

Code of Ethics and Conduct

经营守则

Direct Selling
Association of
Singapore



WFDSA Member

DSAS CODE OF ETHICS AND CONDUCT

The Consumers Association of Singapore supports the Direct Selling Association of Singapore's effort to promote fair and ethical conduct in the direct selling business of its members.

Preamble

The Direct Selling Association of Singapore ("DSAS") recognises that companies engaged in direct selling assume certain responsibilities towards consumers in their method of distributing their products and services, and sets forth the basic fair and ethical principles and practices to which Members shall be required to adhere in the conduct of their business.

1. Obligation

It is a condition of membership that every Member has to adhere to this Code of Ethics & Conduct and to ensure that every Direct Seller in its system of distribution has read and understood the full meaning of this Code of Ethics & Conduct. Direct Sellers are not bound directly by this Code of Ethics & Conduct, but as a condition of membership in the Member's distribution system, shall be required by the Member with whom they are affiliated to adhere to rules of conduct meeting the standards of this Code of Ethics & Conduct.

Members that fail to adhere to this Code of Ethics & Conduct may be referred to the Disciplinary Committee, which, in the event of a continuing failure to comply, may recommend and enforce sanctions which may include (but are not limited to) the suspension or termination of their membership with the DSAS.

With termination of membership in DSAS, a Member is no longer bound by this Code of Ethics & Conduct. However, the provisions of this Code of Ethics & Conduct remain applicable to events or transactions that occurred at the time the Member was a member of DSAS.

All Members are required to comply with the requirements of the Consumer Protection (Fair Trading) Act (Cap. 52A), the Consumer Protection (Fair Trading) (Cancellation of Contracts) Regulations 2009, the Consumer Protection (Fair Trading) (Opt-Out Practices) Regulations 2009, the Multi-Level Marketing and Pyramid Selling (Prohibition) Act (Cap. 190), the Multi-Level Marketing and Pyramid Selling (Excluded Schemes and Arrangements) Order 2001, all other relevant regulations and any and all subsequent amendments to such legislation and subsidiary legislation.

2. Identification

Every Direct Seller shall, without being asked to do so, on initial contact with a prospective customer identify himself, the company he represents, the nature of his products and the purpose of his solicitation to the prospective customer. Every Direct Seller is encouraged to carry a DSAS Identification Card or such other identification which displays his particulars, his photograph and the validity date (if any) of such a card.

3. Prohibited Practices

No Direct Seller shall engage in sales or recruiting practices that are unfair, misleading or deceptive or otherwise not in compliance and accordance with the relevant Singapore laws. No Direct Seller shall, in particular, take advantage of a consumer's lack of commercial experience, age, illness, or lack of understanding or unfamiliarity with a language. In addition, no Direct Seller shall induce or mislead a customer into using a product with the intention of depriving the customer of his right to cancel an order or contract under the "7-day cooling-off period" statement.

4. Products or Services

The offer of products or services for sale and any product explanations and demonstrations by a Direct Seller shall be accurate, truthful and complete as to the price, grade, credit terms, quality, make, value, performance, currency of the model, availability, cooling-off period, return policies, terms of guarantee, after sales service and delivery dates (as may be appropriate in each case). Direct Sellers shall give accurate and understandable answers to all questions from consumers. Where claims are made with respect to product efficacy, Direct Sellers shall make only those verbal or written product claims that are authorised by the Member. Members and Direct Sellers shall fulfill consumer orders in a timely manner.

5. Order Form

A written Order Form shall be made available to the consumer at the time of the sale or prior to that, regardless of the mode in which the order is made. The order form shall identify the Member or Direct Seller and contain the full name, permanent address and telephone number of the Member or Direct Seller and all material terms of the sale. All terms shall be clear and legible. There shall be no hidden costs to the consumer.

6. 7-Day “Cooling-off Period”

It is the obligation of the consumer to ensure that goods purchased are in reasonably good condition in the event of product return.

A 7-day “cooling-off period” statement (excluding Saturdays, Sundays and all public holidays), during which customers may, on reasonable commercial terms, cancel an order or contract and receive a full refund of their money (subject to reasonable charges for, among other things, the goods and services supplied related to the order or the contract), is to be printed legibly in at least 12 point font and positioned in the contract or order form immediately above the space for the signature of the customer.

