question of linking the service received to the MSISDN as argued by the WASPA member.
4. The defence raised by the member is rejected for the reasons set out above and with the consequences laid out below.
5. The Adjudicator notes that the Emergency Panel also rejected this defence in reaching its conclusions and confirms this finding.
6. In relying on the defence advanced, the member has not made any attempt to address allegations relating to specific breaches of the Code of Conduct and Advertising Rules. The version of the Monitor stands uncontroverted.
7. The Adjudicator has reviewed the instances of non-compliance raised by the Monitor and as set out by the Emergency Panel and makes the following findings:

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- 7.1. The findings of clear breaches of sections 6.2.3, 6.5.1, 8.1.3, 11.1.1, 11.1.2, 11.1.5, 11.1.8 and 11.5.1 of the Code and section 11.2.1 of the Advertising Rules are confirmed.
- 7.2. In the view of the Adjudicator the nature of these breaches is such that the member cannot be said to have observed the standards of conduct set out in sections 3.3.1, 4.1.1 and 4.1.2 of the Code of Conduct. The *prima facie* findings of non-compliance with these sections made by the Emergency Panel are accordingly confirmed.

### Sanction

8. The suspension of its services by the SP and then the order of the Emergency Panel prompted a senior representative of the member to fly to South Africa in order to meet with the Media Monitor. Correspondence sent to the Monitor pursuant to this engagement indicated that:
- 8.1. The member wished to continue doing business in South Africa and was committed to doing so within the framework of the WASPA Code of Conduct and Advertising Rules.
- 8.2. A technical problem with their platform had allowed business partners to edit the agreed terms and conditions of WAP portals situated on the platform. This has been addressed.
- 8.3. The member acknowledged that it had communicated poorly with partners and with WASPA and that it had not provided sufficient information and detail about its services. As a result the employment of the marketing and platform director (responsible for interaction with WASPA) had been terminated.
- 8.4. The member acknowledged that it had experienced difficulties as a result of using three separate WASP platforms in South Africa, indicating that that they had done so as a result of commercial pressure from clients. The member was now using the services of only one platform provider in South Africa
- 8.5. The member noted that, prior to the suspension of their services in December, they had had more than 2 million customers in South Africa with over forty business partners, which should indicate their legitimacy.
9. The above was further set out in a letter addressed to the Adjudicator, which is assumed to have been submitted for consideration in mitigation of sanction.

"Dear Adjudicator,

I would like to send more information regarding the situation we have at the moment and the problems we have got. Two months before our business was stopped in South Africa we started new company called FTC Media from UK to use our platform. At the end of November and begging of December we got complains from mobile phones coming from

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the company mentioned above. At this time our marketing director Emil Gxxxxxx contacted FTC the above mentioned company to provide information about the origin of their members. They provided directly to WASPA such information. However after our business was stopped I started internal investigation at Mobimex to find out why our reputation was damaged and the reasons for this problem. I had personal meetings with our partners in South Africa and find out the following: Because of bad communication from our side and not sending correct information Emil Gxxxxxx, who was our marketing director at that time put Mobimex in trouble. Along with this we had “bug” in our platform allowing our business partners to change once agreed Terms and Conditions of the WAP portals and the SMS messages. If our partners want to start new WAP portal, we check their T&C and SMS messages then we show the WAP portal to our aggregator and so we are completely sure that it is up to date with the code of conduct. However due to this “bug” in the platform it was possible our business partners to change the T&C without informing us. Emil Gxxxxxx was aware of this problem and didn’t inform our development team to fix it.

As a result we took this problem very serious and on 5<sup>th</sup> of December we fixed our platform, so that none of our partners to be able to change once agreed T&C and SMS messages on the WAP portal. If they want such change we have to check it and then our aggregator. I fired Emil Gxxxxxx immediately, because if he was taking his job seriously and at a professional level by providing the correct information this problem will never happen. In the same time we stop working with the company FTC Media and they are no longer partner from Mobimex.

I hope this information will be helpful and give us a chance to repair the image of our company.”