The contact details and particulars of the relevant Customer Service department or personnel should be given for the customer to invoke this statement if required.

The spirit of this statement shall be upheld and shall not be circumvented deliberately.

7. Payment of Deposit on Customer’s Behalf

Prior to the delivery of a product, the initial deposit to be collected from the customer shall not exceed ten percent of the cash price of that product. No Direct Seller shall pay the initial deposit on behalf of the prospective customer.

8. Promotional Literature, Advertising and Testimonials

Every claim made by a Direct Seller whether orally or in writing shall be substantiated by acceptable documentary evidence when requested. A Direct Seller shall not use any testimonial or endorsement that is unauthorised, untrue, obsolete or otherwise inapplicable, unrelated to the offer or used in any way likely to mislead the consumer. Where applicable, product claims and product registration shall be in compliance with the requirements of the Health Sciences Authority, Ministry of Health, the Advertising Standards Authority of Singapore and/or any other authorities where appropriate. Promotional literature, advertisements and mailings shall not contain product descriptions, claims, photos or illustrations that are deceptive or misleading. Promotional literature shall contain the name and address or telephone number of the Member and may include the telephone number of the Direct Seller.

9. Other Materials

Members shall prohibit Direct Sellers from marketing or requiring others to purchase any materials that are inconsistent with the Member's policies and procedures.

Direct Sellers who sell promotional or training literature approved by the Member, regardless of whether in hard copy or electronic form, shall (i) use only material that comply with the same standards that the Member adheres to; (ii) refrain from compelling the downline to purchase the literature; (iii) make available the sales aids at a reasonable price equivalent to similar material generally available at the marketplace; and (iv) offer a return policy that is the same as that of the Member. Sales aids must comply with the provisions of this Code of Ethics & Conduct and must not be misleading or deceptive.

10. Customer Complaints

Every Member shall put in place a proper and effective mechanism to deal with customer complaints in an efficient and expeditious manner with the objective of achieving customer satisfaction. In particular, Members shall ensure that the necessary telecommunications, internet or such other facilities are installed so as to be able to receive and process such customer complaints.

If a complaint appears to have been aggravated or the complainant has copied his letters to the Consumers Association of Singapore or any relevant government authority, the Member shall promptly forward copies of such letters to the Chairman of DSAS, who shall bring the matter to the attention of the Disciplinary Committee. The Disciplinary Committee may refer such disputes to the Code Administrator for resolution.

The Code Administrator may require the cancellation of orders, return of products purchased, refund of payments or other appropriate actions, including warnings to Members or Direct Sellers, cancellation or termination of Direct Sellers' contracts or other relationships with the Member, and warnings to Members.

The Code Administrator and Members shall establish, publicise and implement complaint handling procedures to ensure prompt resolution of all complaints.

11. Respect of Privacy

Every contact made with a prospective customer that is initiated by a Direct Seller shall be done during reasonable hours and any presentation or demonstration shall be discontinued promptly upon the request of the customer. Direct Sellers and Members shall take appropriate steps to ensure the protection of all private information provided by a consumer, a potential consumer, or a Direct Seller.

12. Education and Training

Members shall ensure that each of their Direct Sellers receives adequate education and business training in respect of their products, their obligations under this Code of Ethics & Conduct and to ensure their familiarity with the World Direct Selling Codes of Conduct, the Multi-Level Marketing and Pyramid Selling (Prohibition) Act (Cap. 190) and Multi-Level Marketing and Pyramid Selling (Excluded Schemes and Arrangements) Order 2001, the Consumer Protection (Fair Trading) Act (Cap. 52A), the Consumer Protection (Fair Trading) (Cancellation of Contracts) Regulations 2009, the Consumer Protection (Fair Trading) (Opt-Out Practices) Regulations 2009, all other relevant regulations and any and all subsequent amendments to such legislation and subsidiary legislation.

13. Comparison and Denigration

Direct Sellers shall refrain from unfairly comparing or denigrating any firm, products, its sales and marketing plan, or any other feature of another Member, whether directly or by implication. Members and Direct Sellers shall also not use comparisons which are misleading. Points of comparison shall be based on facts which can be substantiated. Members and Direct Sellers shall not take unfair advantage of the goodwill attached to the trade name and symbol of another Member, business or product.