10. The Adjudicator has examined the record of the member in respect of complaints for which the decision of the Adjudicator was published prior to 23 November 2009, the date on which the complaint which launched this matter was lodged. All of the matters listed below are currently awaiting the finalisation of appeals lodged against the adjudications delivered.
  - 10.1. In [Complaint 5816](#), published on 17 July 2009, the member was found to have breached sections 4.2, 5.2 and 11.1 of version 6.2 of the Code in a matter relating to a “free music download link”. The member was fined R40 000 and ordered to affect a refund.
  - 10.2. In [Complaint 5602](#), also published on 17 July 2009 and of a similar nature to Complaint 5816, the member was fined R5 000 per breach of clauses 4.2, 5.2 and 11.1 of version 6.2 of the Code and ordered to affect a refund. The member was also directed to amend its commercial communications by SMS so as to ensure

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compliance with section 11 of the Code and was required to confirm this in writing with WASPA no later than thirty days after the publication of that adjudication.

- 10.3. In [Complaint 5954](#) the member was found to be in breach of clauses 3.1.1, 3.3.1, 4.1.1, 4.1.5, 4.1.7, 5.1.1, 5.1.5, 6.2.11, 8.1.3, 11.1.2, 11.1.4 and 11.2.4 of version 6.2 of the Code. The following sanction was imposed:

“49. As a result of the large number of clauses of the various codes of conduct that have been breached it is not considered to be appropriate to refer to the breaching of each clause in order to arrive at a sanction.

50. The following sanctions are imposed:

50.1. The “New Erotic Portal” service and any service is immediately and indefinitely suspended.

50.2. The New Erotic Portal Service may only resume if all the breaches of the above clauses are rectified as certified by the WASPA Secretariat.

50.3. The IP (Mobimex Group) is suspended from WASPA until it is able to provide suitable proof to the WASPA secretariat that it complies with the requirements indicated in Complaint 5696. In addition to the requirements listed in Complaint 5696, the IP is required to indicate that it has specific measures in place to ensure the age of the customer as required by clause **8.1.3** of the CoC.

50.4. The IP is directed to refund the Complainant in this matter. Should the amount that the Complainant paid be unclear or be unverifiable, the IP will refund the Complainant the sum of R500.00.

50.5. Due to the fact that the IP has not had sight of Complaint 5696, the IP is fined the amount of R20 000.00 for the breaches of clauses indicated in the decision section of this adjudication. Should the IP fail to pay this fine within the required five day period then the SP will be liable to pay the said fine.

50.6. As indicated in Complaint 5696 it should be noted that the breaches identified in this section are numerous, serious and repeated. Should the IP fail to show the necessary commitment to compliance with the WASPA Code of Conduct as evidenced by future complaints, it would be appropriate for the termination of the membership of the IP to be considered.”



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10.4. In [Complaint 5696](#), the member was found to have breached sections 3.1.1, 3.3.1, 4.1.2, 4.1.8, 4.1.17, 5.1.5, 5.3.1, 6.2.3, 6.2.4, 6.2.8, 6.2.11, 11.1.2, 11.1.3 and 11.1.4 of versions 6.2 and 7.4 of the Code of Conduct and sections 9.3.1 and 9.3.5 of the Advertising Rules.

10.4.1. The Adjudicator in this matter noted the following in summation:

“The service provided by the SP and IP in this instance is a particularly cynical attempt to exploit customers for considerable financial benefit. This service is a prime example of the type of service that WASPA should be at pains to terminate as soon as possible. These actions, taken together, are a good example of the type of unprofessional conduct that WASPA aims to prevent and as such, in aggregate, the IP has been found to be guilty of breaching clause 3.1.1 of CoC version 7.4.”

10.4.2. The following sanctions were imposed:

“64. As a result of the large number of clauses of the various codes of conduct that have been breached it is not considered to be appropriate to refer to the breaching of each clause in order to arrive at a sanction.

65. The following sanctions are imposed:

65.1. The South Africa Music Portal service and any service related to the URL of <http://5ja.in/?dst=461165> is immediately and indefinitely suspended. This sanction is specifically ordered to continue to operate in terms of clause 13.3.15 even if the IP and/or SP appeals this adjudication.

65.2. The South Africa Music Portal Service may only resume if all the breaches of the above clauses are rectified as certified by the WASPA Secretariat.

65.3. The IP (Mobimex Group) is suspended from WASPA in terms of clause 13.4.1 of the CoC version 7.4 until it is able to provide suitable proof to the WASPA secretariat that it complies with the following requirements:

65.3.1. It has a functioning call centre where a human person is able to speak to a customer;

65.3.2. In the event that the call centre agents are busy it is possible for the customer to leave a message and the mailbox is not full;

65.3.3. The STOP functionality is operational in its services;

65.3.4. It has systems to ensure that unsolicited messages are not sent to members of the public who have requested that a service be terminated;  
and

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65.3.5. The IP is able to prove that it has the required systems to record and maintain the necessary records which it is required to keep in terms of clause 6.2.12 of the CoC version 7.4.

65.4. The SP is directed to refund the Complainant in this matter. Should the amount that the Complainant paid be unclear or be unverifiable, the IP will refund the Complainant the sum of R500.00.

65.5. The IP is fined the amount of R250 000.00 for the breaches of clauses indicated in the decision section of this adjudication. Should the IP fail to pay this fine within the required five day period then the SP will be liable to pay the said fine.

65.6. It should be noted that the breaches identified in this section are numerous, serious and repeated. Should the IP fail to show the necessary commitment to compliance with the WASPA Code of Conduct as evidenced by future complaints, it would be appropriate for the termination of the membership of the IP to be considered.”

11. The member's services in South Africa have been suspended since 3 December 2009, the date on which the Emergency Panel ruling in this complaint was issued. A number of other adjudications, in addition to those listed above but also currently subject to appeal, indicate that the member faces multiple sanctions involving suspension and/or expulsion from WASPA. These matters will be decided on by a WASPA Appeals Panel in due course.
12. The Adjudicator cannot but take into account the extremely poor record of the member as regards compliance with the Code and the fact that the breaches of the Code found in this matter are for the most part breaches which had previously been made against the member.
  - 12.1. The Adjudicator is cognisant of the fact that the member has exercised its right of appeal in respect of these matters but, having reviewed each of them, is satisfied that the member should have taken urgent steps to address deficiencies in its services and that it was in fact ordered to do so.
  - 12.2. The Adjudicator has also noted that the member has R945 000 worth of fines outstanding against it. The value of any further monetary fines as an effective deterrent is questionable.
13. The breaches found in this matter are furthermore of a particularly objectionable nature and is without doubt conduct deserving of harsh sanction.

14. In mitigation the Adjudicator is willing to accept that the member has taken measures to address its shortcomings and acknowledges what appear to be good faith initiatives on its part to improve its relationship with WASPA and compliance with the Code.
15. Subject to any finalised order made by a WASPA Appeals Panel subsequent to this adjudication being published, the following sanction is imposed:
  - 15.1. The suspensions ordered by the Emergency Panel are confirmed but the order of the Emergency Panel is varied so as to stipulate a six-month period of suspension. For the avoidance of doubt this period shall be calculated as including the period from 3 December 2010 to the date of publication of this adjudication, i.e. it shall terminate on 3 June 2009. The suspensions apply both in respect of WASPA membership and service provision.
  - 15.2. The WASPA Secretariat is requested to notify other WASPA members of this suspension.
16. This sanction also applies in respect of [Complaint 8167](#).
17. The member will no doubt be aware that any further serious breaches of the Code after this time will result in its expulsion from WASPA.

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**ANNEXURE – WASPA MEDIA MONITOR TESTING PROCEDURE**

DATE: 23 November  
PHONE NUMBER: 0715847765  
STARTING BALANCE: R87.79  
SERVICE PROVIDER: Opera Telecom  
SHORT CODE: 31975  
WAP SITE: <http://5ja.in/s3c35xc2ybxnacac0vayb20ayax4x.wml>

We received various complaints in connection with the above service.



I went to the above wap site:

**Willkommen**  
The Erotic Portal  
To get your free  
Vids sms SMS with  
**FREEVIDS** to  
31975  
**GET ALL THE ADULT  
CONTENT YOU  
WANT RIGHT  
HERE! 18+ ONLY!**  
[Enter here](#)

\*scrolling down...\*

...We provide pics,  
Videos and games  
Without additional  
Costs for members. For  
HELP write to [help@gsm.vc](mailto:help@gsm.vc)  
Text STOP to 31975 or  
Send mail to [hep@gsm.vc](mailto:hep@gsm.vc).  
Subscription services  
At only R15 per 3 days.  
Wallpapers and  
Screensavers cost just  
R5 each, videos R10,  
Mobile Games R45.  
150 credits equals R15.  
Additional bearer  
Charges may apply.  
Service provided by  
Mobimex.