14. Inventory

Members shall not require or encourage Direct Sellers to purchase inventory in unreasonably large amounts.

15. Earnings Claims

Members and Direct Sellers shall not misrepresent the actual or potential sales or earnings of their Direct Sellers. Any earnings or sales representations made shall be based upon documented facts, in compliance with the relevant Singapore laws. Members shall provide Direct Sellers with periodic accounts concerning, as applicable, sales, purchases, details of earnings, commissions, bonuses, discounts, deliveries, cancellations and other relevant data, in accordance with the company's arrangement with Direct Sellers. All monies due shall be paid and any withholdings made in a commercially reasonable manner.

16. Business Information

Information provided by Members to prospective or existing Direct Sellers on opportunity and related rights and obligations shall be accurate and complete. Members shall not make any factual representation that cannot be verified or make any promise that cannot be fulfilled. Members shall not represent information in a false or deceptive manner.

17. Referral Selling

Members and Direct Sellers shall not induce customers to purchase goods or services based upon the representation that customers can reduce or recover the purchase price by referring prospective customers to the sellers for similar purchases, if such reductions or recovery are contingent upon some uncertain, future event.

18. Privacy of Data

Members shall not sell, dispose, transfer (for profit or gain) or divulge personal data of their Direct Sellers or customers to any party, except with the prior consent of the Direct Sellers, or as required to comply with any laws or regulations.

19. Recruitment

Members shall not use misleading, deceptive or unfair recruiting practices in their interaction with prospective or existing Direct Sellers.

20. Relationship between Members and Direct Sellers

Members shall provide their Direct Sellers with either a written agreement to be signed by both the Member and the Direct Seller or a written statement, containing all essential details of the relationship between the Direct Seller and the Member.

21. Enticement

Members and their Direct Sellers shall not solicit other Member's Direct Sellers to join the former by active, targeted and systematic enticement.

Definitions

"Direct Sellers" include every person that is a participant in a system of distribution. A Direct Seller may be an independent commercial agent, independent contractor, independent dealer or distributor, employed or self-employed representative, or any other similar sales representative of a Member.

The "Disciplinary Committee" shall consist of such persons as may be appointed by the Members from amongst their number from time to time, and who shall have the power to recommend and enforce disciplinary action under this Code of Ethics & Conduct.

"Members" are member companies of the DSAS.

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新加坡直销协会 经营守则

新加坡消费者协会支持新加坡直销协会对其成员的经营秉持着促进公平交易原则所做的努力。

前言

新加坡直销协会支持直销公司在销售产品及服务时必须对消费者负起相关责任，设定基本公平与合乎道德的原则和行为，要求直销协会的成员确实遵守。

本经营守则以英文版本和中文版本书写，如果本经营守则的两种语言版本之间有任何冲突，则应以英文版本的内容为准。

1. 义务责任

所有直销协会的成员，都应遵守此经营守则。并确保所有协会的成员属下的直销商都详读并充分了解此经营守则。直销商并不会直接受此经营守则管制，不过协会成员需确保其属下的直销商，都能遵守此经营守则。

若成员未遵守此经营守则，将送交纪律委员会裁决。若有持续违反情形产生，将可能遭受暂停或取消会籍等警戒。

当一位“新加坡直销协会”成员的会员籍被终止后，有关成员即不再受此经营守则管制。无论如何，有关成员在仍旧是协会成员时所进行的一切活动与交易，依然受此经营守则管制。

所有直销协会的成员必须遵守消费者保护（公平交易）法令（Cap.52A）、2009年消费者保护（公平交易）（合约取消）条例、2009年消费者保护（公平交易）（撤销常规）条例、多层次传销及金字塔销售（严禁）法令（Cap.190）、2001年多层次传销及金字塔销售（计划及安排除外）法约，以及任何此类守则的修订条款。

2. 身份识别

所有直销商，在初次联络顾客时，无论顾客是否要求，都应立即向顾客表明身分、所代表的公司，所销售产品的性质及他进行此活动对有关顾客的目的。最好能携带有新加坡直销协会证明的身份识别证或其它有照片、有效期限及说明的身份证。

3. 严禁行为

所有直销商，严禁采用任何不公平或欺骗的手法销售或招募新会员，并严禁任何违反新加坡法律的行为。

所有直销商，严禁对缺乏商业经验、年幼或年老、病重、对某种语言缺乏认识或熟悉的人士身上牟取利益。此外，所有直销商不应误导顾客能在“七日冷静考虑期”内，取消订单或解除合约的权利。

4. 产品或服务

所有直销商在进行推销、讲解产品及示范时，必须准确、真实并完整地说明有关价格、等级、付款条款、品质、原产地、价值、功效及汇率模式。冷静考虑期、退货措施、保证条规、售后服务，以及送货日期（可按例处理）。直销商对顾客所提出的所有问题，应给予正确与易于理解的答案。当顾客对有关产品的效用作出询问，直销商需根据该成员公司所允准的言语或书写说明。协会成员公司与直销商须在一定的期限内，完成顾客的订购。

5. 购单

一份书写的订购单必须在对顾客的销售之际或之前备妥，无论有关的订单类型为何。有关的订购单需列明协会成员或直销商的全名、永久地址与电话号码，以及所有相关的销售条规。有关的条规必须清楚与合法列明，且不能有任何对顾客的隐藏收费。

6. 七天“冷静考虑期”

当消费者退货时，必须确保该货品仍处于未用及可再售出的状况。七天“冷静考虑期”条款的七天计算，并不包括星期六、星期日及公共假日。顾客在七天“冷静考虑期”内，若有合理的原因想要取消订单或解除合约或退货，可以退回全额款项（必须扣除因订单或合约所供应的产品与服务所牵涉至合理的行政费用）。

公司必须把七天“冷静考虑期”条款以浅显易读的文字及用至少12以上的字型，印在订单或合约上，并列置在顾客签名位置上方。有关合约的细节与执行该条款的有关客户服务部门或人员也必须被提供。

公司必须捍卫条款的精神，而不应该以任何形式规避。

7. 订金应由顾客自行支付

在产品送达前，顾客所预付的订金不得超过产品价格的百分之十。直销商不得为潜在顾客预付订金。

8. 广告及见证

直销商所做的口头或书面声明，均需有事实根据。在被要求提出证明时，需有可被接受的证明资料作为佐证。一名直销商不应使用未经授权、不确实、过时，或不适用或无关的见证资料去误导顾客。

产品的诉求及登记，均需符合健康科学机构、卫生署或其它相关机构的需求。宣传文案、广告机邮寄传单不应含有具有欺骗性质或误导性的产品介绍宣传、图片或描绘。宣传文案应包含协会成员的名称与地址或电话号码，也可加上直销商的电话号码。

9. 其它材料

协会成员需严禁其属下的直销商销售或要求他人，购买任何与协会成员的条规与程序相违的材料。

直销商在获得协会成员所批准的宣传或培训文案，无论是印刷或电子形式，才可以进行销售，并需要：(i)只使用与协会成员同一标准的指定材料；(ii)禁止强迫下线购买有关的文案；(iii)促使相关销售辅助品的售价合理，并与市场上类似的材料同等；以及(iv)给予和协会成员一样的退还条。销售辅助品必须与经营守则一致，且不能带有误导或欺骗性质。

10. 顾客投诉

所有成员应以最迅速有效率的方式处理顾客投诉，达到顾客满意的目标。成员应以电话、网络或其它通信设备来接收及处理顾客投诉事件。

假使顾客投诉情况严重，或是投诉信函被送至新加坡消费者协会或其它相关政府机构，成员需立刻将投诉信函送交DSAS主席。主席需将此事件呈报纪律委员会，委员会将把此投诉事件交由纪律执行长去处理。

纪律执行长将根据案例来裁决，后续行动可能是要求取消订单、退还已购买的产品、退款或其它适合的行动，或包括对协会成员或直销商发出警告、取消或终止直销商的合约或与协会成员的任何关系，并给予协会成员警告。

纪律执行长与协会成员需建立、公布及实行处理投诉的程序，以确保对所有投诉能采取迅即的解决行动。

11. 尊重隐私权

直销商在首次联络新潜在顾客时，必须选择适当的时间。若顾客表达不满，直销商应立即停止有关说明或示范。直销商与协会成员需采取适当的步骤，以确保所有顾客、潜在顾客或直销商提供的私人资料受到保护。