I then exited the wapsite and proceeded to sms FREEVIDS to 31975

Then I received three smses:

1. **Welcome 2 SA Jukebox!Content on its way!Click on it 2**  
[download!Probs?help@gsm.vc](mailto:download!Probs?help@gsm.vc). Txt STOP to unsub.content(Weekly  
Sub.Cost:R30Age:16+
2. **SA Jukebox! New Updated Content!**
3. **Information: SA Jukebox! New Updated Content! URL:**  
<http://5ja.in/m84163275253529772.wml>

I checked my balance: it was R59.26 so **R28.53 was deducted.**

I then decided to go to Vodacom for me to see if I could find out why the money was deducted. See screenshot below: *it shows that I was charged R14 twice for online content which I definitely did not try to get or receive! This happened straight after I smsed **FREEVIDS TO 31975** to receive free videos.*

## detailed transactions

	Transaction	Start Date/Time	Sponsor	Destination	Duration (seconds)	Volume	Amount	Roaming	Discount
1	GPRS	2009-11-23 14:22:07	-	internet	1365	120832	R -0.23	No	0
2	GPRS	2009-11-23 14:13:40	-	internet	67	12288	R -0.03	No	0
3	GPRS	2009-11-23 14:11:30	-	internet	4	2048	R -0.01	No	0
4	Online Content	2009-11-23 13:53:09	-	-	0	-	R -14.00	No	0
5	Online Content	2009-11-23 13:53:08	-	-	0	-	R -14.00	No	0
6	SMS	2009-11-23 13:40:30	-	31975	0	-	R -0.50	No	0

I noticed that the wap link I received was for "SA Jukebox" and found this quite odd as I had smsed FREEVIDS to 31975 as prompted in connection with the erotic portal network.

I went to the wap link to see what I could find:

Wap Menu

[Free Videos For ZERO](#)

[Rand](#)

The Ultimate SEX

CHAT!

I clicked on the Free Videos heading:

Then I tried clicking on three different sample videos. Each time it said **unknown content**.

**Conclusion:**

When going to the wap site in question, I did as prompted and smsed FREEVIDS to 31975 to get my free videos as quoted on the wap site. Then I noticed I received a welcome message to *SA Jukebox* service.

(I noticed that in the welcome message it said the service is for **16+** and not **18+** like the link to the free videos I requested) the welcome message was in completely the wrong format and incorrect abbreviations were also used.

I had no intent on joining this service or any clue what the service would involve at all. I also received a wap link to the *SA Jukebox* portal which I decided to go to to see what it involved.

When the wap link opened it was in fact the erotic portal which I had requested in the beginning. I clicked on the free videos section and was shown a list of sample videos to choose from. However each time I clicked on a video to download it said *unknown content*.

Therefore I was subscribed to a service I had no intention of joining, was charged R28 for online content which I never ever attempted to get, and was not even able to receive my free content videos as promised. I also noticed that on my entering of the erotic portal free videos wap link I was never asked to confirm that I was above the age of 18 years.

**Breaches of the Code:**

3.3.1 Members will not offer or promise services that they are unable to provide.

4.1.1 Members must have honest and fair dealings with their customers. In particular, pricing information for services must be clearly and accurately conveyed to customers and potential customers.

4.1.2. Members must not knowingly disseminate information that is false or deceptive, or that is likely to mislead by inaccuracy, ambiguity, exaggeration or omission.

6.1.1. In addition to the provisions listed below all members are bound by the WASPA Advertising Rules, published as a separate document.

6.2.3. Pricing must not contain any hidden costs. Where applicable, pricing for content services must include the cost of the content and indicate any bearer costs that may be associated with downloading, browsing or receiving that content.

6.5.1. The keyword “free” or words with the same or similar meaning (in any language) may not be used for any service unless that service has no associated charges whatsoever, excluding network bearer charges.

**8.1.3. Members must take reasonable steps to ensure that only persons of 18 years of age or older have access to adult content services.** Explicit confirmation of a user’s age must be obtained prior to the delivery of an adult content service.7.93

11.1.1. Promotional material for all subscription services must prominently and explicitly identify the services as “subscription services”. This includes any promotional material where a subscription is required to obtain any portion of a service, facility, or information promoted in that material.

**11.1.2. Any request from a customer to join a subscription service must be an independent transaction, with the specific intention of subscribing to a service. A request from a subscriber to join a subscription service may not be a request for a specific content item** and may not be an entry into a competition or quiz.