12. 教育与培训

会员应确保每一位直销商都对产品及事业有足够的培训及认知，了解在此经营守则下所需遵守的义务，并确保他们熟悉世界直销经营守则(www.wfdsa.org)、多层次传销及金字塔销售法(此为禁止行为)和多层次传销及2001金字塔销售法(计划及安排除外)、消费者保护(公平交易)法令 (Cap.52A)、2009年消费者保护(公平交易)(合约取消)条例、2009年消费者保护(公平交易)(撤销常规)条例以及任何此类守则的修订条款。

13. 比较与诋毁

直销商应避免作出任何直接或间接诋毁其它公司或其产品、销售与市场计划，或其它协会成员的不合理的比较。协会成员与直销商也不应使用具有误导性的比较方式，有关的比较观点需根据事实进行。协会成员与直销商不可以不公平的方式，利用其它协会成员、商业或产品的商标与标志。

14. 库存

协会成员不得要求或鼓励直销商购买超过合理范围、过多的产品作为库存。

15. 收入诉求及账目

会员及直销商应诚实申报所得。任何收入均需依事实申报，并遵守新加坡相关法律。成员必须按照与直销商的安排，定期提供适当资讯。例如销售业绩、购货记录、详细收入、佣金、奖金、折扣、货运、作废订单等及其他有关资料。所有预定营业额定要支付，不被支付的款项只能在商务合理的方式受到扣留。

16. 商业资讯

协会成员所提供给潜在顾客或现有的直销商，有关商机与相关权利与限制的资讯，必须准确与完整。协会成员不应制造任何代表事实，且无法确认或履行承诺的内容。协会成员不应呈现错误或具欺骗性质的资讯。

17. 以推荐人数行销

倘若该回扣附有某些不明确因子，成员公司或直销商不得诱导顾客以推荐潜在顾客为基础，来减低或领回其所购物的价格。

18. 资料之隐私权

除了遵从新加坡法律的要求以外，成员不允许售卖、泄漏或转移（为得利润或者收益）直销商或顾客的个人资料给任何人。

19. 保荐

协会成员不应误导、欺骗或以不公平手法，来保荐潜在顾客或现有的直销商。

20. 协会成员与直销商关系

协会成员应提供属下的直销商一份书写的合约，并让协会成员与直销商都签署，或提供一份书写文件，包含所有直销商与协会成员关系的所需详情。

21. 诱骗

直销协会的成员和他们的直销商不允许通过主动，有目标和系统化的方式诱使与拉拢其他成员的直销商加入前者。

定义

“直销商”包括所有参与直销通路系统者。“直销商”应为独立的商业代理，独立承包商、独立经销商、通路商、受雇或自雇代表，或任何相关的营业代表。

纪律委员会应由直销商协会成员们所指派。在有效任期内，纪律委员会获授权对其成员们执行或建议“经营守则”的条规。

“成员”是指所有新加坡直销协会的成员公司。

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Why Choose DSAS Member Companies?

1. DSAS ensures the legitimacy and good reputation of its member companies. It requires corporate members who join to go through stringent selection criteria.
2. DSAS advocates for legitimate and ethical practices. It requires corporate members to adhere to a Code of Ethics and Conduct.
3. DSAS provides consumer protection. It requires its member companies to make every reasonable effort to resolve any dispute anyone may have related to a possible breach of the code through their company dispute handling process.
4. DSAS is an affiliate member of the World Federation of Direct Selling Associations (WFDSA), and works closely with the Ministry of Trade and Industry, Consumers Association of Singapore (CASE), Health Sciences Authority and other relevant government bodies.
5. DSAS is the recognised respectable voice for the direct selling industry in Singapore.

为什么选择新加坡直销协会的会员公司？

1. 新加坡直销协会确保其会员公司的合法性与信誉度，采取严谨的筛选过程录取会员。
2. 新加坡直销协会倡导各会员公司具合法与符合道德的经营行为，严格要求其会员公司遵守协会所规定的道德准则与行为。
3. 新加坡直销协会提供消费者保障，确保其会员公司尽一切合理的努力去协助处理任何有关其顾客的争议。
4. 新加坡直销协会是世界直销联盟总会的成员之一，并与新加坡消费者协会、贸工部、卫生科学局，以及其它相关的政府机构密切合作。
5. 新加坡直销协会被认同是新加坡直销产业的权威代言人。