11.1.5. Customers may not be automatically subscribed to a subscription service as a result of a request for any non-subscription content or service. **Customers may not automatically be subscribed to a subscription service without specifically opting in to that service.**

11.1.8. Once a customer has subscribed to a subscription service, a notification message must immediately be sent to the customer. This welcome message must be a clear notification of the following information, and should not be mistaken for an advert or marketing message:

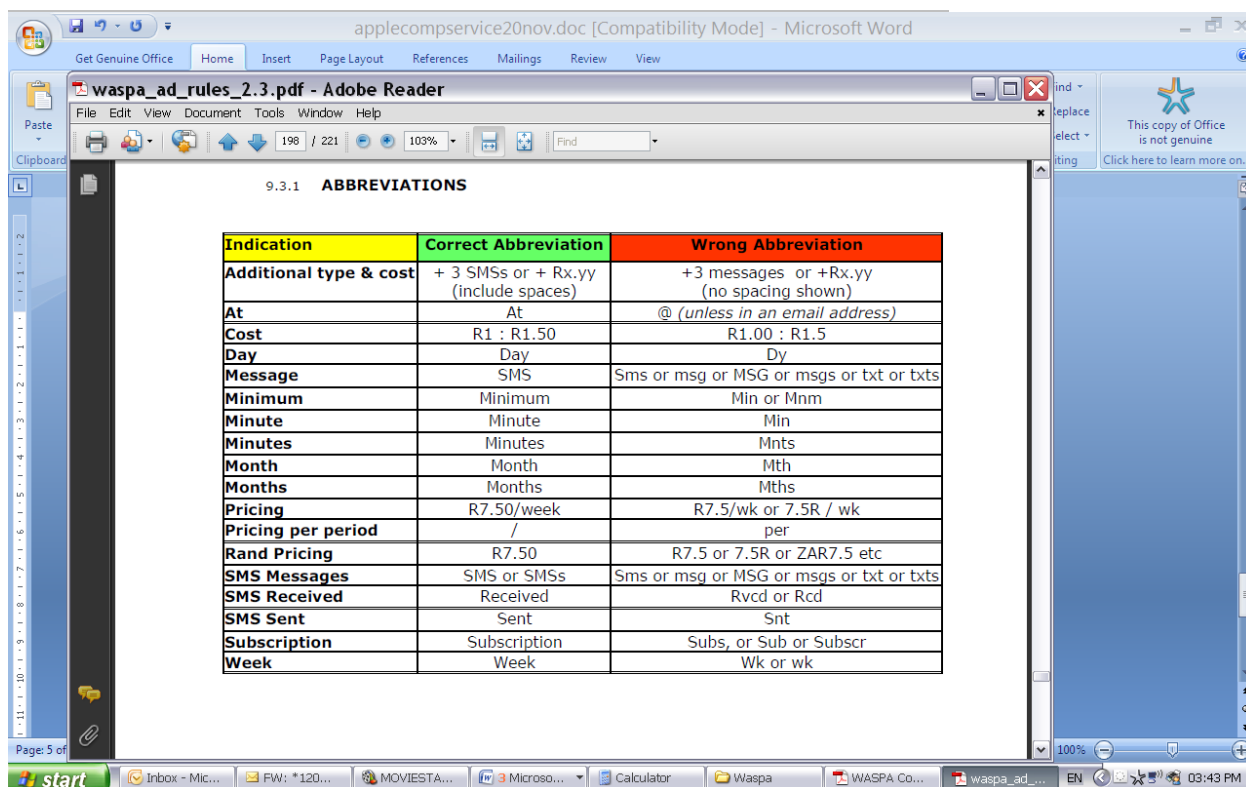
- (a) The name of the subscription service;
- (b) The cost of the subscription service and the frequency of the charges;
- (c) Clear and concise instructions for unsubscribing from the service;
- (d) The service provider’s telephone number.

11.5.1. Instructions on terminating a subscription service must be clear, easy to understand, and readily available.

**Breaches of the Advertising Rules:**

9.3.1. Abbreviations:





11 SMS & MMS offers

11.1 SCOPE

Applies to all SMS and MMS's to the general public where Access Channels are displayed.

11.2 OBLIGATORY COMPONENTS:

11.2.1 Text clearly Showing Access Cost and T&C for each service or Content type offered.

**Requirements:**

Based on the fact that we have received many complaints about Mobimex services, combined with repeat offenses and a number of cases in the adjudication system, I feel it is appropriate to suspend this service with immediate effect.

It is important that this complaint is reviewed by Opera Telecom, their Service Provider.